

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF CORPUS CHRISTI**  
  
**AND**  
  
**THE CORPUS CHRISTI POLICE**  
**OFFICERS' ASSOCIATION**

August 1, 2006 to July 31, 2010

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**THE STATE OF TEXAS §**

**COUNTY OF NUECES §**

**AGREEMENT**

**ARTICLE 1 - PREAMBLE**

Pursuant to the mutual agreement of the parties, this agreement has been entered into by the City of Corpus Christi, hereinafter referred to as the "City"; and the Corpus Christi Police Officers' Association, hereafter referred to as the "Association." The purpose of this agreement is the promotion of harmonious relations between the City and the Association; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of compensation and other conditions of employment.

**ARTICLE 2 – DEFINITIONS**

“Accredited college or university,” means a college or university whose accreditation is approved by the Texas Higher Education Coordinating Board.

"Association" means the Corpus Christi Police Officers' Association.

“Calendar days” means any day including weekends and holidays. When the agreement specifies 365-days, 366-days will be used during a Leap Year.

“C.A.P.F.U.D.T.P.” College of American Pathologist Forensic, Urine, Drug Testing Program.

“Chapter 143, Local Government Code,” means the Municipal Civil Service Act, formerly TEX. REV.CIV. STAT. ANN. Art. 1269m (codified 1987).

“Chapter 174, Local Government Code,” means the “Fire and Police Employee Relations Act,” formerly Article 5154c-1 of Vernon’s Annotated Civil Statutes.

"Chief" means the Chief of Police of the City of Corpus Christi.

"City Manager" means the City Manager of the City of Corpus Christi.

"City" means the City of Corpus Christi.

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

"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. The Chief may declare an emergency pursuant to this definition.

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

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

"Gender" Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

"Grievance" means any and all disputes arising under the Grievance Procedure in Article 8.

"Member" means any employee who is on the membership list of and pays dues to the Association.

"MRO." Medical Review Officer.

"Police Officer Trainee." An individual employed by the Corpus Christi Police Department who has not yet completed the Corpus Christi Police Academy and been commissioned as a Police Officer.

"Probationary Period." Begins on the date of graduation and commissioning from the Corpus Christi Police Academy, and ends 365-calendar days from that date.

"S.A.M.H.S.A." Substance Abuse and Mental Health Services Administration.

"Seniority." Begins on the date of graduation and commissioning as a Police Officer from the Corpus Christi Police Academy.

"Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including but not limited to "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

"Supervisor" means any officer with the rank of Lieutenant or above, or any officer, when assigned supervisory duties by ranking officers having authority to make such assignments.

"Termination of employment" means the officer voluntarily resigned, whether eligible for retirement or not, or was indefinitely suspended and did not appeal his or her termination of employment or after exhaustion of all appeals to arbitration and/or court.

"Work hour or working hour" means any hour an employee is scheduled to be on duty regardless of whether on a weekend or holiday.

"Work days or working day" means business days excluding weekends and holidays.

### **ARTICLE 3 - ASSOCIATION RIGHTS**

A. **Association Recognition and Scope of Unit.** The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Police Officers, Senior Police Officers, Lieutenants, Captains, Commanders, and Assistant Chiefs.

B. **Payroll Deduction of Dues.**

1. The Association shall supply the City with all necessary papers and information for payroll deduction of Association dues and assessments. The City shall not authorize payroll deductions for membership dues to any other employee organization, which is qualified to be a collective bargaining agent for police officers.

2. The City agrees to deduct dues upon receipt from the Association of a "Dues Deduction" form voluntarily and individually authorized, signed and dated by each member of the Association. Such dues will be established by the Executive Board in accordance with the bylaws of the Association. This authorization shall remain in full force and effect for the term of this agreement or until termination by the employee. Such "Dues Deduction" form is found in Appendix "A" and is incorporated by reference into this agreement. The City shall begin such deductions on the following pay period after receipt of the "Dues Deduction" form. Any dues increase will require the vote of the Executive Board and shall not need additional signatures from the general membership.

3. The City agrees to deduct special assessments or Health and Benefit Contributions from all employees that are members of the Association or the Health and Benefit Trust Fund upon receipt of official notification from the President of the Association indicating that said special assessment has been approved and ratified by a majority vote of the Association members. In return, the Association agrees to defray the administrative costs to the City for such assessments in the amount of \$50.00 per month to be invoiced by the City on a monthly basis during the period of special assessment. The City is not responsible for the administration and procedures used by the Association in collecting, distributing or return of any assessment monies. The following language is for clarification only and is not subject to the grievance procedure: The assessment ballot shall state the type of assessment, the amount of the assessment, the designated period of the assessment, and date and manner of the reimbursement, if any. The reimbursement of all unused assessment funds shall be distributed equally within 30-calendar days of termination of the project as defined in the assessment ballot. For example, "the members shall be assessed \$10.00 for collective bargaining negotiations and reimbursement of all unused assessment funds shall be distributed equally within 30-calendar days of execution of a new agreement."

4. At any time a member of the Association desires to withdraw his membership, he may voluntarily and individually do so. Such action will be initiated through a "Termination of Dues Deduction" form in Appendix "B" voluntarily and individually signed by the member of the Association and a list of the names of officers who have terminated their participation shall be sent to the Association. The Association, pursuant to its constitution and by-laws, may suspend a member temporarily or permanently. Such action will be initiated through a "Termination of Dues Deduction" form signed by the president of the Association and furnished to the City. Such "Termination of Dues Deduction" form is found in Appendix "B" and is incorporated by reference into this agreement. The City shall terminate deduction of dues on the following pay period after receipt of the "Termination of Dues Deduction" form.

5. The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's paycheck and will not be liable for damages to the Association, any individual employee, or other persons for failure to deduct any authorized sum for any reason.

