



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF LAREDO
AND
THE LAREDO POLICE OFFICER'S ASSOCIATION
OCTOBER 1, 2012 TO SEPTEMBER 30, 2016



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAREDO, TEXAS

AND

THE LAREDO POLICE OFFICERS'
ASSOCIATION

OCTOBER 1, 2012

TO

SEPTEMBER 30, 2016

TABLE OF CONTENTS

Article 1	Preamble
Article 2	Intent and Purpose
Article 3	Definitions
Article 4	Recognition
Article 5	Anti-Discrimination
Article 6	The Rights of Management
Article 7	Work Conditions
Article 8	No Strike and/or No Lock out
Article 9	Association Business Leave
Article 10	Payroll Deduction of Dues and Assessments
Article 11	Seniority
Article 12	Promotions
Article 13	Salary and Wages
Article 14	Education, Incentive, Longevity Pay, and FTO Pay
Article 15	Overtime, and Other Hourly Pay
Article 16	Uniforms
Article 17	Leave
Article 18	Holidays
Article 19	Insurance
Article 20	Pension and Retirement Plan
Article 21	Wearing Uniforms for Off-Duty Work
Article 22	Assistants to the Chief of Police

Article 23	General Provisions
Article 24	Health and Safety
Article 25	Grievance Procedure
Article 26	Disciplinary Action
Article 27	Employee-Management Relations
Article 28	Legal Representation
Article 29	Saving Clause
Article 30	Stability of Agreement
Article 31	Impasse Procedure
Article 32	Random Drug Testing
Article 33	Shift Study
Article 34	Duration of Agreement
Exhibit A	Serious Illness Leave

ARTICLE 1

PREAMBLE

This Collective Bargaining Agreement hereinafter referred to as the "Agreement" is made and entered into by and between the City of Laredo, a municipal corporation domiciled in the State of Texas, herein referred to as the "Employer," and the Laredo Police Officers' Association, herein referred to as the "Association."

The City and the Association agree that the establishment of fair and reasonable compensation and other conditions of employment is a primary purpose of this Agreement as well as the promotion of harmonious relationships between the City and Association.

This Agreement has been negotiated through the collective bargaining process with the objective of serving the aforementioned purpose and with the further objective of fostering effective cooperation between the City and its police officers.

Therefore, in consideration of mutual promises and Agreements contained herein, the parties agree as stipulated in the Articles that follow.

ARTICLE 2

INTENT AND PURPOSE

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees; to provide for equitable and peaceful adjustment of differences which may arise; to establish proper standards of wages, hours, and other conditions of employment which will provide and maintain a sound economic basis for delivery of public service; to provide for the operation of the services delivered by the city under methods which will further, to the fullest extent possible, economic and efficient operations, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 3

DEFINITIONS

3.1 The following definitions when used in this Agreement shall, for the purpose of this Agreement, have the meanings respectively ascribed to them in this Article.

3.2 "Agreement" means the four year Collective Bargaining Agreement between the City of Laredo and the Laredo Police Officers Association for October 1, 2012 through September 30, 2016.

3.3 "Assessment" means any monetary levy by the Laredo Police Officers Association against one or more of the members of the LPOA, either voluntarily or in accordance with its Constitution and By-laws.

3.4 "Association" means the Laredo Police Officers' Association.

3.5 "Bargaining Unit" means all classified members of the Laredo Police Department, excluding the Chief.

3.6 "Base Pay" means base rate excluding education, certification, FTO, Longevity, shift differential and assignment pay.

3.7 "Business Days" means each day exclusive of weekends and holidays.

3.8 "Chapter 143, Texas Local Government Code," means the Municipal Civil Service Act, formerly TEX. REV. CIV. STAT. Art. 1269m Section 16a (codified 1987).

3.9 "Chief" means Chief of Police of the City of Laredo.

3.10 "City" means the City of Laredo, Texas.

3.11 "City Manager" means the City Manager of the City of Laredo.

3.12 "CLEAT" means the Combined Law Enforcement Associations of Texas.

3.13 "Collective Bargaining Team" means those persons appointed or elected by the Laredo Police Officers Association and the City of Laredo to represent it in matters of labor negotiations.

3.14 "Commission" means the Firefighters' and Police Officers' Civil Service Commission of the City of Laredo as set forth in Chapter 143, Texas Local Government Code.

3.15 "Designee" for the City Manager, Chief of Police, and the ASSOCIATION shall mean whoever is appointed in writing to represent the City's and the Associations' collective bargaining team.

3.16 "Dues" means the cost of membership in the Association and CLEAT.

3.17 "Emergency" is defined as any unexpected happening or event or unforeseen situation or crisis that calls for immediate action and requires alteration of schedules, work hours, shifts and/or personnel assignments.

3.18 "Employee" means any sworn police officer of the city with the exception of the Chief of Police.

3.19 "Employer" means the City of Laredo.

3.20 "Executive Board" means those members of the Association duly elected or selected as officers and directors of that organization.

3.21 "Gender" when referring to the male gender throughout this agreement it shall be construed to include male and female employees.

3.22 "Grievance" means any and all disputes arising from the Grievance Procedure in this Agreement.

3.23 "Immediate Family" means the spouse and children of the employee, and the employee's or spouse's father, mother, brother, sister, grandparents, or legal guardian.

3.24 "Qualifying Dependent" when used in Section 20.5 of Article 20, means an employee's spouse or minor child who has not reached his 19th birth date; or a child who has not reached his 27th birth date if enrolled as a full-time student in an accredited college or university, as prescribed in City of Laredo Medical Benefit Plan Booklet or as otherwise required by law.

3.25 "Management" means the City Manager and the Chief of Police and/or their designees.

3.26 "Member" means all sworn, certified, full-time paid employees, whether male or female, who regularly serve in a professional law enforcement capacity with the City of Laredo, except for the Chief of Police.

3.27 "Personnel and Policy Manual" means all of the City's policies and procedures regarding personnel as written in the City's Code of Ordinances; all future ordinances that do not conflict with this agreement, and the City's Drug and Alcohol Policy Manual, in effect on the date of execution of this agreement.

3.28 "Probationary employee" means those members of the bargaining unit who have completed less than one (1) year of service after being sworn as a Laredo police officer or whose probationary period has been extended for up to an additional twelve (12) months due to an illness, injury or pregnancy that requires an absence from work and that without the extension would prevent that employee from successfully completing the probationary period as determined by the Chief of Police.

3.29 "Regular Rate of Pay" means hourly pay rate including education, certification, FTO, Longevity and shift differential.

3.30 "Rounding" means rounding to the second decimal using the third and only the third decimal in determining the monthly base pay scale in the Salary Survey. (Example: \$35.065 = \$35.07 or \$35.064 = \$35.06).

3.31 "Seniority" means length of continuous service in the employment of the City of Laredo Police Department.

3.32 "Supervisor" means any sworn police officer of the City of Laredo with the rank of Sergeant or above.

3.33 "TCLEOSE" means the Texas Commission of Law Enforcement Officer Standards and Education or any successor agency or organization.

3.34 "TMRS" means The Texas Municipal Retirement System is the name by which the business of the retirement system shall be transacted, all its funds invested, and all its cash and other property held. (V.T.C.A., Section 851.0003)

ARTICLE 4

RECOGNITION

4.1 The Laredo Police Officers' Association herein referred to as the ASSOCIATION, having qualified for exclusive recognition and having been designated by a majority of the employees in the unit as their representative, is hereby recognized by the Employer as the sole and exclusive bargaining agent for the bargaining unit in matters concerning wages, rates of pay, hours of employment, or conditions of work affecting officers in the unit.

4.2 It is agreed that the bargaining unit, covered by the terms of this agreement, shall consist of all sworn, certified, full-time paid employees, who regularly serve in a professional law enforcement capacity with the City of Laredo, except for the Chief of Police. Recognizing that legislative proposals relating to public employee labor relations are under consideration at both State and Federal levels, the Employer and the Association agree that membership in the bargaining unit will be adjusted as new legislation may become applicable.

4.3 The Association recognizes the City Manager or his designated representative as the sole representative of the Employer for the purposes of collective bargaining.

4.4 The Employer agrees that it shall not engage in any of the following practices:

- (A) Interfere with, restrain, or coerce employees in the exercise of rights granted in this agreement;
- (B) Interfere with or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization, except as may be set out in this agreement;
- (C) Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment;
- (D) 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;

- (E) Enter into or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provisions of this agreement;
- (F) Discriminate against any employee protected under Title VII of the Civil Rights Act or the Texas Commission on Human Rights Act or because of association, or affiliations; or discriminate in the application or interpretation of this agreement.

4.5 The Employer recognizes its responsibility for a consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders which govern the conduct of employees on the job.

ARTICLE 5

ANTI-DISCRIMINATION

5.1 In accordance with applicable law, neither the City nor the Association shall discriminate against any employees covered by this Agreement because of sex, color, disability, religion, age or national origin.

5.2 The Employer agrees not to discriminate against any employee for his activity in behalf of, or membership in, the ASSOCIATION. The ASSOCIATION recognizes that no employee is required to join the ASSOCIATION, but each employee has the right to choose of his own free will as to whether or not he will or will not join the ASSOCIATION. The ASSOCIATION further agrees that there will be no interference with the free right of any employee of the Employer to enter and leave its premises and property.

ARTICLE 6

THE RIGHTS OF MANAGEMENT

6.1 Except as otherwise specifically provided in this Agreement, the Association recognizes that the City has the sole and exclusive right to exercise all rights or functions of management.

6.2 The exercise of the rights of management will be consistent with the overall goals and objectives of the City and of the Laredo Police Department. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belong or are inherent to management. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly provided in this Agreement or as may be limited by current or future state or federal law. Without limiting the generality of the foregoing, as used herein the term "Rights of Management" includes:

- (A) Decide job qualifications for hiring along with the right to hire and to set policy affecting the selection of new employees, subject to the provisions of Chapter 143 of the Texas Local Government Code;
- (B) The right to discipline, demote or discharge for just cause; the right to assign or transfer;
- (C) The right to lay-off as prescribed in Chapter 143, Texas Local Government Code or any amendments thereto;
- (D) The right to make rules and regulations governing conduct and safety;
- (E) The right to determine the methods, processes and manner of performing work by employees together with the right to establish work performance and standards, and to implement programs to increase the cost effectiveness of departmental operations;
- (F) The right to use civilians in the Police Department to perform duties which do not require a commissioned officer or the authority to arrest;
- (G) The right to establish classifications, job descriptions, and the standards which provide the basis for assignment and recruiting of personnel.

6.3 The foregoing rights lie exclusively in the Employer. This Article does not circumvent or change Chapter 143, unless specifically expressed elsewhere in this agreement. Except as otherwise specifically provided in this agreement, the Employer, acting through the City Manager and the Police Chief, shall retain all rights and authority that are their legal responsibility to enforce.

6.4 No management rights as herein set forth, shall be exercised in an arbitrary or capricious manner.

6.5 In matters not specifically covered by language within this Agreement, or limited by current or future state and/or federal law, the City shall have the right to make decisions in such areas on a unilateral basis.

ARTICLE 7

WORK CONDITIONS

7.1 Notice to Association.

Work condition(s) or privilege(s) of employment will be in accordance with the current publications of the Police Department's Policy and Operations Manual and the City of Laredo's Personnel and Policy Manual, as applicable; however, the Employer retains the right(s) to grant privileges at the discretion of the Chief of Police. The Employer shall notify the Association at

least 30 calendar days in advance, except in an emergency, of the intent to change, modify, rescind, or institute any new work condition(s) or privilege(s) of employment or any new policy or order.

Employer shall take into consideration written responses made by the Association prior to the implementation of any such change and afford the Association an opportunity to confer with the Employer. This Article will not diminish, detract from, or supersede any of management's rights as set forth in this contract.

When the City complies with this Article by giving at least 30 calendar days notice to the Association and considering written responses made by the Association, no past practice claims regarding this collective bargaining agreement may be raised. In the event of a grievance based on a past practice after the city has complied with this Article, the City has no obligation to respond to the grievance and such grievance shall be considered void without requirement of addressing the merits of the grievance.

7.2 Monthly Shift Change, Shift Transfers and Job Vacancies.

- (A) The Chief of Police shall post the monthly shift change schedule at least five (5) business days prior to the beginning of said shift change. This requirement shall not limit the right of the Chief of Police to reassign employees in exigent circumstance to other shifts, based upon scheduling and manpower contingencies that may arise. The shift schedule shall include all officers who are on modified duty, injury or sick leave.
- (B) Recognizing that shift transfers and job assignments may require the assessment of a number of factors, the Chief of Police maintains the right to make all shift transfers and job assignments in accordance with his determination of what is in the best interest of the Department. Except for exigent circumstances an officer shall not be involuntarily transferred without five (5) business days notice. The Chief of Police shall adopt and provide a copy of the departmental transfer procedure to each employee.

Except in the case of an emergency, or unless operational circumstances require otherwise, job vacancies will be brought to the attention of employees so that those interested in a vacant position may express their interest to the supervisor who is responsible for selection. Notice of vacant positions, skills required, and process to be used to make the selection will be posted on the department web site and bulletin boards in the form of a staff memorandum and e-mailed to all employees. The Chief of Police shall make a reasonable effort to assure that all eligible employees under his/her command are aware of the vacancy and the process to be used to make the selection. Employees who are interested in a vacant position should contact the appropriate supervisor in writing. Before the vacancy is filled, employees will be allowed a reasonable amount of time to apply. Skills, knowledge, abilities, training, previous experience and seniority shall be among the factors considered in the policy adopted by the Chief of

Police. The Chief of Police shall post the results of his/her decision on the filling of any job vacancy.

- (C) Although not subject to the grievance procedure, should an employee feel that a misapplication of this provision in regards to shift changes, transfers or job assignments has occurred, he or she may file an informational complaint with the Chief of Police. The Chief of Police shall meet personally with the employee, and an Association representative if the employee makes that request, within 30-calendar days of the complaint being filed.