6. The City shall continue its practice of providing the Association with the print-out of current dues deductions.

7. The City shall provide to the Association the police directory, the CCPD General Rules Manual and Divisional Manual, and the CCPD/Municipal Court Telephone Directory as updated. The

Association agrees to use the directory for only internal Association activities and agrees to hold the City harmless.

**C. Time Off for Association Business.**

1. Subject to prior notification to the Chief or the next highest ranking officer, the Executive Board, or its designees, shall have the right to visit the premises of the Police Department for purposes of administering this agreement. For a period of time not to exceed 4-hours, the Association shall have the exclusive right to make a presentation to cadets at each academy class on the benefits provided by the association, the benefits and rights under the collective bargaining contract, and the rights of police officers under state and federal law. The visits and presentations shall be conducted in a manner and at a time as not to interfere with the functions of the department and approved by the Chief. Such approval shall not be unreasonably withheld.

2. On each January 1, each member of the Association shall contribute accumulated sick leave hours to a pool to be known as the "Association President" pool in an amount determined by the City and Association to be sufficient each year to fund the pool. This pool shall be used to compensate the Association President during his term of office in accordance with this paragraph. During his entire term of office, the Association President shall be relieved of duty with pay to perform Association duties. The Association President's base salary shall be offset by the hours in such pool. The City shall continue to pay all benefits and additional pay, which the Association President is entitled to receive. The period during which the Association President is relieved of duty under this provision shall not constitute a break in service. In the event of an emergency, the Chief may order the Association President to report for duty as assigned by the Chief during the emergency situation. If the Association President elects to return to duty for the remainder of his term of office, he shall give the Chief 60-calendar days advance written notice of the date he shall return to duty. If the Association President occupies a supervisory position, the Chief may temporarily appoint to such position the next person on the appropriate promotional eligibility list to serve in an acting capacity during the Association President's term of office. If there is no eligibility list for such position, the Chief may appoint a person from the rank immediately below to work out-of-class during such period.

In the event of the incapacity of the Association President for a period in excess of two (2) weeks for illness or injury, at the option of the President, the President may elect to discontinue use of the Association President's pool and utilize sick leave. This shall be effective upon two (2) weeks written notification in advance that the Association Vice President shall be assuming the duties of the President. The Association Vice President upon assuming the duties of the President shall be eligible to use the pool hours during the absence of the President. In no event shall two (2) Association officers be eligible to draw pool hours from the Association President's pool at the same time or covering the same period of time. In the event of the death of the Association President or incapacity during which the Association President is unable to communicate, the Association Vice President shall provide written notice of the intent to utilize the Association President's pool hours under this provision.

3. With 5-calendar days written notice to the Chief of Police, time off with pay will be allowed for officers who participate on the Association's negotiating team on days that the team is preparing for negotiations and while contract negotiations are in session. If the team member is on their regular day off, the employee is entitled to another day off with pay. The total number of persons participating on each of the negotiating teams shall be equal, but no less than three. Preparation time shall be limited to that reasonably necessary not to exceed one workday for each scheduled day of bargaining.

4. Members of the Executive Board and trustees of the Association Health and Benefit Trust may receive time off, without loss of pay, to attend regularly scheduled Association meetings, trust meetings, and Executive Board meetings. The Chief may, at his discretion, grant said time off, subject to scheduling and manpower contingencies that may arise.

5. A pool of 200-hours shall be available during each year of this contract for time off with pay for Association delegates and trustees to attend conventions or seminars held in connection with Association and trust activities, provided that said time off with pay shall not exceed a total of 200-hours each contract year regardless of the number of delegates elected to attend such functions. Additional expenses for travel, lodging, etc. are not included. The Association President shall approve in writing the use of pool time, and provide an accounting to a designee of the Chief of Police.

6. Except for a person who holds the position of President of the Association and has elected to be relieved of duty to perform Association duties, no Captain shall serve as representative for an employee on a grievance, serve on the Association Grievance Committee, or serve on the Association negotiating team.

**D. Bulletin Boards.** The Association may provide and maintain a bulletin board on any premise of the Police Department at its own expense. The City will not authorize the posting of bulletin boards on any premise of the Police Department by any other employee organization, which is qualified to be a collective bargaining agent for police officers. The bulletin board shall be consistent in design and standards to other bulletin boards in the Police Station for posting of routine announcements of meetings, Association business, recreational functions, legislative enactments and judicial decisions. The use of the bulletin board for the postings of partisan political material, editorial comments and viewpoints of employees in any manner, which would be in opposition to existing police working conditions, shall not be allowed. Any material on the bulletin board which the City alleges to be in violation of this agreement shall be promptly removed by the Association. The matter will then be immediately referred to Step "4" of the grievance procedure for resolution. The Association shall be allowed to disseminate bulletin board information under the same rules and regulations adopted for bulletin boards and in accordance with the procedures spelled out below. The Association President or his designee shall submit the proposed e-mail in writing to the Chief for distribution to members of the bargaining unit only. The Chief shall approve or disapprove of the proposed e-mail within 5-calendar days of receipt from the Association. The Chief shall notify the Association of his decision in writing. In the event the Chief denies the request, the Association shall have 5-calendar days from receipt of the Chief's decision to appeal that decision to the City Manager. The City Manager shall either affirm or overrule the decision of the Chief within 5-calendar days of receipt of an appeal from the Association. The determination of the City Manager shall be final and binding on the parties and shall not be subject to appeal to a grievance, arbitration or any other body. It is the intention of this provision to allow the Association to provide information to officers only. Nothing herein shall be construed to permit or sanction two-way communication between officers and the Association using this method. Unauthorized use of the e-mail system in response to Association e-mails sent under this provision shall be subject to departmental policy.

## **ARTICLE 4 - ASSOCIATION DUTIES**

**A. Prohibited Practices.** Neither the Association nor any employee shall engage in any of the following practices:

1. Restrain or coerce any employee in the exercise of any rights granted under this agreement;

2. Cause or attempt to cause an employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization, or attempt to cause the City to violate any rights of the employee;

3. Discriminate against any employee because he has signed or filed an affidavit, petition or complaint, or given any information or testimony alleging violation of this agreement;

4. Discriminate against any employee covered by this agreement because of race, sex, creed, color, age, national origin, affiliation, association or non-association; or discriminate in the application or interpretation of the provisions of this agreement;

5. Discriminate against any employee who has filed a grievance pursuant to Article 8 of this agreement;

6. Initiate, authorize, aid, or participate in any strike, picketing, or distribution relating to the employee's employment or the employment of any other person by the City or any other employee; or refuse to cross any picket line by whomever established where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City.

B. The parties hereto agreed that all negotiations will be conducted exclusively between the designated bargaining representatives of the City and the Association. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations for amendments to this agreement unless an impasse exists as defined under the "Fire and Police Employee Relations Act", Chapter 174, Local Government Code.

C. Any changes in wages, hours, terms and conditions of employment and other benefits granted by the Texas State Legislature requiring the City to compensate, remunerate or otherwise assist employees after the effective date of this agreement shall not alter the terms of this agreement during the life of said agreement. This provision shall not unfavorably affect employees as to any changes in wages, hours, terms and conditions of employment and other benefits granted by the Texas State Legislature requiring the State of Texas to compensate, remunerate or otherwise assist employees after the effective date of this agreement. Any changes in wages, hours, terms and conditions of employment and other benefits granted by the Texas State Legislature requiring the State of Texas to compensate, remunerate or otherwise assist employees shall not be incorporated into this agreement; nor shall the City be required at any time to pay any share of said wages, hours, terms and conditions of employment or other benefits. Any reduction or elimination of wages, hours, terms and conditions of employment, and other benefits by the Texas State Legislature that previously required the City to compensate, remunerate or otherwise assist employees after the effective date of this agreement shall not alter the terms of this agreement during the life of said agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

A. The Association recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.

B. The City shall have the authority to consolidate the operations of two or more departments, and to reorganize the operations within the department, or departments, and the right to lay off employees of the department.

C. The City shall have exclusive authority to transfer any governmental operations now conducted by it to another unit of government. Upon such transfer, all agreements are terminated, including this agreement as pertaining to personnel of the department affected by the transfer.

D. The City and the Chief shall retain all rights and authority to which, by law, they are entitled.

E. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described, and it is intended that all such duties shall be performed by the employee.

F. The City shall reserve the right to use security personnel which include, but are not limited to, such job classifications incorporated within the Compensation and Classification Plan as Safety Security Officer, Jailer, Police Matron, Lifeguard, School Crossing Guard, and Maintenance Security Man, which require training in law enforcement, safety and security duties, fire fighting skills, emergency medical treatment, water safety, and other similar related skills. Such job classification, as well as similar job classifications adopted in the future which would include public safety personnel for Padre Island, are not subject to the terms of this agreement.

G. The City reserves the right to use civilians in the Police Department to perform duties that do not require a commissioned officer. Duties that require a commissioned officer are defined to be those duties required by State law to be performed by peace officers. It is specifically agreed that the City may use civilians to perform duties in the Police Department that are presently being performed by civilians irrespective of any requirements of State law concerning the requirement for a police officer. It is also agreed that civilians in the Police Department may not be used as direct supervisors of any commissioned officer. Interpretation of this provision is subject to declaratory judgment action.

H. The City reserves the right to use personnel from the Police Department and the Fire Department interchangeably during natural disasters and civil disorders.

I. The Chief shall have the exclusive right to:

1. Establish departmental rules and procedures;
2. Discipline or discharge for cause;
3. Determine work and overtime schedules in a manner most advantageous to the City;
4. Establish methods and processes by which work is performed; and
5. Transfer employees within the department in a manner most advantageous to the City.

J. Except as provided in this agreement, the City retains the right to operate and manage its affairs in all respects.

## **ARTICLE 6 -MANAGEMENT DUTIES TO THE ASSOCIATION**

A. The City shall provide the following materials to every employee and the Association:

1. A current copy of rules and regulations of the department and any amendments, and

2. A true and correct copy of this agreement.
  3. A true and correct copy of the Rules and Regulations of the Civil Service Commission for Firefighters and Police Officers for the City of Corpus Christi, Texas, as amended.
- B. The City shall not engage in the following practices:
1. Interfere with, restrain, or coerce employees in the exercise of rights granted in this agreement;
  2. Dominate, interfere, or assist in the formation, existence or administration of any employee organization which is qualified to be a collective bargaining agent for police officers; or contribute financial support to any such organization.
  3. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training, or other terms or conditions of employment;
  4. Discharge or discriminate against any employee because he has filed any affidavit, 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 organization;
  5. Discriminate against any employee or employee group because of religion, sex, creed, color, age, national origin, association or non-association or affiliation in an organized employee group or discriminate in the application or interpretation of the provisions of this agreement.
- C. Hurricane Call Out. The City agrees to provide posted locations prior to a call out for a hurricane where employees may park their privately owned vehicles, and notify the officers of the employee shelter. The City does not guarantee that vehicles will not be damaged at such locations or the safety of any person who remains at the employee shelter during the hurricane.
- D. The City shall notify the Association of all posted meetings of the Civil Service Commission for Firefighters and Police Officers for the City of Corpus Christi, Texas.