ARTICLE 8

NO STRIKE AND/OR NO LOCK-OUT

8.1 The Association agrees that, during the term of this Agreement, it shall not authorize, ratify, encourage, or otherwise support any strike, slow-downs, picketing, or any other form of work stoppage or interference with the business of the Employer, and will cooperate with the Employer in preventing and/or halting any such action. Employer agrees that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this agreement.

8.2 The Employer may discipline and/or discharge any employee who instigates, participates in, or gives leadership to, any act or conduct prohibited by Section (1) of this Article and which is prohibited by Chapter 143, Texas Local Government Code. Moreover, the Employer may invoke any remedies authorized by Chapter 174, Texas Local Government Code, in the event of any strike, work-stoppage, or slow-down.

ARTICLE 9

ASSOCIATION BUSINESS LEAVE

9.1 A Police officer may be involved in association business with approval of the chief of police or his designee as long as it does not interfere with the discharge of his/her duties or any assignments, or violate any of the provisions of this Agreement, and a police officer shall not be discharged, disciplined or discriminated against for such activity.

9.2 The collective bargaining team will be comprised of a minimum of four (4) officers and up to an equal number of officers as the City's team. The LPOA bargaining team members shall be allowed time off to meet or negotiate, if they are scheduled to work at that time, without loss of pay or benefits. Members of the collective bargaining team who are scheduled to work a shift immediately after a bargaining session that exceeds four (4) hours in duration shall be allowed time off without loss of pay or benefits.

9.3. The Association shall attempt to conduct all necessary Association business during off duty hours.

9.4 Prior to this agreement the city contributed two (2) hours per year per bargaining unit member to a pool referred to as the "Association Business Leave Pool." Effective with this agreement, the "Pool" hours will be used until the hours are exhausted. After the "Pool" hours have been exhausted, the city will allow the time off for Association business as requested. All requests for Association Business Leave will be made to the Chief of Police or his designee by the LPOA President. Association Business Leave means paid leave for one or more of the activities. Association Business Leave may be used for activities that include the following:

- (A) Attending seminars or workshops by up to four (4) members;
- (B) Attending CLEAT conventions and business meetings by up to six (6) members;
- (C) Appearing before the City Council, Texas Legislature, or U.S. Congress by the Association president or his designated representative;
- (D) Handling grievances, arbitrations, and/or other labor relations problems arising under this Agreement by the Association president or his designated representative;
- (E) Attending Association meetings by the Association president and his Executive Board; and
- (F) Attending to any other business of the Association by the president or his designated representative subject to the approval of the Chief of Police. Approval by the Chief shall not be unreasonably withheld.

9.5 The Association will be responsible for the payment of travel expenses and training fees for activities described under Section 9.4 A through F, above.

9.6 The Chief of Police shall establish a reasonable policy that permits the Association to use the Association business leave days in this agreement.

9.7 The Association agrees to indemnify, defend, and hold harmless the Employer against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by Employer for purposes of complying with provisions of this Article.

ARTICLE 10

PAYROLL DEDUCTION OF DUES AND ASSESSMENTS

10.1 The Employer agrees to deduct dues and assessments in an amount certified to be current by the Secretary or Treasurer of the Association from the pay of those employees who individually request, in writing, that such deductions be made. The frequency of such deductions shall be made at the direction of the City Manager or his designee, provided that the deductions are made for each member at least once per month. The total amount of deductions shall be remitted, each month, together with the names of the employees from whom dues have been collected by the

Employer and the dues shall be forwarded by direct deposit to the bank account of said Association.

10.2 Except as provided for in Section 10.3 of this Article, the Employer shall not authorize payroll deduction for membership dues to any other employee organization other than the Association until such time as any other employee organization other than the Association shall become the exclusive bargaining agent selected by a majority of the police officers of the Employer as set forth in § 174.102 of the Texas Local Government Code. Should a question arise as to who is the exclusive bargaining agent for the police officers of the Employer under § 174.02, the question shall be resolved as set forth in §174.104(a) and §174.104(b) of the Texas Local Government Code.

10.3 The Employer agrees to deduct dues in an amount certified to be current by the Treasurer of the Combined Law Enforcement Associations of Texas, hereinafter referred to as CLEAT, from the pay of those employees who individually request, in writing, that such deductions be made during the term of this agreement or until such time as any other employee organization other than the Laredo Police Officers Association (the Association) shall become the exclusive bargaining agent as set forth in Section 10.2 above. The frequency of such deductions shall be made at the direction of the City Manager or his designee provided that the deductions are made for each member at least once per month. The total amount of deductions shall be remitted, each month, together with the names of the employees from whom the dues have been collected by the Employer and the dues shall be forwarded to the Corporate office of CLEAT.

10.4 The Association and CLEAT agrees to indemnify, defend, and hold harmless the Employer against any claims, demands, suits, or any other form of liability that shall arise out of or as a result of any action taken by the Employer for purposes of complying with the provisions of this Article.

ARTICLE 11

SENIORITY

11.1 Seniority shall be considered only in the determination of rights and priorities as set forth below:

- (A) Promotions in accordance with Chapter 143, of the Texas Local Government Code, or as stated in this agreement.
- (B) Lay-off and recall.
- (C) When annual vacation is to be granted, with the permission of the Chief of Police, length of time in a rank is to be considered first over seniority.
- (D) When considering shift assignments, days off related to platoon changes in the same job assignment and shift balancing. Disputes arising from this sub-section shall be resolved pursuant to Article 7.2 of this Agreement.

- (E) Seniority shall be lost in the following instances:
1. Resignation;
 2. Discharge for cause;
 3. Unexcused failure to return to work when recalled from lay-off, as set forth in recall procedure as prescribed by Texas Local Government Code, Section 143.085.
 4. Unexcused failure to return to work after expiration of a formal leave of absence;
 5. Retirement;
 6. Lay-off for a continuous period of six (6) months, or for the length of the employee's seniority, whichever is greater;
 7. Working for another Employer without express approval of the Chief of Police, while on sick leave, funeral leave, injury leave, or leave without pay, in accordance with Article 17 of this agreement; or
 8. Any disciplinary suspension over six (6) months, i.e., seniority is not recognized during the period of suspension.

ARTICLE 12

PROMOTIONS

12.1 All promotions shall be made in accordance with Chapter 143, Texas Local Government Code, except as otherwise specifically provided for in this agreement. All vacancies occurring in any classification shall be filled by permanent appointment from eligibility lists as set forth under Chapter 143, Texas Local Government Code, except as otherwise specifically provided for in this agreement.

12.2 Eligibility for Promotion.

- (A) Minimum time period for eligibility

1. Effective for all cadets hired after October 1, 2007, a police officer, is not eligible for promotion to the rank of investigator unless the police officer has served in the Laredo Police Department in the position of a police officer for at least (four) 4 years immediately before the date the promotional examination is posted.

2. A police officer holding the classified position of Investigator or higher, is not eligible for promotion to the next classified position unless the person has served in the Laredo Police Department in the next lower classified position for at least two (2) years immediately before the date the promotional examination is posted.
3. Except however, an officer returning from a higher appointed position to his former classified position shall be eligible for his next promotional examination provided that he served in the appointed position and former classified position for a combined total of at least two (2) years.
4. For the purpose of this section, the times referred to in paragraphs 1 and 2 do not include any time awarded by the City or a hearing officer or a court of law.

12.3 Promotional Examination Notice.

- (A) Before the 90th calendar day before the date a promotional examination is held, the Commission shall post a notice that lists the sources from which the examination questions will be taken.
- (B) Before the 30th calendar day before the date a promotional examination is held, the Commission shall post a notice of the examination in plain view at City Hall. The notice must show the position to be filled or for which the examination is to be held, and the date, time, and place of the examination. The Commission shall also furnish sufficient copies of the notice for posting in the stations or work stations in which the position will be filled.
- (C) The notice required by 12.3(B) above may also include the name of each source used for the examination, the number of questions taken from each source, and the chapter used in each source.

12.4 Eligibility for Promotional Examinations.

- (A) Each promotional examination is open to each Police Officer who meets the eligibility criteria outlined in Sections 12.1 and 12.2 for the classification for which the examination is to be held.
- (B) If the department has adopted a classification plan that classifies positions on the basis of similarity in duties and responsibilities, each promotional examination is open to each Police Officer who meets the eligibility criteria in Sections 12.1 and 12.2 in the classification for which the examination is to be held.

- (C) If there are insufficient Police Officers in the next lower position to provide an adequate number of persons to take the examination, the Commission shall open the examination to all persons in that position.

12.5 Promotional Examination Procedure.

- (A) The Commission shall adopt rules governing promotions and shall hold promotional examinations to provide eligibility lists for each classification in the police department. Unless a different procedure is adopted under an alternate promotional system as provided by Section 143.035, Texas Local Government Code, the examination shall be held substantially as prescribed by this Section.
- (B) Each eligible promotional candidate shall be given an identical examination in the presence of the other eligible promotional candidates.
- (C) The examination questions must test the knowledge of the eligible promotional candidates about information and facts and must be based on:
1. The duties of the position for which the examination is held;
 2. Material that is of reasonably current publication and that has been made reasonably available to each member of the police department involved in the examination; and
 3. Any study course given by the departmental schools of instruction.
 4. Source materials for promotional exams may not be changed once notice of the exam is posted. The source materials shall not be selected by a person that has a conflict of interest. The source material may not be selected by any member who is also a candidate for the same test and all testing materials selected must have the approval of the police chief; unless there is a Court or Civil Service Commission Ruling.
- (D) The examination questions must be taken from the sources posted as prescribed by Section 143.029(a), Texas Local Government Code, Police Officers may suggest source materials for the examination.
- (E) The examination questions must be prepared and composed so that the grading of the examination can be promptly completed immediately after the examination is over.
- (F) The Director of the Civil Service Commission is responsible for the preparation and security of each promotional examination. The fairness of the competitive promotional examination is the responsibility of the Commission, the Director, and each municipal employee involved in the preparation or administration of the examination. The questions on a written promotional examination shall be

changed for each examination to avoid repetitive questions from a prior written examination; however, since the question may be generated from a larger pool of questions randomly selected for the subsequent tests, individual questions may be repeated from previous tests.

- (G) A person commits an offense if the person knowingly or intentionally:
 - 1. Reveals a part of a promotional examination to an unauthorized person; or
 - 2. Receives from an unauthorized or authorized person a part of a promotional examination for unfair personal gain or advantage.
- (H) An offense under Subsection G above is a misdemeanor punishable by a fine of not less than \$1,000, confinement in the county jail for not more than one year, or both the fine and the confinement.

12.6 Promotional Examination Grades.

- (A) The grading of each promotional examination shall begin when one eligible promotional candidate completes the examination. As the eligible promotional candidates finish the examination, the examinations shall be graded at the examination location and in the presence of any candidate who wants to remain during the grading.
- (B) Unless a different procedure is adopted under an alternate promotional system as provided by Section 143.035, Texas Local Government Code, each applicant's grade on the written examination is based on a maximum grade of 100 points and is determined entirely by the correctness of the applicant's answers to the questions. All applicants who receive a grade of at least 70 points (exclusive of seniority points) shall be determined to have passed the examination. If a tie score occurs, the Commission shall determine a method to break the tie.
- (C) Within 24 hours after a promotional examination is held, the Commission shall post the individual raw test scores at City Hall and Main Police Station.

12.7 Review and Appeal of Promotional Examination.

- (A) On request, each eligible promotional candidate from the police department is entitled to examine the person's promotional examination and answers, the examination grading, and the source material for the examination. If dissatisfied, the candidate may appeal, within five (5) business days, to the Commission for review.
- (B) The eligible promotional candidate may not remove the examination or copy a question used in the examination.

12.8 Oral Interview.

- (A) The oral interview board shall consist of three persons.
- (B) Two persons shall be from outside of the Police Department who currently hold a supervisory position in a law enforcement agency operating in a city of at least 200,000 population.
- (C) The other person shall be from within the Police Department who holds the rank of or higher than the candidates that are being examined for. The Chief of Police shall select at least six names and the Association shall select one of those six.
- (D) Prior to the interview, the board members will select five situational questions from 60 situations developed by the Chief of Police. The five situations selected for each candidate should permit the panel members to explore and assess each of the following characteristics: interpersonal skills, problem solving, departmental procedures, fairness, and oral communication skills. Each member will rate each candidate independently. Panel members must decide whether the responses to a particular situation and the skills displayed are considered "good" (6 points), "acceptable (4 points), "substandard" (2 points), or an "x" for a non-score. The "x" does not count as a rating. Each panel member averages the scores in each characteristic and the total promotional interview score is derived from summing the rating of each rater. The candidate shall receive their oral interview score at the completion of their interview.
- (E) The five situational questions shall be changed each examination cycle to avoid repetitive questions from a prior oral examination and shall be chosen from the remaining questions in the pool.
- (F) The results of the oral interview will be forwarded to the Civil Service Commission within three working business days after the completion of each phase.

12.9 Commission Posts Final Eligibility List

The Commission shall prepare a final eligibility list and post same with the respective ranking of all candidates based on the following maximum scores:

Investigator Examination

Written Examination -	A maximum of 100 points.
Oral Interview -	A maximum of 30 points
Seniority Points -	One (1) point for each complete year the Officer has served as a classified Officer with the Laredo Police Department immediately before the date of the written promotional examination up to a maximum of 10 points. Seniority

points will not be added until the Officer has successfully completed the written examination and oral interview.