## **ARTICLE 7 - DISCIPLINARY ACTION**

A. The Chief shall have authority to demote, temporarily suspend not to exceed 240-work hours, or terminate any employee for the causes set forth in the Rules and Regulations of the Civil Service Commission for Firefighters and Police Officers of the City. In the alternative, the Chief shall have authority to impose "alternate disciplinary actions" in the nature of required attendance at and participation in remedial, educational or rehabilitative programs. Such programs may be provided by the City or by the City through a third party. The employee may appeal such actions as provided herein. Nothing herein shall be construed to allow appeals of reprimands or other disciplinary actions or alleged disciplinary actions, which were not previously appealable. It shall be within the sole discretion of the Chief to decide whether to utilize the "alternate disciplinary actions" provided for herein, subject to the appeal provided herein. When the Chief chooses to demote, temporarily suspend, or terminate any employee, the arbitrator shall have no authority to consider or substitute an "alternate disciplinary action."

B. Disciplinary action may be taken against a police officer within 180-calendar days of the discovery by the Chief of conduct by the officer which would constitute a felony or a Class A misdemeanor, and not

thereafter. Provided that such limitation shall not prevent disciplinary action against a police officer based upon his conviction for any such crime notwithstanding that discovery of the conduct on which the conviction is based occurred more than 180-calendar days before the disciplinary action. Provided further that no disciplinary action may be taken for conduct on which the criminal statute of limitations has run regardless of the date of discovery. Provided, however, that nothing within this Section B shall in any way limit the time within which the Chief may take disciplinary actions under Chapter 143 and to the extent that Chapter 143 permits the Chief more time to initiate any disciplinary action it shall prevail.

C. Internal Investigation Guidelines. "Internal Affairs Investigation" means cases where an allegation of misconduct has been made, an internal information report has been completed, assigned for follow up investigation; it does not include incidents or situations arising in the field which require initial fact finding to prepare an internal information report. In the event that a police officer is interviewed by a division commander, captain, or internal investigator regarding an internal affairs investigation, which, if proven, may result in a suspension or indefinite suspension, the following guidelines shall prevail. This provision shall not apply to officer witnesses who shall be advised of their role in the investigation.

1. The interview of any employee shall be at a reasonable hour, preferably during on-duty hours, if possible, but not necessarily, depending upon circumstances. In the event of a dispute of the reasonable hour determination, the decision of the Chief shall be final.

2. The interview shall take place at a location designated by the investigating officer, usually at the Headquarters Police Station.

3. The employees 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.

4. Except in exigent circumstances, the employee shall be informed forty-eight (48) hours prior to being interviewed or asked to otherwise respond to an internal affairs investigation of the general nature of the investigation before any interview commences. Sufficient information to reasonably apprise the employee of the allegations shall be provided. If it is known that the employee being interviewed is a witness only, he shall be so informed. "Exigent circumstances include necessary cooperation during incident scene procedures, including securing the scene, controlling the public, preliminary responses to press inquiries, obtaining witness information, obtaining and processing all physical evidence from the scene or from the officer."

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

6. The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. 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 resulting in disciplinary punishment.

7. If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be accorded all rights pursuant to law to which any citizen would be entitled.

8. At the request of the employee or the interviewing officer, the complete interview of the employee shall be recorded (video/audio) or by a stenographer. There will be no "off the record" questions unless so agreed by both parties. All recesses called during the questioning shall be noted in the record. The party requesting (video/audio) recording or recording by a stenographer shall pay all costs of same, unless the parties agree on a cost division between them.

9. Upon request of the employee or the employee's attorney, said employee or attorney shall be given an exact copy of any written statement the employee executed, or if the questioning is (video/audio) or stenographically recorded, the employee or the attorney shall be permitted to record or transcribe from the original recording of the officer's own statement or interview, upon his request, or to purchase a copy of the original recording. The City shall provide within a reasonable time prior to the rebuttal conference or hearing ("Loudermill"), the employee or the employee's attorney a reasonable time to review but not copy verbatim or photocopy any complaints, affidavits, other written statements, GPS/AVL readouts, video recordings, audio recordings, and photographs, which have been gathered as part of the administrative investigation. The officer shall not release the provided information to any person other than his attorney or Association representative.

10. 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.

11. The investigator for Internal Affairs in charge of the particular case is required to inform the officer prior to being questioned, interrogated and/or investigated that he/she may have one representative, an attorney, Association representative or a personal representative, present during the employee's interview, unless the officer in writing voluntarily waives this right. If an officer is ordered to write a statement, the officer shall be allowed to write the Garrity Warning on the statement. No supervisor may represent or advise his or her immediate subordinate during any interviews conducted in an internal investigation. The Association President may represent or advise an employee during an internal investigation.

12. The Chief of Police recognizes the right of Association members to seek advice or representation by designated Association representatives, and to confer with such designated Association representatives and legal counsel. Such communications to an Association representative are privileged and shall not be the subject of compelled disclosure unless exceptions to the attorney client privilege would apply, had the communication taken place with counsel. Association representatives may not be compelled to reveal the substance of communications, which clearly concern Association business; however, this provision does not insulate any behavior or conduct, including threats by language or disorderly conduct from being fully investigated.

D. Prior to any such disciplinary action, the employee and the Association shall be given written notice of contemplated disciplinary action, stating the action or actions contemplated and the reasons therefore, and notifying the employee that he may rebut the charges to the Chief, either orally or in writing, within 14-calendar days, which time shall be stated in the notice. Nothing herein requires the City to meet service or procedural requirements in providing notice to the Association.