Maximum Points -	140 points
Sergeant, Lieutenant or Captain Examination	
Written Examination -	A maximum of 100 points.
Oral Examination -	A maximum of 30 points
Seniority Points -	One (1) point for each complete year the Officer has served as a classified Officer with the Laredo Police Department immediately before the date of the written promotional examination up to a maximum of 10 points
Effective upon expiration or earlier exhaustion of any promotion eligibility list for Sergeant, Lieutenant or Captain in existence on October 1, 2012, One (1) point for each complete year the Officer has served in their current classification as an Investigator, Sergeant or Lieutenant, as applicable, immediately before the date of the promotional examination, with a maximum of 5 points. Seniority points will not be added until the Officer has successfully completed the written examination and oral interview.	
Maximum Points -	145 points

12.10 Procedure for Making Promotional Appointments.

- (A) When a vacancy occurs in a non-entry position that is not appointed by the Chief of Police as provided in 143 of the Texas Local Government Code, then the vacancy shall be filled as prescribed by this Section.
- (B) If an eligibility list for the position to be filled exists on the date the vacancy occurs, the Civil Service Commission Director, on request by the Chief of Police, shall certify to the Chief of Police, the names of the three persons having the highest grades on that eligibility list. The Commission shall certify the names within 10 calendar days after the date the Commission is notified of the vacancy. If fewer than three names remain on the eligibility list or if only one or two eligible promotional candidates passed the promotional examination, each name on the list must be submitted to the Chief of Police.
- (C) The Commission shall submit names from an existing eligibility list to the Chief of Police until the vacancy is filled or the list is exhausted.
- (D) If an eligibility list does not exist on the date a vacancy occurs or a new position is created, the Commission shall hold an examination to create a new eligibility

list within 90 calendar days after the date the vacancy occurs or a new position is created.

- (E) If an eligibility list exists on the date a vacancy occurs, the Chief of Police shall fill the vacancy by permanent appointment from the eligibility list furnished by the Commission within 60 calendar days after the date the vacancy occurs. If an eligibility list does not exist, the Chief of Police shall fill the vacancy by permanent appointment from an eligibility list that the Commission shall provide within 90 calendar days after the date the vacancy occurs.
- (F) Unless the Chief of Police has a valid reason for not appointing the person, the Chief of Police shall appoint the eligible promotional candidate having the highest grade on the eligibility list. If the Chief of Police has a valid reason for not appointing the eligible promotional candidate having the highest grade, the Chief of Police shall personally discuss the reason with the person being bypassed before appointing another person. The Chief of Police shall also file the reason in writing with the Commission. On application of the bypassed eligible promotional candidate, the reason the Chief of Police did not appoint that person is subject to review by the Commission.
- (G) If a person is bypassed, the person's name is returned to its place on the eligibility list and shall be resubmitted to the Chief of Police if a vacancy occurs. If the Chief of Police refuses three times to appoint a person, files the reasons for the refusals in writing with the Commission, and the Commission does not set aside the refusals, the person's name shall be removed from the eligibility list.
- (H) Each promotional eligibility list remains in existence for one year after the date of final eligibility list as defined in 12.9(E) unless exhausted. At the expiration of the one year period, the eligibility list expires and new examination may be held.

12.11 Educational Requirements for Certain Promotions.

Effective October 1, 2013, as to Officers appointed thereafter only, Officers appointed to the rank of Lieutenant shall be required as a condition of maintaining the rank to obtain sixty (60) college credit hours from an accredited college or university within forty-eight (48) months after being appointed. Officers who fail to complete this requirement within the specified time period shall be demoted within thirty (30) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

Effective October 1, 2013, as to Officers appointed thereafter only, Officers appointed to the rank of Captain shall be required as a condition of maintaining the rank to obtain an Associate Degree or ninety (90) college credit hours from an accredited college or university within forty-eight (48) months after being appointed. Officers who fail to complete this requirement within the specified time period shall be demoted within thirty (30) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous

civil service rank and seniority.

Effective October 1, 2013, as to Officers appointed thereafter only, Officers appointed to the rank of Deputy Chief or Assistant Chief shall be required as a condition of maintaining the appointed rank to obtain a Bachelor's Degree from an accredited college or university within forty-eight (48) months after being appointed. Officers who fail to complete this requirement within the specified time period shall be demoted within thirty (30) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

ARTICLE 13

SALARY AND WAGES

13.1 Salary, Working Conditions and Benefits for Management Positions.

The Salary, working conditions, and benefits of the management positions of the Deputy Chief and the Assistant Chief shall be set by the City.

13.2 Hourly Base Pay.

**City of Laredo
Police Contract Salary Increase
Effective the first pay period after the execution of this Agreement**

		2%		2%	
		10/1/2011		11/25/2012	
		Rate	Rate	Rate	Rate
(1) New Cadet 0 thru 11 mos.		Hourly Monthly Annual	23.75 4,116.67 49,400.00	23.75 4,116.67 49,400.00	23.75 4,116.67 49,400.00
Current Cadet 0 thru 11 mos.		Hourly Monthly Annual	23.75 4,116.67 49,400.00	24.23 4,199.00 50,388.00	24.71 4,282.98 51,395.76
Patrol Officer 12 thru 23		Hourly Monthly Annual	24.90 4,316.00 51,792.00	25.40 4,402.67 52,832.00	25.91 4,491.07 53,892.80
Patrol Officer 24 thru 35 mos.		Hourly Monthly Annual	26.28 4,555.20 54,662.40	26.81 4,647.07 55,764.80	27.35 4,740.67 56,888.00
Patrol Officer 36 thru 59 mos.		Hourly Monthly Annual	29.53 5,118.53 61,422.40	30.12 5,220.80 62,649.60	30.72 5,324.80 63,897.60
Patrol Officer 60 thru 119 mos.		Hourly Monthly Annual	32.08 5,560.53 66,726.40	32.72 5,671.47 68,057.60	33.37 5,784.13 69,409.60
Patrol Officer 120 and over mos.		Hourly Monthly Annual	33.48 5,803.20 69,638.40	34.15 5,919.33 71,032.00	34.83 6,037.20 72,446.40
Investigator All		Hourly Monthly Annual	35.10 6,084.00 73,008.00	35.80 6,205.33 74,464.00	36.52 6,330.13 75,961.60
Sergeant 0-59 mos.		Hourly Monthly Annual	36.73 6,366.53 76,398.40	37.46 6,493.07 77,916.80	38.21 6,623.07 79,476.80
Sergeant 60 and Over mos.		Hourly Monthly Annual			39.36 6,822.40 81,868.80
Lieutenant All		Hourly Monthly Annual	41.89 7,260.93 87,131.20	42.73 7,406.53 88,878.40	43.58 7,553.87 90,646.40
Captain All		Hourly Monthly Annual	46.44 8,049.60 96,595.20	47.37 8,210.80 98,529.60	48.32 8,375.47 100,505.60
<i>(1) Cadet entry pay remains the same for the duration of the contract</i>					

ARTICLE 14

EDUCATION, INCENTIVE, LONGEVITY PAY AND FTO PAY

14.1

Effective October 1, 2009 the employer shall pay monthly premium pay for certification pay as shown in the Certification Pay Table below:

CERTIFICATION PAY

Patrol Officer - Assistant Chief with one year or more	Intermediate Certificate	Advanced Certificate	Master Certificate	Instructor License/ Certificate	Intoxilyzer License/ Certificate	Fingerprint Certificate	Advanced Latent Print Certificate
Patrol Grade 1- 5 & Investigator	112.34	140.43	148.48	29.90	18.40	18.40	29.90
Lieutenant & Sergeant	125.11	156.39	164.44	35.11	21.07	21.07	35.11
Captain	130.00	160.00	170.00	39.10	23.46	23.46	39.10
Deputy Chief	135.00	170.00	180.00	41.96	25.17	25.17	41.96
Assistant Chief	145.00	180.00	190.00	44.45	26.67	26.67	44.45

Effective upon execution of this Agreement, the employer shall pay monthly premium pay for education pay as shown in the Education Pay Table below:

Patrol Officer – Assistant Chief with one year or more	Associate of Arts-Criminal Justice	Associate of Arts-Not Criminal Justice	Bachelor's Degree-Criminal Justice	Bachelor's Degree-Not Criminal Justice	Master's Degree
Patrol Officer & Investigator	\$100.00	\$100.00	\$174.85	\$125.00	\$150.00
Lieutenant & Sergeant	\$101.32	\$100.00	\$199.65	\$136.32	\$150.00
Captain	\$106.69	\$100.00	\$216.19	\$146.66	\$150.00
Deputy Chief	\$113.15	\$100.00	\$230.67	\$155.98	\$150.00
Assistant Chief	\$119.62	\$100.00	\$244.10	\$163.92	\$150.00

Effective October 1, 2015 the employer shall pay monthly premium pay for education pay as shown below:

Patrol Officer – Captain with one year or more	Associate of Arts	Bachelor's Degree	Master's Degree
Patrol Officer – Captain	\$110.00	\$220.00	\$250.00

	Associate of Arts-Criminal Justice	Associate of Arts – Not Criminal Justice	Bachelor's Degree-Criminal Justice	Bachelor's Degree-Not Criminal Justice	Master's Degree
Deputy Chief	\$113.15	\$110.00	\$230.67	\$220.00	\$250.00
Assistant Chief	\$119.62	\$110.00	\$244.10	\$220.00	\$250.00

***NOTE:** Officers will only be paid for one degree or certificate in each set of categories; whichever commands the highest rate. In order for officers to draw the pay delineated in the Assignment Pay Table, they must be assigned to such duty.

Educational Incentive Pay shall be provided to officers who qualify for such payment by furnishing documented proof of an Associate, Bachelor, or Master Degree to the Chief of Police. Officers who hold an Associate, Bachelor, or Master Degree shall receive "Educational Incentive Pay. All college hours must be from an Accredited College or University. For purposes of this Agreement, an institution of higher education must be accredited by a state education department or by the Southern Association of Colleges and Schools or the Council for Higher Education Accreditation (CHEA) and/or United States Department of Education (USDE). In cases where the validity of a college or university accreditation is raised, outside of this definition, the chief, at his discretion, may accept or reject the question on any university's accreditation.

14.2 Longevity Pay.

In addition to all monies paid for services rendered, the Employer agrees to pay each employee covered by this agreement the sum of FIVE DOLLARS (\$5.00) per month longevity pay for each year of service in the department up to and including 25 years of service.

14.3 Field Training Officer (FTO) Pay.

TCLEOSE certified Field Training Officers (FTO) shall be paid an incentive pay of one-and-one half hours (1-1/2) at his regular rate of pay for each shift that he is assigned a trainee by the Field Training Coordinator. These one-and-one half (1-1/2) hours shall be approved by the Field Training Coordinator. These one-and-one half (1-1/2) hours are approved for completion of FTO forms and testing.

14.4 Bomb Squad Pay

Effective October 1, 2007 the employer shall pay all ranks assigned to the Bomb Squad a monthly rate of Eighty Dollars (\$80.00).

14.5 Special Weapons and Tactical (S.W.A.T.) Team Pay

Effective October 1, 2008 the employer shall pay all ranks assigned to the S.W.A.T. Team a monthly rate of Eighty Dollars (\$80.00).

ARTICLE 15

OVERTIME AND OTHER HOURLY PAY

15.1 The hourly rate of pay shall be employee's annual salary divided by 2080 hours.

15.2 Overtime Pay.

All work performed by a member of the Bargaining Unit in excess of eight (8) hours in one day or 40 hours in any work week shall be deemed overtime, and shall be compensated on the basis of one and one half (1-1/2), the officer's regular rate of pay or on the basis of compensatory time, as is now the practice. However, overtime shall not be paid unless the officer has earned at least 80 hours in the same pay period of paid time. Hours worked, which would otherwise be overtime shall be paid as straight time until the officer accumulates 80 hours of paid time in a pay period (14 calendar days cycle). Paid time includes authorized leave with pay.

When two or more types of overtime or premium compensation are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no event shall overtime or premium compensation be pyramided.

15.3 Call-Back Pay.

All members of the Department covered by the terms of this agreement who are called back to work from off-duty by the Chief of Police or his designee shall be paid at least three hours minimum pay or actual time worked (whichever is greater) at one and one half (1-1/2) times the base rate of pay, if applicable, as outlined in Section 15.2. Call-back pay will be paid only once during any 4 hour period of time.

15.4 Stand-By Pay.

When a member is off-duty and is officially designated and ordered by the Chief of Police or his appointed designee to stand-by duty for court, the member shall receive one half (1/2) of the regular rate of pay. In all other situations, the member shall receive overtime pay.

15.5 Court Time.

- (A) Any off-duty officer who attends as a witness in any matters related to the performance of his assigned duties in either a criminal matter or in a civil matter in any case pending in the District Court, Juvenile Court, or in any County Court, Municipal Court, or before any grand jury proceedings or in conference with the District Attorney or Assistant District Attorney, or in pre-trial conference or any other related hearings, or at any proceedings by any city, county, state, or the federal government or any subdivisions or agencies thereof, shall be entitled to compensation, if applicable" as outlined in Section 15.2, for a minimum of three (3) hours or actual time served.
- (B) On any occasion when an officer is scheduled to work a shift beginning at 7:00 p.m. or later, and he is in court the same day, then the officer may, with the permission of his shift supervisor notify the Department that he is waiving overtime pay, and the time such officer shall have spent in court will be credited to the time otherwise scheduled for the officer to work on that night shift. Conversely, such officer may choose to accept the court pay and work the full scheduled shift. If an officer is in court in the same case for six (6) or more consecutive hours each day, his working hours, beginning on the second day, shall be those hours during which he is attending court. On the day which he is released from court, if he has been in court three (3) or less hours, he must return to his regular shift. If the day which he is released from court, if he has been in court three (3) to five (5) hours he may elect to return to his regular shift and receive court pay for that day.
- (C) In Civil Service Commission hearings, and in court appearances involving civil service matters, the affected officer and/or the Association shall work in a spirit of cooperation to minimize the number of officers to be subpoenaed. The Association agrees to have the Civil Service Commission/Arbitrator place police officers on an on-call basis when subpoenaed to a hearing.

15.6 Evening and Night Shift Differential Pay.

Personnel assigned to the evening and night shifts will receive the following additional hourly pay:

- (A) The "Evening Shift" is any eight (8) hour shift started no earlier than 2:00 p.m. An additional thirty-five cents (\$.35) per hour shall be paid to each member of the bargaining unit working any increment of the Evening Shift.

- (B) The "Night Shift" is any eight (8) hour shift started no earlier than 10:00 p.m. An additional sixty cents (\$.60) per hour shall be paid to each member of the bargaining unit working any increment of the Night Shift.

Effective upon execution of this Agreement, personnel assigned to the evening and night shifts will receive an additional five cents (\$.05) per hour as applicable to Section 15.6(A) or (B).

Effective October 1, 2013, personnel assigned to the evening and night shifts will receive an additional ten cents (\$.10) per hour as applicable to Section 15.6(A) or (B).

Effective October 1, 2014, personnel assigned to the evening and night shifts will receive an additional five cents (\$.05) per hour as applicable to Section 15.6(A) or (B).

Effective October 1, 2015, personnel assigned to the evening and night shifts will receive an additional ten cents (\$.10) per hour as applicable to Section 15.6(A) or (B).

15.7 Canine Service Pay

1. Canine handler is a duty assignment made by the Chief of Police and no officer will be assigned to care for more than one canine at any time. A canine handler is required to train, maintain skills and perform duties to include complete and twenty four (24) hour care of a service canine, not required of regular patrol officer. The City shall provide the canine handler for all support of the police canine.
2. All officers who are charged with the responsibility for and who are assigned duties for the care of a service canine to be used in law enforcement functions shall be compensated for an amount which is equivalent to two (2) hours of pay each week. The rate of pay will be at an overtime rate, as outlined in Section 15.2. Also, a canine handler shall be permitted to properly service (i.e. feed, groom, exercise, train, equip, medicate, etc.) an assigned canine for a minimum of one (1) hour per day while on duty.
3. A canine handler on any paid leave shall be compensated at the rate of one (1) hour of pay for each day of leave and will continue to receive the two (2) hours weekly pay as outlined in 15.2 or, may elect to have the canine housed in a kennel at the city's expense. For ten (10) or less consecutive days of leave, it shall be the canine handler's choice whether to receive pay or have the canine housed at a kennel at the city's expense. For leave of more than 10 consecutive days, it shall be the Chief's decision whether to continue the canine service pay or have the canine housed at a kennel at the city's expense.
4. If a canine handler is unable to or did not care for a service canine for an extended period (more than four consecutive days), the canine handler will not be entitled to receive the amount specified in paragraph 15.7(2) for that week.

5. The parties agree that an accurate computation of hours of work and caring for a police canine is difficult or impossible to determine and therefore the parties agree that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances.
6. When a police canine is retired (taken out of service by the City), the Chief of Police shall award the police canine to the current canine handler, if the officer so desires. The City shall have no further obligation for the care and support of the police canine.

ARTICLE 16

UNIFORMS

16.1 All Cadet officers shall receive the uniforms and related equipment listed below at no cost to the employee: the Employer may replace or repair the items lost, stolen, or damaged in the line of duty and not due to the negligence of the officer, subject to Section 2 below:

Cap (1 ea.)	Handcuff, w/case (OTI)	Tie (2 ea.)
Shirts (3 short & 3 long sleeve)	Baton w/holder (OTI)	Badges (OTI)
Pants (4 ea.)	Mace, w/case (OTI)	Name Plates (OTI)
Sam Browne Leather (OTI)	Raincoat (OTI)	Flashlight w/batteries (OTI)
Tuffy Jacket (OTI)	Under Belt (OTI)	C&D cells (OTI)
Pouch for Rubber Gloves (OTI)	Holster (OTI)	Pen, Notebook & Clipboards (OTI)

NOTE:

1. One Time Issue (OTI)
2. Each Officer will be issued one (1) Tuffy Jacket.
3. The Employer will not unreasonably withhold replacement of said items.

Effective upon execution of this Agreement, the Employer shall furnish to Officers required to wear a uniform one (1) additional shirt up to a total seven (7) shirts in any combination of short and long sleeve at the officer's discretion and one additional pair of pants up to a total of five (5).

16.2 Uniform and equipment replacement for employees will be on a one-for-one basis with the damaged item or a statement of loss being presented before the item is replaced for the employee. Under the aforementioned conditions, the Employer may replace or repair the items lost, stolen, or damaged in the line of duty and not due to the negligence of the employee. The Chief of Police may consider the replacement of uniforms for other situations not covered by this Section on a case-by-case basis. The Employer will not unreasonably withhold replacement of said items.

16.3 The Employer may replace or repair the items lost, stolen, or damaged in the line of duty and not due to the negligence of the officer (exclusive of normal "wear and tear") that are listed below; the Employer will not unreasonably withhold replacement of said items:

- (A) Footwear: 80% of cost not to exceed \$100.00
- (B) Wristwatches: 80% of cost not to exceed \$75.00
- (C) Prescription eyeglasses/contact lens (80% of cost not to exceed \$200.00)
- (D) Winter gloves: 80% of cost not to exceed \$30.00

16.4 The Employer shall provide uniform officers with laundry service.

16.5 Clothing Allowance.

Any officer required to be in plainclothes for 90 calendar days or more will receive a clothing allowance beginning on the 91st calendar day of assignment. The eligible officer will receive Three Hundred Seventy-Five Dollars (\$375.00) gross per quarter for a total annual gross clothing allowance of One Thousand Five-Hundred Dollars (\$1,500.00). Quarterly clothing allowance disbursements will be paid with the regular payroll checks. Clothing allowance will only be paid to officers whose assignment is consistent with their job description and who are directed by the Chief of Police or his designee to be in plainclothes for 90 calendar days or more. Clothing purchased with the clothing allowance shall be of such a standard that it will promote the professional image of the Laredo Police Department. The Employer may replace or repair items lost, stolen, or damaged in the line of duty not due to the negligence of the employee. The Employer will not unreasonably withhold replacement of said items. The Employer shall provide plainclothes officers with laundry service. This laundry service will be for five (5) shirts/blouses and five (5) pants and it will be on a bi-weekly basis. The Employer will provide laundry service in accordance to City of Laredo's procurement policy and procedure. This service will become effective on the date that this Agreement is executed.

ARTICLE 17

LEAVE

17.1 Vacation.

(A) Vacation shall be earned as indicated below:

YEARS OF SERVICE	HOURS PER PAY PERIOD	HOURS PER YEAR
0 thru end of 12 th month	3.08	80.08 hours
1 st thru end of 13 th year	4.62	120.12 hours
14 th thru end of 16 th year	4.93	128.18 hours
17 th thru end of 19 th year	5.24	136.24 hours
20 th thru end of 22 nd year	5.54	144.04 hours
23 rd thru end of 25 th year	5.85	152.10 hours
Over 26 years	6.16	160.16 hours

- (B) Officers of the department shall start to earn vacation leave as of their first day of employment. However, vacation leave may not be taken until after the first anniversary date of employment.
- (C) In computing the length of time during which an officer may be absent from work for vacation, only those calendar days which the member would be required to work if he were not on vacation shall be counted as vacation days.
- (D) The vacation list for the following year shall be posted not less than 30 calendar days prior to the officer's assigned vacation period.
- (E) The maximum amount of annual leave that an officer may carryover from one fiscal year to the next is four hundred eighty (480) hours. Any annual leave over the four hundred eighty (480) hours maximum shall be forfeited. Maximum payable upon separation of service is four hundred eighty (480). No officer shall be eligible for vacation as provided herein unless he has worked 1,040 hours in the preceding 365 day period. If the officer is on injury leave for a duty related injury or illness and has not worked the required 1,040 hours in the preceding 365 day period, the officer will be allowed to rollover any vacation leave hours in excess of four hundred eighty (480).
- (F) Any officer who is separated from the service by reason of resignation, death, retirement or discharge shall be compensated for all accumulated unused vacation time at the regular rate of pay at the time of separation.

17.2 Sick Leave.

- (A) Each officer shall accumulate 110.4 hours per year of sick leave, or 4.24 hours per pay period. Each officer shall accumulate seventy-eight (78) hours per year, or 3.00 hours per pay period, during their 12-month probationary period. Thereafter, each officer shall accumulate 110 hours per year or 4.24 hours per pay period.
- (B) Each officer shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed.
- (C) Any officer incurring a non-duty sickness or disability in a pay status shall continue to accrue and accumulated sick leave.
 - 1. However, any sick leave day taken on a holiday as listed in 18.1 of Article 18, shall require a written medical excuse from a doctor.
 - 2. Officers who report sick for more than three (3) consecutive shifts will be required to bring a doctor's medical excuse using the approved Laredo Police Department form which must specify the exact dates for which the medical excuse applies.
- (D) The Employer shall provide injury leave with full pay for periods of time commensurate with the nature of injuries received while in line of duty up to one (1) year. At the expiration of one year, the City Council or governing body may extend such injury leave, at full or reduced pay.
- (E) Sick leave not actually used may be accumulated and paid to police officers upon retirement or death without a limitation. In the event that a police officer for any other reason leaves the classified service, he shall receive, in a lump sum payment, the full amount of his salary for his accumulated sick leave, provided that such payment does not exceed a maximum of 720 hours of accrued sick leave. However, anyone hired after October 1, 2007, will be paid accumulated sick leave upon retirement or death up to a maximum of one thousand four hundred forty (1,440) hours.
- (F) Upon retirement under the TMRS retirement system, each retiring employee shall receive from the City eight (8) additional hours of sick leave for each full year of service. This also applies to an officer who dies while employed by the City. Such additional days will be referred to as accrued sick leave and shall be paid in addition to accumulated sick leave. The accrued sick leave described in this subsection (F) is in addition to the accumulated sick leave described in subsection (E).

17.3 Serious Illness Pool.

- (A) Effective on the pay period following the execution of this contract each member of the bargaining unit shall cease their contribution of one (1) hour per pay period

of sick leave into a Serious Illness Pool. Serious Illness Leave, as outlined below, will be reduced from the Serious Illness Pool balance until it is exhausted. After the Serious Illness Pool is exhausted, the City shall then continue to provide Serious Illness Leave as outlined in Exhibit A.

(B) The following requirements determine when Serious Illness Leave may be taken:

1. Officers on probationary status with the Laredo Police Department will be ineligible to participate in the Serious Illness Leave. Non-Probationary Officers with less than four (4) years of service with the Laredo Police Department may use up to 720 hours of Serious Illness Leave after 40 hours non-job related illness or injury. The first 40 hours shall be charged to the officer's accumulated sick leave, or if personal sick leave has been exhausted, then to other leave time.
2. All other officers may use Serious Illness Leave after 40 hours of continuous non-job related illness or injury. Provided, however, in addition, before being entitled to use hours, such officer must first use all his accumulated personal sick leave in excess of 1080 hours.
3. No officer shall be permitted to use more than 1,440 Serious Illness Leave hours for a single illness or injury.
4. Serious Illness Leave may not be used for injuries or illnesses sustained in the line of duty.
5. Serious Illness Leave shall be solely for the benefit of officers with a non-job related injury or illness or disability which incapacitates (i.e. confines the employee to his residence or medical facility) an officer. Serious Illness Leave hours shall not revert to the accumulated sick leave of individual employees. An officer qualifies for Serious Illness Leave for conditions such as:
 - a) cancer;
 - b) heart attack or stroke;
 - c) a non-work accident that incapacitates the employee (confines the employee to his residence);
 - d) surgery which is followed by a period of recovery requiring the employee to remain bed-ridden; and
 - e) other conditions will be considered and evaluated on an individual basis in accordance with applicable City personnel policies.
6. Pregnancy is not usually considered a serious illness. However, when the attending physician certifies that the patient must remain in bed or lose the baby and/or endanger the mother's health, the condition may qualify for Serious Illness Leave. Provided the employee is eligible time-wise, up to 480 hours may be approved from Serious Illness Leave for those employees who

have been diagnosed by the doctor as requiring absolute bed rest. The City agrees that their maternity policy shall:

- i. During a pregnancy, an officer may be able to continue to work in her usual, full-time duty assignment per verification of her physician's written orders. NOTE: For clarification of any physical job restrictions. A Physical Job Description Form shall be provided to the police officer in order to clarify restrictions by the physician. This form shall be signed by the physician and turned in by the police officer to the proper division in a timely manner in order to facilitate and expedite her current work duty assignments.
 - ii. The number and type of modified duty positions shall be available on a limited basis to duty in the following positions and only when work in those positions is needed due to vacancies or temporary absence of regular assigned personnel: expedited cases in units that utilize such assignments, call-takers in communications, records, and various clerical positions. The officer must possess the skills necessary to perform such duties in order to be assigned to each specific duty. Maternity duty will not include work that involves the likelihood of encountering toxic chemicals, such as raids on clandestine drug labs or intensive traffic enforcement, or work that involves a high likelihood of suffering trauma.
 - iii. Absent specific medical considerations, officers working maternity duty shall continue in a full-time working status.
 - iv. Officers on maternity duty shall not be assigned to the front lobby.
7. Treatment for alcoholism or drug related problems are not normally considered eligible for Serious Illness Leave. However, in a case where the employee is being treated for the first time for an alcohol or drug-related problem and is certified by a physician as requiring confinement in order to be treated and cured, use of Serious Illness Leave may be approved. Provided the employee is eligible time-wise, up to 240 hours may be charged against Serious Illness Leave in such a case. Need for repeated treatments to cure alcoholism or drug-related problems will not be considered as being eligible for Serious Illness Leave.
 8. The employee shall follow the City's policy, as to requesting and granting the use of Serious Illness Leave. This policy was established on April 14, 1997 and amended on August 17, 2007, and incorporated hereto as Exhibit A.

17.4 Funeral Leave.

- (A) In the event of death in the immediate family of an employee covered by this agreement, the employee shall be granted up to twenty-four (24) hours off with pay, excluding days off. "Immediate family" is defined as the spouse and children of the employee, and the employee's or spouse's father, mother, brother, sister, grandparent, grandchild or legal guardian.
- (B) In the event that an active duty Police Officer dies or is killed in the line of duty, the Chief of Police shall appoint, on an additional duty basis, a Police Officer to serve as a Family Assistance Officer. When acting in this capacity the Family Assistance Officer will assist the immediate family of the deceased Police Officer in accordance with the directions of the Chief of Police.