E. After the notice and opportunity for rebuttal provided in the preceding paragraph the Chief may demote, suspend, terminate, or take alternative disciplinary action against an employee by personal service on the employee of a written statement of charges. If the Chief should be unable to secure personal service after due diligence, service may be made by placing it in the mail addressed to the

employee's last known address along with delivery of the statement to the Association, and proof of such service shall be sufficient to support any disciplinary action. A copy of such statement, along with a copy of the notice of contemplated disciplinary action, shall be promptly filed with the Director of Human Resources of the City.

The written statement shall point out the particular rule or rules alleged to have been violated by the employee and the specific act or acts alleged to be in violation. Said statement shall inform the employee that he has 14-calendar days after receipt thereof to file a written appeal with the Director of Human Resources. If alternate service is obtained as provided herein, the employee shall have 14-calendar days from service upon the Association.

To appeal from any disciplinary action imposed, the employee need only file a letter expressing his request to appeal to arbitration within such 14-calendar day period. Appeal from suspension, termination or demotion shall be decided by one arbitrator, selected according to this contract.

F. Upon receiving an appeal from an employee or his designee, the Director of Human Resources shall act immediately to notify the Association and Chief of the appeal to arbitration. When an employee will not be represented by the Association, advance payment of \$1,000 for the arbitrator must be included with the notice for appeal to arbitration in order for the appeal to be valid. Such advance payment may be waived upon the City's acceptance of a written contract with the employee for payment of any charges, which might be incurred by the officer as a result of an appeal to arbitration.

The Director shall immediately request a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators from the American Arbitration Association or other qualified agencies, which may be mutually agreed upon for this purpose. Within 7-calendar days after receipt of the list, the Director of Human Resources shall contact the employee or his designee in order for the employee or his designee and the City to alternately strike the names on the list, and the remaining name shall be the arbitrator. If the parties cannot agree as to who shall strike first, the parties shall decide by a coin toss.

G. The hearing shall be commenced within such reasonable time as the arbitrator selected can be scheduled. If the arbitrator selected cannot commence the hearing within 50-calendar days from his selection, either party may, within 5-calendar days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within 5-calendar days 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 an award within 30-calendar days of the close of evidence in standard arbitration hearings, and within 7-calendar days of the close of evidence in expedited arbitration hearings. Post hearing briefs shall only be permitted in standard arbitration hearings and must be mailed to the arbitrator within 7-calendar days of the close of evidence in 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 its sole expense.

The award 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 violated, if any. Where the charges are upheld, the award shall state whether the discipline imposed is upheld, or whether some lesser discipline is substituted.

H. The following rules shall govern the conduct of hearings under this section, and of certain preliminary matters:

1. Upon the request of either party addressed to the opposing party at least 7-calendar days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony. Each party shall pay the subpoena fee of their own non-city witnesses.

2. The arbitrator shall have the power to subpoena witnesses, records and other evidence, upon not less than 7-calendar days notice. Pursuant to such notice, the Director of Human Resources shall issue 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 Director of Human Resources. Any subpoena for records or documents shall not exceed the scope of discovery allowed by the arbitrator, and shall be served on the Department Director in constructive custody of such records or documents. Nothing herein shall prohibit the City from seeking common law relief in the state district court if the arbitrator exceeds his jurisdiction in regards to discovery.

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 7-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 application, 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 the 7-calendar days prior to the hearing.

5. All hearings shall be public unless requested by the appealing employee 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.

7. No supervisor may represent his or her immediate subordinate in disciplinary hearings held under this Article. The Association President or a designee who is not in the officer's chain of command is exempt from the provisions of this paragraph.

I. The arbitrator shall have all powers vested in the Commission under Chapter 143 and the Commission Rules, with respect to suspensions, terminations, and demotions, except the power to amend such rules.

J. Any notice or statement required to be filed by the Chief of Police or the employee in a disciplinary proceeding under Chapter 143, under Commission Rules, or under this contract, shall be filed with the Director of Human Resources of the City.

K. The decision of the arbitrator is final and binding on all parties. A district court may hear an appeal of an arbitrator's award only on the grounds that the arbitrator was without jurisdiction or exceeded his jurisdiction or that the order was procured by fraud, collusion, or other unlawful means.

L. Unless otherwise provided in this contract, in cases of conflict, the provisions of this contract will control over Chapter 143, Civil Service Commission Rules, and American Arbitration Association Rules; and Chapter 143 and Civil Service Rules promulgated pursuant to it shall control over American Arbitration Association Rules or rules of other qualified agencies as mutually agreed upon for this purpose.

M. A probationary employee may be discharged at the discretion of the Chief, without appeal to arbitration, to the Commission, or to any court, at any time during the 365-calendar day period subsequent to being commissioned as a police officer.

N. Notwithstanding any other provision of this Agreement, the Chief shall have authority to impose any disciplinary action upon an employee, which is agreed to in writing by the Chief and the employee. The employee shall have no right to appeal such agreed disciplinary action, and no administrative or judicial body shall have power to review such disciplinary action or alter the terms of the agreement.

O. Any deadline or time restrictions set out in this contract with respect to disciplinary proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided by the contract.

P. In addition to disciplinary powers vested in the Police Chief, the following supervisors shall have the right to suspend for cause, said suspensions not to exceed the following limits: (1) Police Commanders and Assistant Chiefs may suspend not to exceed 24-work hours without pay for an officer assigned to work an 8-hour shift and 30-work hours without pay for an officer assigned to work a 10-hour shift; and (2) Police Captains may suspend not to exceed 16-work hours without pay for an officer assigned to work an 8-hour shift and 20-work hours without pay for an officer assigned to work a 10-hour shift. Such suspensions may be appealed within 7-calendar days to the Chief, and further appeal shall be to arbitration, according to the procedures for disciplinary actions by the Chief, except that no pre-suspension notice by the Chief shall be necessary, and the Chief may adopt the supervisor's letter as his own.