17.5 Leave Without Pay.

Each employee covered by the terms of this agreement may be allowed a leave of absence for just cause and without pay up to 720 hours with written permission of the Chief of Police or up to six (6) calendar months upon approval of the City Manager.

17.6 Leave Without Pay for Elective Public Office.

An officer who announces for any elective public office shall immediately take a leave of absence in conformance with applicable state law and City Charter requirements.

17.7 Sick Leave Buy-Back.

- (A) The City may elect to purchase at base pay rate, unused sick leave hours from officers who have accumulated at least four hundred eighty (480) hours of sick leave prior to October 1st of a fiscal year at the rate of 1:1. In other words, the buy-back rate will be paid eight (8) hours of sick leave for every eight (8) hours of sick leave up to sixty-four (64) paid hours per fiscal year. Officers have no obligation to sell unused sick leave to the City. Officers who elect to sell unused sick leave shall receive payment from the City, no later than the first day of December of each year.

While the City has discretion to purchase unused sick leave under this provision, it agrees that so long as it purchases sick leave from any employee of the City, then the City is obligated to purchase unused sick leave under this provision.

- (B) If an officer elects to deposit the entire (100%) of his or her sick leave sold to the City into a deferred compensation plan, the City may buy eight (8) hours of unused sick leave in exchange for eight (8) hours paid up to ninety-six (96) paid hours per fiscal year from such officer. Employer shall use the established policy by which it may purchase unused sick leave at the base rate from officers who elect to do so and who have accumulated at least four hundred eighty (480) hours

of sick leave prior to October 1st of each fiscal year. Only those officers who participate in a deferred compensation plan which has been approved by the City shall be eligible to deposit their sick leave sold to the City.

17.8 Military Leave.

An Officer that is required to take military leave shall be entitled to 120 hours of leave with pay or any additional leave that may be granted to City employees by ordinance.

17.9 Leave Donation.

- (A) The City hereby gives an officer the authority to donate day(s) of his or her unused accrued sick leave, accrued annual (vacation) leave, and/or accrued compensatory time and transfer said leave to another officer who has exhausted his or her accrued annual sick leave or compensatory time and is unable to return to work under conditions specified in subsection (B).
- (B) It is agreed by the parties that the purpose of this section is to provide additional leave days to an officer in the event of a serious illness or injury as certified by a licensed physician, that necessitates required convalescence and/or treatment for an illness, off the job injury, surgery, impairment, or physical/mental conditions where the officer is incapacitated for more than five (5) business days and is unable to perform all of the physical job requirements needed to perform the duties of a full time officer.
- (C) The donating officer who elects to donate unused accrued annual leave, sick leave, or compensatory time to another officer, recognizes and agrees that the donated leave days shall be deducted from his or her accrued leave/compensatory time account and shall not be refunded. Donations shall be in increments of no less than one day and total leave donations to any one officer shall be no less than the amount of days needed to cover the eligible officer's absence for one pay period at a time. The Chief of Police will review the officer's need to receive leave donations every six (6) months and will evaluate the need to continue the leave.
- (D) The Association represents and agrees that it has the authority, as the duly recognized bargaining agent, to bind individual members of the bargaining unit to the terms of this section. It further agrees to indemnify and otherwise hold the City harmless from any administrative, judicial, or contractual complaints that may be raised by individual members in connection with this provision.

ARTICLE 18

HOLIDAYS

18.1 The recognized and observed holidays under this agreement shall be the following:

- (1) New Year's Day
- (2) Martin Luther King, Jr.
- (3) Presidents Day
- (4) Friday Before Easter Sunday
- (5) Memorial Day/September 11th Remembrance Day (Last Monday in May)
- (6) Independence Day
- (7) Labor Day (First Monday in September)
- (8) Armistice (Veteran's) Day
- (9) Thanksgiving Day
- (10) Friday after Thanksgiving
- (11) Christmas Eve
- (12) Christmas Day
- (13) Personal Holiday (Date subjected to departmental director approval)

18.2 Any member of the bargaining unit who works on a holiday in his regular tour of duty shall be paid his regular rate of pay. Members working on the following specified days will receive 1-1/2 times regular rate of pay for the night, morning, and afternoon shifts: Thanksgiving Day, Christmas Day and New Year's Day, as set out in the table below.

Holiday	Night	Morning	Afternoon
Thanksgiving	Eve of Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Christmas	24 th day of December	December 25 th	December 25 th
New Year's	31 st day of December	January 1 st	January 1 st

18.3 Any member in the bargaining unit who is required to work on a holiday not in his regular tour of duty shall be paid a premium rate of time and one-half of his regular rate of pay.

18.4 One (1) day with pay shall be allowed for each holiday not taken, added on to the following year's vacation time.

18.5 In addition to those holidays granted in this article, the City agrees that bargaining unit members shall also receive any additional holidays granted to any other city employees, by City Ordinance. However, the bargaining unit members shall receive the same number of holidays as other city employees.

ARTICLE 19

INSURANCE

19.1 At a minimum the Employer shall provide Thirty-Five Thousand (\$35,000) level term life insurance protection and Seventy Thousand (\$70,000) double indemnity for every member in the bargaining unit.

19.2 The Employer shall not reduce during the term of this agreement liability insurance as is presently afforded members of the department.

19.3 The Employer will furnish a medical benefit plan without charge to each employee, as is currently provided to City employees. In addition, the Employer will pay fifty percent (50%) of the monthly contribution for the employee's dependents on said medical benefit plan. Dependents shall be defined and limited to the employee's spouse, his children, and any children legally adopted by the employee or his spouse.

19.4 Monthly Contribution for Benefits.

The Employer will provide a monthly benefit of Thirty-Six Dollars (\$36.00) to the association or its designee for all eligible employees of the bargaining unit for the purchase of dental or vision benefits. The Association shall provide an annual report in September of each year illustrating the payment and disbursement of the City's contribution.

19.5 The City of Laredo will pay 100% of the employee -only premium costs for personal accident insurance coverage of \$70,000.00.

ARTICLE 20

PENSION AND RETIREMENT PLAN

20.1 Members of the department covered by the terms of this agreement shall be granted retirement coverage by the Employer. Such coverage shall be extended through the Texas Municipal Retirement System (TMRS) and/or its successor and shall include the full salary of each member. Association members shall deposit seven (7%) percent of his salary toward the retirement system and the Employer shall match the members' deposit at the rate of two (2) to one (1). If the Employer adopts a change in the retirement plan that entails a larger Employer contribution, such change will immediately apply to members covered by this contract at the same time and rate as it applies to other City employees.

20.2 The Employer shall provide for five (5) years vesting in order to be eligible for Texas Municipal Retirement System (TMRS) retirement. An employee may retire at age sixty (60) with five (5) years of service or Twenty (20) years or more of service at any age in accordance with Texas Government Code Section 854.205(a)(b) (The Texas Municipal Public Retirement Act).

20.3 The Employer shall provide Supplemental Death Benefits Program in accordance with Texas Government Code Section 855.502 (a) through (e).

20.4 The Employer shall provide Supplemental Disability Benefits Fund in accordance with Texas Government Code Section 852.003 (a)(b).

20.5 The Employer shall provide a health benefits plan with a life insurance policy of \$2,000.00 to every employee who retires during the duration of this agreement under the pension plan. Qualifying Dependent(s) of employees who retire pursuant to the provisions of TMRS who were previously participating dependents in the City's Health Benefits Plan shall be eligible to continue participation at monthly contribution rates as set forth in the Health Benefit Plan subject to periodic changes in rates as required. The spouse's rights shall continue after the retiree's death. The spouse's rights shall be terminated upon divorce and/or remarriage. Dependent coverage shall be defined in accordance with the City's Health Plan.

- (A) **HEALTH BENEFITS PLAN RETIREES.** The City shall provide without charge to each retiree, health benefit coverage as is currently provided to city employees until the retiree reaches age 65 and qualifies for Medicare (Parts A &B). After the retiree reaches age 65 and qualifies for Medicare (Parts A & B), the City will provide, without charge, coverage that is supplemental to Medicare.
- (B) **HEALTH BENEFITS PLAN-DEPENDENTS:** The City shall provide retiree dependent health benefit coverage to each current retiree's dependent(s) as is currently provided to City employees until the retiree's dependent (spouse only) reaches age 65 and qualifies for Medicare (Parts A & B). After the retiree's dependent (spouse only) reaches age 65 and qualifies for Medicare (Parts A & B), the City will provide coverage that is supplemental to Medicare. Any retiree who retires from and after October 1, 2008 can only be eligible to receive dependent coverage if he or she has served for a minimum 20 years of service in the Laredo Police Department and has contributed into the fund. In the event of divorce while the retiree's ex-spouse rights under this Article terminates, the ex-spouse may continue coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 as amended, at their own expense separate and apart from the provisions as outlined in 20.5(D). In the event the ex-spouse exercises their rights under COBRA the entire contribution shall be the sole responsibility of the ex-spouse and not the fund's or Association's.

ELIGIBLE RETIREES. The terms "retiree," "retirees" and "eligible retiree" as used in this Article mean any member of the bargaining unit who retires from the Laredo Police Department and who is then qualified for service or disability retirement under the Texas Municipal Retirement System.

- (C) Effective October 1, 2008, the City shall provide retiree dependent health benefit coverage to each retiree's dependent(s) as is currently provided to City employees. However, the DEPENDENT benefit coverage deductible shall be a minimum of

\$500.00 per year for retirees who retire on or after October 1, 2008.

If a member with more than 5 years of service and less than 20 years of service as a police officer with the Laredo Police Department or his dependent; qualifies for and receives a monthly pension, then the dependents' benefits will be based on a 20 year retirement with no military service to be credited.

(D) FUNDING FOR DEPENDENT COVERAGE:

- (i) Effective October 1, 2007 the Association agrees to have the City deduct a total of Twenty Five (\$25.00) dollars per pay period per member of the bargaining unit to pay towards the overall cost of health benefits for police retiree dependents. These deductions will be accounted for in the Police Retiree Dependent Fund as outlined in Section 20.6.
 - (ii) Effective October 1, 2008, in addition to what is provided in (i) above, existing retirees (retired before October 1, 2008) shall be responsible to pay 10% of the monthly contribution rate amount for his dependent health coverage as established by the City.
 - (iii) Effective October 1, 2008, in addition to what is provided in (i), and (ii) above, retirees who retire after October 1, 2008, will be responsible for payment of the contribution of dependent health coverage in accordance with the following schedule:
 - (iv) For purposes of this article, monthly contribution rate is the rate established annually by the City Council. The monthly contribution rate charged to the Police Retiree Dependent Fund will not include additional administrative costs such as administrative fees or reinsurance.
1. any retiree who retires with 20 years of service and less than 25 years of service as a police officer with the Laredo Police Department will pay 30% of the contribution rate for his dependent health coverage.
 2. any retiree who retires with 25 years of service and less than 30 years of service as a police officer with the Laredo Police Department will pay 20% of the contribution rate for his dependent health coverage.
 3. any retiree who retires with 30 years or more service as a police officer with the Laredo Police Department will pay 10% of the contribution rate for his dependent health coverage.

The contribution formula of this subsection (D) may be modified, if necessary, under the provisions of Article 20.6.

"Years of Service" - One year of service is defined as the year beginning on the date of hire and ending on the day before each subsequent anniversary year.

Calculation of service: The number of years of service shall be defined as above, but it is provided that a retiree who has had military service qualified by Texas Municipal Retirement System may be credited with up to, but no more than 5 years, towards the terms defined in (iii)(1)(2) and (3), above. For this Article, credited military service only applies after 20 years of service as a police officer with the Laredo Police Department.

The retired employee or his spouse retains responsibility for paying the contributions for the dependent coverage should the Police Retiree Dependent Fund not meet the contributions for any reason.

20.6 The City will account to the Association for the activity under the fund called "Police Retiree Dependent Fund." The City will be responsible for providing quarterly financial reports to the Association. City staff will meet on request of the Association, from time to time, to discuss the status of the fund. However, the Association is responsible for implementing changes to the contributions to the fund from officers or retirees. The City Manager or his designated representative shall give written notice to the Association President or his Designee of its need to cover the estimated or anticipated deficit for any immediate period of six (6) months from the date of that written notice. Should the Association not provide the City with a written authorization as to the mode of adjustment to cure the deficit within 90 calendar days after date of that written notice, the Association authorizes the City to automatically increase the contribution of the retirees to cure the estimated or anticipated deficit. For the purpose of this Article the City is not obligated to provide any funding or any other consideration to the above-mentioned Article.

ARTICLE 21

WEARING UNIFORMS FOR OFF-DUTY WORK

21.1 The Employer's policies will not prohibit off-duty personnel from wearing the police uniform, in compliance with Departmental rules for the wearing of uniforms, on the following premises:

1. Financial Institutions.
2. Retail Stores.
3. Shopping Malls or Center.
4. Warehouses.
5. Public Functions.
6. Private Functions.
7. Dances (Prohibited if it is not on public property and alcohol beverages are sold.)
8. Traffic control (such as construction sites, or any other places where traffic control direction is necessary.)
9. Restaurants (where sale of alcoholic beverages is less than 50% of gross receipts).

21.2 The Chief of Police reserves the right to supervise and set policy for personnel working off duty, including the right to revoke such privilege.

21.3 For the parade events of the Washington's Birthday Celebration Association the City will provide police services for the Grand Parade and Youth Parade, with Laredo Police Department off-duty officers and pay such officers at the regular overtime rate of time and a half.