Q. In cases of appeal from suspensions, indefinite suspensions, demotions, and promotional passovers 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. All other costs of arbitration shall be borne by the party incurring those costs.

R. 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.

S. To the extent that any provision of this Article conflicts with or changes Chapter 143 or any other civil service statute, the statute is so amended, as authorized by Chapter 174.

T. Any officer temporarily suspended at the discretion of the Chief, may be allowed to forfeit vacation leave, holidays, or compensatory time in lieu of suspension (which means that the officer forfeits leave but does not have days off, and continues to work his regular schedule). Any officer temporarily suspended for a period of 30-hours or less shall be allowed to forfeit vacation leave, holidays, personal

leave or compensatory time in lieu of suspension (in like manner as above) if the officer agrees not to appeal the suspension. After 24-months, the City agrees not to use such unappealed disciplinary action in any future disciplinary case.

U. Written reprimands may be issued by any supervisor to an officer without requiring prior notification. Copies of all written reprimands shall be given to the affected officer. The officer may reply, and such reply shall become a part of the officer's permanent civil service file. No written reprimand shall be placed in the file without the officer's knowledge. Letters of counseling shall become a part of an officer's departmental file.

V. If the officer appeals a suspension of 30-hours or less, the losing party shall pay all fees and expenses of the arbitrator. The arbitrator shall designate the losing party for purposes of this paragraph, and may find that both parties lost in part and apportion fees and expenses accordingly.

W. To the extent that any provision conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 174 of the Local Government Code.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

A. **Scope of Grievance Procedure.** The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this agreement, shall constitute a grievance under the provisions of this grievance procedure, with the exception of Whistleblower claims. Any claim of adverse action based on Whistleblower status under Article 554, Government Code, or federal law must be in accordance with the procedure usually applicable under this grievance procedure, and shall follow the process set forth in Section E.

B. **Association Representation.** A grievance may be brought under this procedure by one or more aggrieved employees to the Association or by the Association itself in cases where the subject of the grievance is an on-going practice by the City which affects the bargaining unit as a whole ("Class Action").

C. **Time Limitations.** The aggrieved employee or employees shall bring the grievance in writing to the Association within 30-calendar days of its occurrence; or if at the time the aggrieved employee is unaware of the grievance, within 30-calendar days of aggrieved employee's knowledge of its occurrence. The Association in a Class Action shall bring the grievance to the Chief of Police within 30-calendar days of its occurrence; or if at the time the Association did not know or should have known of the grievance, within 30-calendar days of the Association's knowledge of its occurrence. The time limits prescribed herein may be waived by mutual agreement, in writing, by the Association and the appropriate management representative at each step.

### **D. Steps:**

Step 1. **Informal Process.** Prior to the formal commencement of a grievance, employees shall seek to informally resolve their concerns through their immediate supervisor or others consistent with the chain of command. Grievances settled at Step 1 shall not be considered a past practice or a waiver of the right to pursue a similar timely grievance by another aggrieved employee or the Association.

Step 2. Association Review. The aggrieved employee shall submit his grievance in writing to the Association within 30-calendar days as required in Section C. Any grievance not submitted to the Association within the prescribed time limit shall not be considered timely and shall be void. Within 30-calendar days of receipt of the grievance, the Association shall determine whether the grievance is valid and notify the Commander in writing pursuant to Step 3. The Association shall judge each grievance in a fair and equitable manner and shall not discriminate against employees who are not Association members. 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.

Step 3. Commander Review. If the grievance is approved by the Association, the Association shall pursue the appeal, with or without the grievant, to Step 3 with the Commander in the aggrieved employee's chain of command on the Grievance Form (Appendix "C"). The written grievance at this step and at all steps thereafter shall contain the following information: (1) a statement of the grievance setting out the specific provision of this agreement to be interpreted, applied or enforced and the facts upon which it is based; (2) how the facts result in a violation of the agreement; (3) the remedy or adjustment sought including a clear statement of the proper interpretation, application or enforcement of this agreement; and (4) the signature of the aggrieved employee. Said Commander shall respond in writing to this grievance within 30-calendar days of its receipt. The written response at this step, and management responses at all steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based; (2) an analysis of the alleged violation of the agreement; (3) the remedy or adjustment, if any, to be made; (4) the signature of the appropriate management representative.

The Commander shall FAX or hand deliver a copy of the response to the Association. If the Commander does not respond within 30-calendar days, the grievance shall be deemed denied and the Association with or without the aggrieved employee may proceed to the next step.

The aggrieved employee may not be represented by a member of the department who is in the aggrieved employee's chain of command. The Association with or without the consent of the aggrieved employee may withdraw the grievance at this step.

Step 4. Chief of Police Review. The Association may submit a written grievance from Step 3 to the Chief within 30-calendar days of receiving the Commander's written response. The Chief shall respond in writing to this grievance within 30-calendar days of its receipt. If the Chief does not respond within 30-calendar days, the grievance shall be deemed denied and the Association may proceed to the next step. Failure of the Association and the Chief to resolve the grievance in writing or to submit to arbitration at the conclusion of Step 4 shall be the conclusion of the grievance.

In the case of the Association submitting a Class Action grievance, the Association shall submit that grievance directly to the Chief. The Chief shall respond in writing to Class Action grievances within 30-calendar days of its receipt. If the Chief does not respond within 30-calendar days, the grievance shall be deemed denied and the Association may proceed to the next step. Failure of the Association and the Chief to resolve the Class Action grievance in writing or to submit to arbitration at the conclusion of Step 3 shall be the conclusion of the grievance.

Step 5. Arbitration. The Association may request, within 60-calendar days of the denial at Step 4, that the grievance be submitted to arbitration.

If arbitration is mutually elected, or required, the parties may mutually agree to use the Federal Mediation and Conciliation Service (FMCS), or any other person mutually agreeable to the parties. If the parties cannot mutually agree, a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators shall be requested from the American Arbitration Association (AAA). Within 7-calendar days after receipt of the list, the Director of Human Resources shall contact the President of the Association or his designee in order for the Association and the City to alternately strike the names on the list, and the remaining name shall be the arbitrator. The City and the Association shall alternate as to which party strikes first on each list.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from or modify, the provisions of this agreement in arriving at a decision on the issue or issues presented; and shall confine his decision solely to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not directly presented in the grievance. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Association and the City.

The losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for purposes of this paragraph, and may find that both parties lost in part and apportion fees and expenses accordingly.

Each party shall pay the subpoena fee of their own non-city employee witnesses.

E. **Whistleblower Claims.** The submission shall state specifically each law, which is or was believed to have been violated and the factual basis for the claimant's belief that such a violation occurred. It shall further state each "appropriate law enforcement authority" to whom or which the violation has been reported. The grievance shall be filed at Step 4 (Chief of Police) and proceed through the steps in this process, provided however, that any person who is implicated in any of the reports shall not be included in the steps of the grievance process. The Chief shall designate an alternate step in such instance, or if the Chief is implicated, the City Manager shall designate the alternate step.

## **ARTICLE 9 - HOURS OF WORK**

A. **Workweek.** The workweek shall consist of 40 hours per 7-day work cycle. "Regular rate" and "regular rate of pay" as used in this agreement means base pay and longevity only, in accordance with historical payroll practice, and does not have any statutorily derived meaning. A meal break may be taken during the shift scheduled in compliance with the rules and regulations of the department. Notwithstanding any other provision in this agreement, the City shall be entitled to implement and qualify for meal time credit under the provisions of Section 142.0015(i), Local Government Code and 29 C.F.R. 553.223 and 785.19. Any work required in holdover from a shift shall not be compensable unless it exceeds 15-minutes. Where 15-minutes is exceeded, all time worked in holdover from shift shall be paid at the overtime rate, calculated in 15-minute intervals. Any time in excess of any 15-minute interval shall be compensated to the next quarter hour.

B. **Overtime.** Overtime shall be defined as authorized work performed in excess of the regular workweek. Where overtime occurs as a result of shift assignment change all employees excluding those serving at the rank of Police Commander or above may elect to be paid straight time for the time worked or an equal amount of compensatory time. Where the employee elects to be paid, calculation for pay shall be made during the pay period in which the overtime was accrued. Productive time for the purposes of calculating overtime in a workweek includes vacation leave, holidays, sick leave, and compensatory time, and any other authorized leave. Both parties believe that the pay and benefits under this agreement exceed

the statutory minimums set by federal and State law for straight and overtime pay. In any enforcement action under federal or State law, the City shall be entitled to credit for all payments made under this contract which exceed the statutory pay obligations, including but not limited to the foregoing "productive time" provision, irrespective of the pay period or pay cycle when such occurred. The City shall also be entitled to the full extent of the partial exemption under 29 U.S.C. 207 (k) in any such enforcement action. Should any court rule or hold that the City is not entitled to the full credit provided herein, the City may reopen negotiations during the term of this contract to address any issue necessary as a result of such ruling, and the duty of each party to bargain under Chapter 174 shall apply. All employees, excluding those serving at the rank of Police Commander or Assistant Police Chief, may elect to be compensated for overtime either in cash at the rate of 1-1/2 times the employee's regular rate of pay, or in compensatory time equal to 1-1/2 times the actual hours of overtime worked for all other overtime worked. Scheduling of compensatory time shall be at the discretion of the Chief. In the event of separation in good standing, the City shall pay accrued compensatory time not to exceed 240-hours at the employee's regular rate of pay.

Not more than 240-hours of compensatory time may be accrued. The City shall give each employee adequate and reasonable opportunity to use the employee's compensatory time in excess of 240-hours.

Overtime at the rate of 2 times the regular rate of pay will be paid for work performed on Thanksgiving Day, Christmas Day and Easter Sunday. Overtime at the rate of 1-1/2 times the regular rate of pay will be paid for work performed on any other holiday listed in Article 11.

In an effort to minimize non-volunteer overtime for events scheduled 90-calendar days or more in advance, the Chief will have posted sign-up sheets for voluntary overtime assignments 30-calendar days prior to the event. Sign-up sheets will remain posted until one workweek prior to event. Based upon the sign-up list, non-voluntary overtime assignments will be made or rescheduling will be done by the City in order to provide the necessary on duty police services for the event.

When ordered by the Chief to work during an emergency or assigned to some duty not normally attendant to their supervisory and management responsibility of their job assignment or division, Commanders shall be compensated at the rate of 1-1/2 times and may be compensated in cash or compensatory time, for those hours worked over and above the regular 40-hour workweek.

### **C. Court Time and Call Back.**

1. Employees while off duty who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment shall be compensated at the rate of 1-1/2 times the employee's regular rate of pay with the minimum compensation of 3-hours.

2. Employees who are subpoenaed while on vacation to give testimony about events arising out of their employment shall be compensated during the first 8-hours of testimony for the employee's vacation time in that workweek as well as compensated for actual hours worked at the rate of 1-1/2 times the employee's regular pay with a minimum compensation of 2-hours. Compensation for subsequent Court testimony after the initial 8-hours shall be at the rate of the employee's regular pay.

3. Employees who are called back to duty while on vacation shall be compensated for the employee's vacation time in that workweek as well as pay with a minimum compensation of 2-hours, except that where an emergency exists, the employee's vacation may be canceled by the Chief, whereupon said employee shall be paid at his regular rate of pay.