ARTICLE 22

ASSISTANTS TO THE CHIEF OF POLICE

22.1 Effective upon the execution of this Agreement, the Chief of Police is authorized to seek budgetary appropriation and upon obtaining such, to fill the positions of one (1) additional Assistant Chief of Police and two (2) additional Deputy Chiefs of Police for a total authorization of two (2) Assistant Chiefs and three (3) Deputy Chiefs. All of these Deputy Chiefs and Assistant Chiefs shall be required to have a minimum of (10) years of experience as a Laredo Police Officer. The Chief of Police shall have the right to appoint, and to demote the appointees to the two (2) immediate subordinate positions designated as Assistant Police Chief and the three (3) subordinate positions of Deputy Police Chief.

22.2 Such appointments shall be from within the ranks of the Laredo Police Department. Any person appointed to either of such positions may be removed by the Chief of Police and be returned to the same classification that the person held at the time of appointment to either of the above positions without loss of seniority.

22.3 Such appointment, or demotion, shall be at the sole discretion of the Chief of Police, subject to Article 13 Section 13.1 and such appointment or demotion shall not be appealable or referable to the grievance committee or the Civil Service Commission or to any other body, whether administrative or judicial. An employee appointment under this Article shall be compensated in accordance with the provisions of the ordinance which establishes the position or positions.

ARTICLE 23

GENERAL PROVISIONS

23.1 Shift Exchange.

An employee may request to exchange shifts temporarily, when the exchange does not interfere with the operations of the department and with the permission of his immediate supervisory officers and the Command Captain or the Chief of Police.

23.2 Parking.

The Employer shall, if possible, provide without cost to employees of the Police Department who are on duty, adequate parking space adjacent to the police facilities.

23.3 Association Meetings.

The Employer agrees to provide space in the police building for Association meetings, if prior notice is given to the Chief of Police as to date, time and the room(s) to be used. The Employer also agrees to provide space on bulletin boards in the briefing room and the detectives' squad room to be used by the Association for notices such as Association meetings, policies, election, recreational and social affairs. The Association agrees that there will be no other general distribution or posting, by the Association or its members, upon Employer's property; however, the Chief of Police may permit other material not provided for above at his discretion to be posted or distributed.

23.4 Mileage Allowance.

Employees covered by this agreement may be required to use their private automobiles for duly authorized police department business, and shall be compensated for said use at a rate equal to that provided by Employer for all City employees.

23.5 Notification of Address and Telephone Number.

All employees must have their residence address and telephone number registered with the Chief of Police. If changes occur, the Chief of Police or his designee must be notified within 24 hours of the change.

23.6 Lockers.

Sufficient personal lockers for each officer and adequate evidence lockers shall be provided by the Employer.

23.7 Rifle and Pistol Range.

- (A) The Employer shall provide police officers with the use of a rifle and pistol range and the ammunition and targets for target practicing shall be furnished by the Employer on a monthly basis. The Employer shall furnish free of charge a maximum of one hundred (100) rounds of ammunition for one (1), department - issued service handgun and a sufficient number of targets for use with one hundred (100) rounds each month to the employee using said rifle and pistol range. The ammunition and targets only shall be issued for and used at the City's rifle and pistol range and cannot be removed from that location. Officers shall receive twenty-five (25) rounds service ammunition annually. If the department requires an officer to use their service ammunition during firearms qualifications the department shall replace the service ammunition.
- (B) The Employer shall furnish annually a maximum of sixty (60) rounds of service ammunition in the caliber for one (1), department-issued rifle. The department shall furnish a sufficient number of targets for use with twenty (20) rounds of

practice ammunition each month to the employee using said rifle and pistol range. If the department requires an officer to use their service ammunition during firearms qualifications the department shall replace the service ammunition.

- (C) A schedule of availability shall be published that accommodates officers on all shifts. The Chief may institute rules and regulations in the Policy Manual that require accountability and use of ammunition and targets.

23.8 Copies of Agreement.

The Employer agrees to furnish each employee covered by this agreement with a copy of this agreement.

23.9 Training.

In-service training is to be so designed that training will be made available to all employees on a planned basis as time and annual appropriation allow, and in accordance with State law. The Employer shall publish a list of available training schools as soon as they are available to the Employer. Officers shall be given no less than seven (7) calendar days prior written notice before being assigned to attend in-service training. "For purpose of this Section, seven (7) calendar days does not include the date of notification nor does it include the first day of training." The seven (7) calendar day notice may be waived only when the Employer is not notified of a particular in-service class seven (7) calendar days in advance, or when the Employer is notified in less than seven (7) calendar days that there has been a cancellation, and that particular training is mandatory for the officer scheduled to attend as a result of his duty assignment (i.e.; fingerprint school, etc.).

23.10 Service Handgun/Badge upon Retirement

Officers who retire from the Laredo Police Department shall be given their service handgun and badge at no charge if they meet the requirements of a "retired law enforcement officer in good standing."

The term "retired law enforcement officer in good standing" means an individual who

- (1) retired voluntary and not under duress, investigation, or threat of disciplinary action; and not by reason of mental instability;
- (2) before such retirement, was authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of or the incarceration of any person for, any violation of law, and had statutory powers of arrest; or
- (3) before such retirement, was regularly employed as a law enforcement officer with the Laredo Police Department for an aggregate of fifteen (15) years or more; and
- (4) is not prohibited by federal law from possessing a firearm.

ARTICLE 24

HEALTH AND SAFETY

24.1 It is the desire of the Employer and the Association to maintain the high standards of safety and health in the police department in order to eliminate, as much as possible, accidents, deaths, injuries, and illness in the police service. The Association president will appoint two (2) representatives to represent the Association and two (2) members chosen by the Chief to represent the Employer. This Committee will meet upon request by any of its members within three (3) business days. Members of this Committee will be granted time-off with pay when meeting jointly with management or for any inspection or investigation of safety, or health problems in the police department, with approval of the members' immediate supervisors. The Committee shall be guided by the following principles:

- (A) Make detailed review into each accident, death or injury to provide a report on the incident and/or the ramifications to the Police Department, if any. Such report shall be advisory to the Chief.
- (B) Recommend changes or conditions of unsafe work methods, protective equipment, protective apparel or devices for the elimination of hazards of police duty.
- (C) Promote safety and first aid training for committee members and police officers.
- (D) If an officer reports an unsafe vehicle, it shall be inspected by his supervisor and, if the supervisor disagrees that the vehicle is unsafe, no disciplinary action can be taken against the officer for refusal to operate the vehicle prior to inspection by the supervisor.
- (E) If the officer disagrees with the results of the supervisor's inspection, the officer may request in writing that the vehicle be inspected by the City garage as soon as feasible. If safety problems are found, they must be corrected.

ARTICLE 25

GRIEVANCE PROCEDURE

25.1 Purpose.

The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious, and orderly adjustment of grievances. A "grievance" is defined as a dispute, claim, or complaint by any officer that relates to a departmental matter involving the interpretation, application, or alleged violation, of any provision of this agreement. The discipline, discharge, or demotion for disciplinary purposes of any employee shall be done in accordance with the provisions as set forth under Chapter 143, Texas Local Government Code, except as otherwise provided for in this Agreement.

25.2 Association Representatives.

A written list of eight (8) Association representatives shall be furnished to the Chief of Police immediately after designation by the President of the Association and the Association shall give notice of any subsequent changes. The representative will be given reasonable time-off pursuant to Article 9 to resolve grievances.

- (A) For the purposes of this agreement, "to resolve grievances" shall mean the following:
 - 1. To investigate grievances.
 - 2. To meet with management representatives in an effort to settle grievances.
 - 3. To prepare and present proposals to management in an effort to settle the grievance.
- (B) Any Association representative shall be allowed time-off pursuant to Article 9 for the purposes of representing employees covered by this agreement in arbitration hearings or in disciplinary action proceedings.

25.3 Time and Period.

- (A) Any member who is aggrieved shall notify the Association giving the nature and details of the incident which led to his grievance. The grievance report form agreed to by the Chief and the Association is to be used for submitting any grievance. The grievance must be submitted within ten (10) business days of the date upon which the member knew of or should have known of the occurrence giving rise to the grievance.
- (B) A grievance not brought to the attention of the Association within the time limit prescribed shall not be considered timely and shall be void.
- (C) The time limitations described herein may be waived by mutual agreement in writing by the Association and the City Manager or his designee.

25.4 Steps.

- (A) Step 1: Any aggrieved member shall submit his grievance in writing within the time limitations specified above to the Association. Within ten (10) business days of receipt of the grievance, the Association Grievance Committee shall determine if a valid grievance exists. If in the opinion of the majority of the members of the committee, no grievance exists, the Committee shall notify the member and no further action shall be taken. The Committee agrees that it will consult with representatives of CLEAT concerning the validity of grievances in making the decision to pursue a grievance. However, nothing herein shall take away from the

authority of the Association to pursue any Committee approved grievance filed by an Officer it deems to be a violation of the contract. All grievances shall be styled in the name of the Officer(s) filing a grievance.

The Association shall judge each grievance in a fair and equitable manner. In its sole discretion, the Association shall determine whether the grievance is valid or not. The Association may modify, revise, or amend the grievance if necessary to properly place the dispute in issue for resolution. Only the Association has standing to initiate, pursue or settle a grievance under the terms of this Agreement.

- (B) Step 2: If, in the opinion of the majority of the members of the Committee, a grievance does exist, the Association shall, with or without the physical presence of the aggrieved member, present the grievance in writing to the Chief of Police for adjustment.

A grievance presented to the Chief of Police by the Association on or after the twenty first (21st) business day, shall not be considered to have been timely filed and shall be void without requirement to address the merits of the grievance.

For purposes of calculating this Step, the Chief shall have ten (10) business days to respond in writing to the grievance.

- (C) Step 3: If the grievance has not been settled at Step 2, the Association shall submit it to the City Manager for adjustment within ten (10) business days after receipt of the Chief's written response.

Grievances may be consolidated for resolution under this Article by the City Manager.

Failure to timely submit the grievance to the City Manager will render the grievance void without requirement to address the merits of the grievance.

- (D) Step 4: If within twenty (20) business days, the grievance has not been settled, the Association shall make a written request that the grievance be submitted to arbitration.

For purposes of calculating this step, the City Manager has fifteen (15) business days to respond after which the Association has five (5) business days to make written request of the City Manager that the grievance be submitted to arbitration. Failure to timely request an arbitration will render the grievance void without requirement to address the merits of the grievance.

- (E) Step 5. At any time after receipt of the grievance by the City Manager, the attorney for either the Association or the City may request from the other a meeting to attempt to resolve the grievance. While this is not a mandatory step in

the grievance process, the parties agree to utilize this process on grievances that both parties believe there is a legitimate possibility of resolution through such meetings.

25.5 Arbitration

- (A) If a grievance is submitted to arbitration, the Association and the City Attorney (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) calendar days the City Attorney shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association who are members of the National Academy of Arbitrators. The parties may mutually agree on one of the seven neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) business days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his selection.
- (B) The hearing shall be commenced within such reasonable time as the arbitrator selected can schedule it. If the arbitrator selected cannot commence the hearing within 60 calendar days from his selection either party may, within two (2) calendar days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) calendar day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make a decision within 30 calendar days of the close of evidence in a standard arbitration hearing, or within five (5) calendar days of the close of evidence in an expedited arbitration hearing. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven (7) calendar days of the close of evidence at the hearing.

A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at his sole expense.

- (C) The following rules shall govern the conduct of a hearing under this Section, and of certain preliminary matters:
 1. Upon the request of either party addressed to the opposing party at least seven (7) calendar days prior to the date of hearing, the parties shall exchange the name of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.

2. The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the City Attorney shall issue any subpoenas requested by the parties in the name of the arbitrator. A party may apply to the arbitrator to quash a subpoena issued by the City Attorney.
3. In all hearings under this Section, the City shall prove its case by a preponderance of the evidence.
4. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as appropriate to the nature of the case, subject to rules of discovery in Texas Civil cases. In considering the applications, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within three (3) calendar days prior to the date of hearing.
5. All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
6. Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.

(D) All hearings that are reasonably anticipated to be completed in one day shall be submitted for expedited arbitration. On all other hearings, the parties may agree to request expedited arbitration.

25.6 Costs.

The City and the Association shall equally share the fees and expenses of the arbitration. The Association shall share equally the arbitration fees and expenses with the City. The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association, with the exception of any employee called as a witness by either party shall not suffer loss of pay by the City if that witness is called during his regular tour of duty.

ARTICLE 26

DISCIPLINARY ACTION

26.1 The Chief shall have the authority to demote, temporarily suspend (not to exceed 30 calendar days), or indefinitely suspend any employee for any causes set forth in the Rules and Regulations of the Civil Service Commission.

An officer shall be advised in writing of any recommended disciplinary action by the Disciplinary Review Board. The written notification shall include the officer's right to rebut the charges to the Chief, either orally or in writing, prior to the Chief's final determination of any disciplinary action.

The employee may appeal such actions, if any, as provided for by Chapter 143. Probationary employees, as defined in Article 3 of this Agreement shall not have the right to appeal. Suspensions of five (5) days or less cannot be appealed to a hearing examiner as provided in Chapter 143, but must be appealed only to the Civil Service Commission.

26.2 If an employee has committed an act that constitutes a felony or a class A or B misdemeanor, the 180 day limitation period as set out in Chapter 143 shall not apply but rather the Texas Code of Criminal Procedure, Chapter 12 (Limitations) shall apply to any disciplinary action brought against such employee.

26.3 The Chief shall have the authority to temporarily suspend an employee for a period of not less than 30 nor more than 90 calendar days. When the employee agrees to such suspension and agrees that he will not appeal such agreed upon suspension, that employee shall not have the right to appeal to any administrative or judicial body.

26.4

(A) If an officer is suspended indefinitely, and the officer does not agree with the suspension, the employee has the option to appeal to the Firefighters' and Police Officers' Civil Service Commission or arbitration. If the appeal is to be settled by arbitration, the employee and the City Attorney (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) calendar days after the appeal is filed, the City Attorney shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association who are members of the National Academy of Arbitrators. The parties may mutually agree on one of the seven neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) business days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his selection.

(B) The hearing shall be commenced within such reasonable time as the arbitrator

selected can schedule it. If the arbitrator selected cannot commence the hearing within 60 calendar days from his selection either party may, within two (2) calendar days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) calendar day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make a decision within 30 calendar days of the close of evidence in a standard arbitration hearing, or within five (5) calendar days of the close of evidence in an expedited arbitration hearing. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven (7) calendar days of the close of evidence at the hearing.

A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at his sole expense.

The decision of the arbitrator shall state which particular factual charges he finds to be true, if any, and the particular rules he finds such conduct to have been violated, if any. Where the charges are upheld, the decision shall state whether the discipline imposed is upheld or whether some lesser discipline should be substituted.

(C) The following rules shall govern the conduct of a hearing under this Section, and of certain preliminary matters:

1. Upon the request of either party addressed to the opposing party at least seven (7) calendar days prior to the date of hearing, the parties shall exchange the name of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.
2. The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the City Attorney shall issue any subpoenas requested by the parties in the name of the arbitrator. A party may apply to the arbitrator to quash a subpoena issued by the City Attorney.
3. In all hearings under this Section, the City shall prove its case by a preponderance of the evidence.
4. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) calendar days of the request; the request shall be deemed

denied. The requesting party may then apply to the arbitrator, who shall order such discovery as appropriate to the nature of the case, subject to rules of discovery in Texas Civil cases. In considering the applications, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within three (3) calendar days prior to the date of hearing.

5. All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
6. Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.

- (D) The City and the aggrieved employee shall share equally the fees and expenses of the arbitration. Where the Association represents the employee, it shall share equally the arbitration fees and expenses with the City. When the Association does not represent the employee in a disciplinary matter, the City may require a reasonable deposit from the employee for arbitration fees at the time the appeal is filed requesting an arbitration.
- (E) All hearings which are expected to be completed in one day shall be submitted for expedited arbitration. On all other hearings, the parties may agree to request - expedited arbitration.

26.5 Disciplinary Actions.

Letters of reprimand and suspensions of less than five (5) days will be removed from the personnel file after five years upon request of the officer. Suspensions between six (6) and 15 days will be removed from the personnel file after 10 years upon request of the officer.

ARTICLE 27

EMPLOYEE -MANAGEMENT RELATIONS

27.1 Labor Relations Committee (LRC): The City and the Association shall jointly maintain and support a LRC. The Committee shall meet no less than one (1) time each calendar month for the purpose of attempting to mediate and otherwise resolve grievances and potential grievances. In addition, the LRC shall consider, discuss, and recommend to the Chief of Police any matters pertaining to the employment conditions of employees. (A) The President and two (2) members of the Association, or one (1) member and a CLEAT representative, as designated by the Association Executive Board and (B) the Chief of Police and two (2) persons designated by the Chief. Either party may, at its discretion, meet with less than three (3) members. The

recommendations of the LRC shall be advisory in nature only and shall not be the subject of a grievance. Both parties agree that a primary purpose of this committee is to resolve pending and potential grievances and both parties further agree to make a legitimate effort to do so in a professional manner.

27.2 In order to facilitate labor/management relations within the department and in an effort to promote greater harmony between the City and the Association, the Chief of Police shall assign the Association President to the appropriate day duty shift, Monday through Friday. The Association President shall be so assigned in order to facilitate access to the Association membership and to the Employer as labor/management issues arise.

27.3 Internal Investigation Guidelines: In the event that a police officer is interviewed by a division commander, or internal investigator as the subject of the investigation, the following guidelines shall apply:

- (A) The interview of any employee shall be at a reasonable hour. In the event of a dispute of the reasonable hour determination, the decision of the Chief of Police shall be final. If applicable, the call-back provision as stated in 15.3 of Article 15 shall apply.
- (B) The interview shall take place at a location designated by the investigating officer.
- (C) The employee shall be informed of the rank, name, and command of the officer in charge of the investigation, as well as the rank, name and command of the interviewing officer and the identity of all persons present during the interview.
- (D) Forty-eight (48) hours prior to being interrogated or asked to otherwise respond to an administrative investigation, the employee under investigation shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the employee of the allegations. At the interview, unless the District Attorney's office and/or the United States Attorney's office request in writing that a specific item or items not be reviewed by the employee, the employee shall be allowed to review but not copy verbatim or photocopy any complaints, GPS/AVL readouts, video recordings, audio recordings, and photographs, which have been gathered as part of the administrative investigation. In the event the District Attorney's office or United States Attorney's office directs the City to not allow an employee to review an item or items, the employee shall receive a copy of such correspondence. The employee shall not communicate in any manner the provided information to any person other than his attorney or representative. An employee subject to a criminal investigation in addition to an administrative investigation shall not be interviewed by Internal Affairs investigators without being entitled to review the above records. Such employee subject to a criminal investigation will be afforded the rights espoused in Article 27.4.

- (E) The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, i.e., meals, telephone calls, and rest periods as are reasonably necessary. The Chief of Police, or his designee, shall determine the need for "reasonable respites".
- (F) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary action. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the employee that his conduct can become the subject of disciplinary action, which could result in disciplinary punishment.
- (G) At the request of the employee or the interviewing officer, the complete interview of the employee may be recorded mechanically. There will be no "off the record" questions unless so agreed by all parties involved. All recesses called during the questioning shall be noted in the record. The party requesting mechanical recording shall pay all costs of same, unless the parties agree on a cost division between them.
- (H) Upon request of the employee's attorney, he shall be given a copy of any written statement the employee executed, or if the questioning is mechanically recorded, the attorney shall be permitted to record or transcribe from the original recording upon his request, or to purchase a copy of the original recording.
- (I) The refusal of an employee to answer questions and submit reports shall be grounds for disciplinary action. Any answer of the employee may be used as evidence in any disciplinary action against the employee.
- (J) The investigator in charge of the particular case is required to inform the officer prior to being questioned/interrogated that he may have one (1) Association representative present during the employee's interview, unless the officer, in writing, voluntarily waives this right. No supervisor may represent or advise his subordinate during any interviews conducted in an internal investigation. The Association President may represent or advise an employee during an internal investigation. The Association President who represents and/or advises an employee in an administrative investigation cannot be compelled to disclose his or her communications with that employee – unless disclosure is required by law – to the Chief, the Chief's designee or the investigating officer. Nothing herein prohibits the Chief or the department from compelling the Association President to disclose information regarding the same subject but obtained from a source other than directly from the employee who was represented or advised.
- (K) If an officer who is interviewed as a witness self-reports to the person conducting the interview that he or she believes statements he or she makes may cause him or her to become a subject of the investigation, the investigator conducting the interview will not begin the interview or will stop an interview already in progress

until such time that a determination can be made by the Department as to whether or not the officer is or will be subject of investigation. If so, then the interview can be continued under the provisions set forth in this sub-section for officers who are subjects of investigations.

27.4 In the event that a criminal investigation is conducted regarding the conduct of a police officer, which may result in criminal proceeding against the officer, the criminal investigator shall accord the officer all rights pursuant to law and to which any citizen would be entitled in a criminal investigation.

ARTICLE 28

LEGAL REPRESENTATION

28.1 The Employer shall provide each employee with legal counsel without cost to such employee in any suit for damages by a party other than a governmental entity if the claim involves an official act of the employee in the scope of his authority and employment.

28.2 In all cases, job-related acts of the employees shall be considered official acts of the employee in the scope of the employee's authority if the employee is without fault or the officer acted with a reasonable good faith belief that his actions were proper. For purposes of this Article, an act for which the employee is not made subject to disciplinary action in accordance with Chapter 143, and as modified by this agreement shall be deemed without fault by the employee or with a reasonable good faith belief by the employee that his actions were proper.

28.3 The Employer may provide counsel already employed by it or may employ and pay private counsel to comply with this Article, provided that no counsel shall be provided who appears to have an actual or potential conflict of interest in representing the employee.

28.4 In any case where the Employer provides representation under this Article, the employee may at his option hire, or cause to be hired, an additional attorney at his own expense, provided that the counsel provided by the Employer is so notified in writing. Counsel provided by Employer shall assume the responsibility as attorney of record and the sole responsibility for defending the suit. At the Employee's request, Counsel provided by the Employer shall advise counsel hired by the Employee of the progress of the litigation and provide him with copies of all pleadings, material correspondence, and any other information that is necessary in order for counsel hired by Employee to monitor the suit.

ARTICLE 29

SAVING CLAUSE

If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE 30

STABILITY OF AGREEMENT

Notwithstanding anything contained herein to the contrary, this instrument embodies the whole agreement between the parties and no other instrument or agreement, understanding, alteration, or variation of the agreement, terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Employer or the Association to insist in any one (1) or more instances, upon performances of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the right of the Employer's or the Association's future performance of any such term or condition, and the obligations of the Employer and the Association to such performance shall continue in full force and effect.

ARTICLE 31

IMPASSE PROCEDURE

31.1 Mediation.

The parties will make a meaningful effort to settle matters arising from negotiations through the bargaining process and will only resort to subsequent third party neutral proceedings after they have exhausted all avenues of mutual agreement available to them. If an impasse in negotiations results after full and complete negotiations, either party or both parties may request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator shall have no authority other than to attempt to help the parties to arrive at a mutually agreeable settlement. The mediator shall be responsible for determining whether or not the parties have indeed arrived at an impasse in bargaining. If the mediator has any reason to believe the parties are not at a true impasse in bargaining, he shall have the responsibility to remand the parties to further negotiations in an attempt to resolve the difference between them. If the mediator is convinced that the parties have arrived at a bona fide impasse in negotiations, he shall certify such fact to these parties who then have the following options open to them. The cost of mediation, if any, shall be borne equally by the parties.

31.2 Fact Finding.

- (A) If after mediation, settlement has not been reached between the parties concerning negotiable issues which were subject to mediation, then either party may by

written notification to the other request the bargaining issue be submitted to a Fact-Finding Panel.

- (B) The Fact-Finding Panel shall be selected in the following manner. The Employer and the Association shall each select one registered voter of the City to serve as a fact finder. The two fact finders shall mutually agree on a third registered voter of the City to serve as the Chairman of the Fact-Finding Panel. If the two fact finders cannot agree on a neutral, then the Employer and the Association shall each submit three names of registered voters. Each party shall alternatively strike a name. The parties shall determine who strikes first by coin toss. The remaining individual shall be designated as the Chairman of the Fact-Finding Panel. In no event shall any member of the Fact -Finding Panel be an employee of the City or an elected official.
- (C) The parties shall exchange written final offers no later than 10 calendar days before the date of the Fact-Finding hearing. The Fact Finding Panel shall be served a written copy of the parties' final offer within five (5) calendar days before the date of hearing.
- (D) The Fact-Finding Panel shall only have jurisdiction to consider issues introduced in each party's final offer.
- (E) The Fact-Finding Panel shall establish dates and places of hearings. The hearings shall be open to the public. The Fact-Finding Panel shall afford all parties full opportunity to examine and cross-examine all witnesses and to present evidence pertinent to the dispute including briefs in support of their respective cases.
- (F) The Fact-Finding Panel shall conduct the hearing and render its decision with the objective of achieving a prompt, peaceful and just settlement of disputes. The factors which must be given weight by the Fact-Finding Panel in arriving at a recommended decision shall be:
1. Comparison of total compensation of police officers in the comparable cities: as described in article titled monthly base pay scales.
 2. Relevant cost of living information.
 3. Overall compensation and fringe benefits presently received by employees involved, and the interest and welfare of the public including financial ability.
 4. Fiscal responsibility of the City; and economic and non-economic impact of the various offers upon present or future levels of service or programs provided by the City to its citizens and other City employees.
 5. The hazards of employment; physical, educational and mental qualifications; and job training and skills required of Laredo police officers.

- (G) The Fact-Finding Panel shall consider each argument and all evidence presented by the parties and address them in a well-reasoned, professionally written, finding of fact and recommendations to resolve the dispute. The written decision shall be served on both parties not more than 30 calendar days from the conclusion of the hearings or submission of briefs, whichever occurs later.
- (H) Within five (5) business days after receipt of the findings of fact and recommendations, each party shall notify the other in writing whether they accept any of the recommendations of Fact-Finding Panel. If the parties do not accept the recommendations of the Fact-Finding Panel, they shall attempt to settle the dispute. If no settlement has been reached after five (5) business days from receipt of the notice by either party rejecting the recommendations, then the Fact-Finding Panels' findings of fact and recommendations may be made public by either party.
- (I) Within five (5) business days after the findings of fact and recommendations are made public, the party rejecting the recommendations shall make public through a detailed written document each reason for rejecting the recommendation of the Fact-Finding Panel.
- (J) If within five (5) business days after the recommendations have been made public, the parties have not agreed to a contract, unresolved issues shall, at the request of either party, be submitted to the City Council at its next regularly scheduled meeting.
- (K) All costs of the Fact-Finding Panel shall be borne equally by the parties involved in the dispute, except costs for the parties respective representative and witnesses.

ARTICLE 32

RANDOM DRUG AND ALCOHOL TESTING

32.1. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug and alcohol testing described in this section. All police officers, including the Chief, will be subject to mandatory random drug testing during each calendar year at the city's expense. The City and the Association are committed to the principle that the mandatory random drug and alcohol testing policy for officers, as per Ordinance 2008-O-011, is designed for, and will be administered to result in, disciplinary action, only against any officer whose random drug and alcohol test reflects a positive test result and thereby a violation of the City Ordinance and the Police Department's rules, regulations, policies, or procedures in reference to alcohol use and illegal drug use. For the purposes of this Article:

"Alcohol" is defined as an intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol use" is defined as the consumption of any beverage mixture, or preparation, including any non-prescription medication containing alcohol.

"Alcohol testing" is a test conducted by a Breath Alcohol Technician (BAT), or any other Person approved by the Department of Transportation rules, using an Evidential Breath Testing Device (EBT) to measure the amount of alcohol concentration in a volume of breath, or any other test used to detect the presence of alcohol that is approved by the Federal Highway Administration, (FHWA).

"Drugs" shall be defined as a substance that can cause addiction, a marked change in mental or physical status, or psychological/physical dependency that could affect job performance; this may include any illegal drugs, controlled substances, inhalants, or nonprescription drugs with abuse potential, legally/illegally prescribed drugs. Illegal drugs include prescription drugs prescribed for someone other than the employee.

"Drug testing" is defined as the compulsory production and submission of urine by an officer for chemical analysis to detect the presence of prohibited drug usage.

"Medical Review Officer (MRO)"

Evidential Breath Testing Device (EBT) – is a device approved by the National Highway Traffic Safety Administration (NHTSA) and is used for the evidential testing of breath and placed on the NHTSA's "Conforming Products List (CPL) or Evidential Breath Measurement Devices". (40.3) {Note: Approved devices must be capable of printing out each test result and air blank, and must sequentially number each test.}

"Positive test results" is defined for alcohol, as a breath alcohol concentration of 0.02 grams and above is considered a positive test result for DOT and non-DOT. For those employees who are under EAP (Employee Assistance Program) guidelines, any alcohol concentration level of above zero (0) will be considered positive.

"Random drug testing" will mean the drug testing of individuals selected by the method described in Section 32.2 of this Article, and under the standards specified in Section 32.3, and as applicable per the City's current Drug and Alcohol Ordinance No. 2008-O-011, and any future addendums.

"Reasonable suspicion" shall mean a belief based on objective facts and observable on-duty behavior, speech, or body odors sufficient to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his job safely is reduced; a belief that the employee has violated the drug, alcohol, and/or inhalant prohibitions, based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employee,

"Refusal to submit (to a drug or alcohol test)" is defined as an employee who (1) fails to provide adequate breath for testing without a valid medical explanation after he has received notice of the

requirement for breath testing, (2) fails to provide adequate urine for drug testing without a valid medical explanation after he has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process, is in violation of the policy and will be considered a positive result.

32.2. The City will require random testing under the following conditions:

- (A) A fair and impartial statistical basis (on which each officer only identified by their employee number, of all ranks including the Chief, has an equal chance of being selected during each random test during any calendar year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent Certified Collecting Facility hired by the City, and the officer shall be tested, for both drugs and alcohol, upon being selected by the computerized program.
- (B) The selection of police officers by computerized programs will be conducted on random dates.
- (C) When an officer appears unable unwilling, or refusing to submit and provide a specimen at the time of the drug and alcohol test, the Certified Collecting Facility will document the circumstances surrounding the inability, unwillingness, or refusal to submit to testing of the officer. The officer will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under supervision. Reasonable amount of fluids may be given to the officer to encourage urination. Failure to provide a sample may be considered a refusal to submit to the random drug test. Please refer to the City's current Drug and Alcohol Ordinance No. 2008-O-011 and any applicable addendums.
- (D) In the event that a randomly selected officer, while on work shift, is not available within four hours of the time of the selection, then the Chief may schedule the testing of that officer, at a time and date of the Chiefs discretion, but such time and date to be not later than seventy-two (72) hours after the time of the originally scheduled test.
- (E) Any officer shall have the right to request that his/her urine sample be stored in case of a legal dispute. The split specimen for a positive test will be submitted to the designated Certified Collecting Facility where the sample will be maintained for a period of one year.
- (F) Any officer may at his/her own expense request to have the split specimen sample tested within 72 hours by another certified laboratory.
- (G) Drug testing shall consist of an initial gas chromatography screening test and if positive a confirmation of the split specimen test by another certified laboratory. Alcohol testing shall consist of a breath analyzer test performed by a Certified Breath Alcohol Technician (BAT) who is certified and trained by an official

Certified Breath Alcohol Technician Instructor (BATI), and if possible a confirmation test.

32.3 The following shall be required of the Certified Collecting Facility.

- (A) **Certified Collecting Facility:** The City shall require that any Certified Collecting Facility it selects for the analysis of both breath and urine samples, first conduct a background check on those of its personnel who will be involved in the collection or handling of an unsealed urine sample or breath analysis. In addition, the City shall require that any Certified Collecting Facility it selects to test for all procedures of drug and alcohol testing, shall not employ any person to collect, handle or have any direct access to any specimen sample collected from a police officer, who has (1) ever been arrested by any officer of the Laredo Police Department, or (2) ever been convicted of a felony or of a misdemeanor crime involving dishonest conduct or possession of illegal drugs or alcohol statute violations. Test results shall be inadmissible in any administrative disciplinary proceeding involving a tested officer, if it is determined that the Certified Collecting Facility failed to conduct a background investigation of personnel of that Certified Collecting Facility who have had any of the above noted record history and were involved in the collection or handling of the unsealed urine sample which resulted in a positive test. The Certified Collecting Facility hired by the City shall be certified under the American Association of Medical Review Officers (AAMRO) and the Medical Review Officers Certification Council (MROCC) established by the Department of Transportation and shall include the proper certification of a Medical Review Officer (MRO). Such Certified Collecting Facility shall be experienced, shall be capable of quality control documentation and chain of custody, shall have demonstrated technical expertise and proficiency in urinalysis, and shall comply with all requirements as per the U.S. Department of Transportation (DOT).
- (B) Laboratory testing is conducted using only Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories. These certified laboratories are able to conduct the analysis of urine samples collected under the federally mandated DOT drug testing programs.

32.4 An officer who is disciplined as a result of this Article is entitled to all the procedures to which he or she is entitled for any other disciplinary offense, as provided by the Collective Bargaining Agreement, Texas Local Government Code or any other statutes that may apply.

32.5 Nothing in this article shall be construed to prohibit the Police Chief from directing a drug test on an officer based upon reasonable suspicion. Nor shall this article affect the City's current Drug and Alcohol Ordinance No. 2008-O-011.

32.6 All records pertaining to the drug tests required under this Article shall remain confidential except to the extent used in a disciplinary proceeding and the procedures related to such

proceeding. Drug tests and results shall be maintained by the independent Certified Collecting Facility hired by the City.

32.7 When any provision of this Article conflicts with any provision of the Drug and Alcohol Policy of the City of Laredo, then such provision of this Article takes precedence and governs.

ARTICLE 33

SHIFT STUDY

Within thirty (30) calendar days of the execution of this agreement, the interim Chief and the Association shall each appoint three officers to a committee to study four day/ten (10) hour shifts for the Laredo Police Department. The committee shall make a good faith effort to complete the research within sixty (60) calendar days of their appointment. If the committee by majority vote develops a recommendation to the next Chief, the committee shall forward the recommendations to the Chief.

ARTICLE 34

DURATION OF AGREEMENT

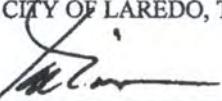
34.1 This agreement supersedes all prior agreements between the parties and shall be in effect from **October 1, 2012 to September 30, 2016** or until superseded by a new agreement whichever is later.

34.2 The agreement automatically shall be renewed from year-to-year thereafter, unless either party shall have notified the other, in writing, at least 150 calendar days prior to the annual anniversary date that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than 120 calendar days prior to the anniversary date.

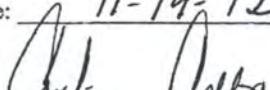
34.3 In the event that negotiations have commenced and no agreement has been reached between either parties before the expiration date, the 2012-2016 contract shall remain in full force and in effect until such time as final agreement on a new contract is reached or September 30, 2018 whichever occurs earliest.

34.4 Neither party relinquishes any right pursuant to Chapter 174, Texas Local Government Code, by the extension of this contract.

FOR THE CITY OF LAREDO, TEXAS

By: 
Carlos R. Villarreal, City Manager

Date: 11-19-12

By: 
Cynthia Collazo
Deputy City Manager

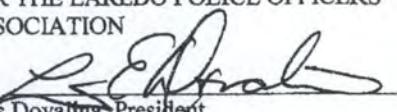
Date: 11-19-12

APPROVED AS TO FORM:

By: 
Doanh T. Nguyen

Assistant City Attorney
Date: 4-1-13

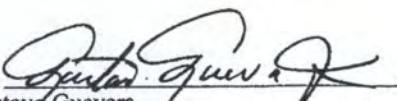
FOR THE LAREDO POLICE OFFICERS
ASSOCIATION

By: 
Luis Dovalina, President

Date: 11-19-12



ATTEST:

By: 
Gustavo Guevara

City Secretary
Date: 11-19-2012

EXHIBIT A

SERIOUS ILLNESS LEAVE

Revised Policy for Requesting and Granting Leave under the Collective Bargaining Agreement
Established April 14, 1997 and amended 2008

A. Authority

This policy is being implemented under the authority of the Collective Bargaining Agreement between, the City of Laredo, Texas and the Laredo Police Officers' Association. Article 17, Section 3(B), wherein it states that the employer shall follow this Exhibit A, as to requesting and granting use of the Serious Illness Leave.

B. Requirements

In accordance with the Collective Bargaining Agreement, Article 17, Section 3 (B) (4), leave days may not be used for injuries or illnesses sustained in the line of duty.

No leave of absence, for the purpose of Serious Illness Leave in the Collective Bargaining Agreement, Article 17, Section 3 (B)(3), may exceed 1,440 hours for a single illness or injury.

(NOTE: In the event that there are any Police Officers currently using the Serious Illness Leave, as of the date of this Policy's implementation, they will be eligible under the provisions of this revised policy for the unused balance of Serious Illness Leave hours not to exceed 1,440 hours.

C. Procedure

1. Requests for a leave of absence to be charged against the Collective Bargaining Agreement's Serious Illness Leave must be submitted in writing to the Chief of Police. The City of Laredo Police Department Request and Authorization for Leave form must be used. The written request must include:
 - a. Qualifying condition" the claim is being made under; and
 - b. Number of years of service to determine eligibility to draw from the Serious Illness Leave (Article 17, Section 3); and
 - c. Medical leave authorized by physician (start date and end date); and
 - d. Off the job location where the injury or illness occurred; and
 - e. Date the injury or illness occurred.

The request must be initially reviewed by the Chief of Police. The request should be made within five (5) business days of the date that the serious illness or injury occurred to avoid delays in payroll processing.

2. The Chief of Police will forward the request to the Employee Health Nurse. The Employee Health Nurse will request that the employee submit a copy of the

diagnosis/prognosis and the Employee Health Nurse will determine, based on the diagnosis/prognosis, whether a serious illness or injury under the Collective Bargaining Agreement exists. All medical records pertaining to the particular illness or injury will be received, reviewed and stored with the strictest of confidentiality by the Employee Health Nurse.

3. The immediate supervisor will indicate the employee's physical job requirements required in the performance of his/her duties on the City's Physical Job Requirements form which will serve as the equivalent of a fitness for duty report. The employee will take the Physical Job Requirements form that has been completed by the immediate supervisor to his/her treating physician(s). The employee's treating physician(s) will indicate which physical job requirements may be performed by the individual. This report is intended to assist the treating physician(s) in determining whether the employee can perform the essential functions of the job.
4. The treating physician(s) decides if the individual can do modified/alternate duty. Based on the treating physician's determination on the Physical Job Requirements form, and the employee's diagnosis/prognosis, the treating physician will recommend the number of days that the employee must be out before being physically able to return to work for modified/alternate duty. Any pre-existing condition will be taken into consideration by the treating physician(s). The treating physician(s) shall certify in writing that an individual will be out for a specific number of days until he/she can return to modified/alternate duty.
5. The employee will submit the treating physician's recommendation to the Employee Health Nurse. If the treating physician took into consideration any pre-existing conditions, those conditions must be identified on the written recommendation, and any necessary supporting documentation must be submitted to the Employee Health Nurse. The Employee Health Nurse will compare the treating physician's recommendations with the Official Disability Guidelines and the Medical Disability Advisor, both approved by the Association of Occupational and Environmental Medicine, which contain disability guidelines for the same or similar illnesses or injuries. The Employee Health Nurse will take into consideration any pre-existing conditions identified by the employee's treating physician(s).
6. If the treating physician's recommendation is within the range accepted by the disability guidelines for the illness or injury, taking into consideration any pre-existing conditions, then the days recommended by the treating physician will be granted. However, no officer shall be permitted to use more than 1,440 hours for a single illness or injury. (Article 17, Section 3 (B) (3)).
7. If the treating physician's recommendation exceeds the accepted range published in the disability guidelines, the Employee Health Nurse will contact the employee and request that the employee sign a medical authorization release. After having made this inquiry, the Employee Health Nurse will review with the City's designated Physician the treating physician's recommendation or the maximum number of days published in the disability

guidelines. If the designated City's physician does not accept the treating physician's recommendation, the employee will be notified and may request a second medical opinion.

The employee may request a second medical opinion at the employee's expense in accordance with the City of Laredo medical benefits program. If a second physician's opinion is requested and submitted by the employee, the designated City's physician may accept the medical opinion that more closely approximates the disability guidelines, or the maximum number of days published in the disability guidelines, subject to the discretion of the Group Benefits Administrator to request a third medical opinion.

If, at the discretion of the Group Benefits Administrator, a third opinion is necessary, that third opinion will be paid for by the Group Benefits Administrator. However, if the employee (covered person) wants a third opinion, it will be subject to the deductible and co-payment percentage. No officer shall be permitted to use more than 1,440 hours for a single illness or injury.

8. The Human Resources Director will provide the Chief of Police and the LPOA president with a copy of the form authorizing/not authorizing the granting of days from the serious illness leave. The Laredo Police Department personnel/payroll division shall monitor the minimum balance of the existing pool hours until exhausted and provide monthly reports to the Chief of Police and the LPOA president. The Laredo Police Department personnel/payroll division will provide a report to the Chief of Police and the LPOA president documenting the number of hours remaining in the pool until exhausted after each request that is approved by the Employee Health Nurse.