4. The Association and the City shall work together in the Labor-Management Relations Committee in an effort to minimize unnecessary standby time.

5. Restricted on-call compensation. Off-duty employees who are ordered by the Chief to be on restricted on-call duty shall be compensated at a rate of \$1.00 per hour while assigned to such on-call duty. On-call duty restrictions shall be determined by departmental policy.

**D. Deferred Compensation for Overtime.** The City shall establish a policy under which officers who participate in either a deferred compensation plan which has been approved by the City or the Public Employee Deferred Compensation Plan or its successor shall be eligible to defer all accrued overtime in increments of one hour or more into their deferred compensation plan. The policy shall require prior designation by the employee of the election to participate for a period of at least six months. All overtime deferred under such policy shall be deposited directly to the officer's account in such deferred compensation plan. The City may require that the employee release and hold the City harmless for any penalties or other liability incurred by the City as a result of allowing the employee to defer overtime compensation under this provision.

## **ARTICLE 10 - SALARY AND BENEFITS**

### **A. Monthly Salary Schedule**

Effective August 1, 2006 (3%).

<b>Class Code</b>	<b>Class Title</b>	<b>Starting</b>	<b>6-mo</b>	<b>18-mo</b>	<b>30-mo</b>	<b>42-mo</b>	<b>60-mo</b>	<b>120-mo</b>
PO8	Trainee	2,856						
PO7	Police Officer	3,318	3,484	3,665	3,858	4,052		
PO6	Senior Officer	4,256		4,463			4,687	4,921
PO5	Lieutenant	4,692	4,926	5,177			5,435	5,707

<b>Class Code</b>	<b>Class Title</b>	<b>Starting</b>	<b>9-mo</b>	<b>18-mo</b>	<b>36-mo</b>	<b>60-mo</b>
PO4	Captain	5,768	5,883	6,000	6,089	6,152

Effective August 1, 2007, the parties hereto agree that a “market approach” shall be used to determine wage levels for members of the bargaining unit. In implementing this approach, the parties agree to compare wage rates with Police Officers in the 24 other Texas cities, as listed in “Form-1” in Appendix “E”.

The parties agree that pursuant to the following methodology, the City shall raise Police Officers base pay on August 1, 2007, August 1, 2008 and August 1, 2009 to bring Police Officers total pay to ratio of the “average” totals of the 24 other cities as of the date of the annual index described below. The “Composite Average” of the 24 cities shall be calculated as follows:

Step One – Complete Form-2 in Appendix “E” for each of the 24 cities and Corpus Christi. The applicable pay level to be used includes all steps and ranks below the first line supervisor that a good employee could reasonably expect to achieve, e.g. Amarillo Corporal, Corpus Christi Senior Officer, Dallas

Senior Corporal, El Paso Senior Officer, Houston Senior Officer, Lubbock Corporal. Longevity pay means any pay in addition to base pay that is based on length of service, e.g. "Stability Pay," "Seniority Pay," "Longevity Pay." Shift pay is the total amount of shift pay available during a 24 hour day, divided by three, e.g. 2% evening and 4% nights would yield 6% during 24 hours. The amount to be included would be 2%. Uniform allowance is the annual amount paid for uniform and maintenance. If the uniforms are provided, \$600 will be used as the value. Bachelor's Degree means a four year degree from an accredited college or university. Master Peace Officers Certificate means the premium paid for having Master Peace Officers Certificate from TCLEOSE. If the bachelor and TCLEOSE premiums are offered on either/or basis the highest amount will be used. The measurement amount for each item and year will be the maximum rate paid during the year, e.g. if there is an increase at mid-year, the higher amount paid after the increase would be used for the entire year. All measurements assume that an employee meets or exceeds the requirements for merit increases and advancements. This step produces a number for each city and for Corpus Christi which is a composite average of base pay and the five additional pay components, over thirty years.

Step Two – The 30 year average amounts for each department will be moved to Form-1. The combined "composite average" of the 24 cities will be compared to Corpus Christi's "composite average." Corpus Christi's base pay will be raised by an across-the-board percentage that increases Corpus Christi's total compensation as follows, and as compared to the average of the other 24 cities. All ranks and steps will receive the same percentage increase.

For FY 2007-2008, 2008-2009 and 2009-2010, if Corpus Christi's "composite average" (as defined and described above in Step One) is less than 98% of the "composite average" of the other 24 cities, Corpus Christi's base pay shall be increased to 101% of the 24 city average. If Corpus Christi's "composite average" is 98% or more of the average for the other 24 cities, Corpus Christi's base pay shall be increased to 100% of the 24 city average.

Notwithstanding the above formula, the parties agree to place a maximum cap on the percentage increase that the City will have to pay in fiscal years 2007-2008, 2008-2009 and 2009-2010 to no greater than four percent (4%). Under no circumstances will the pay of police officers be reduced as a result of this indexing.

The City and Association shall agree upon the annual index of the 24 Texas cities and complete the index no later than March 1. If no agreement is reached by March 15, the parties shall mutually agree on an outside consulting firm to calculate the index. If no agreement is reached by March 20 on retaining a consulting firm, the parties agree to retain PolicePay.Net to complete the index by April 15. The parties shall equally share in the costs of the calculation of the index.

Both parties recognize that the intent of the wage index is to attempt to place Corpus Christi Police Officers in the average of the range of Police Officers employed in comparable cities by utilizing the "Market Approach." Both parties also recognize that there are factors that could impact the City's ability to do so beyond the term of this Agreement. Therefore, the parties agree to collectively bargain in good faith during the last year of this Agreement to determine whether the goal of paying the officers at the average range is still achievable within the City's financial plan. The index shall be calculated pursuant to this Article for the average of the other 24 cities by March 1, 2010 for the purposes of educating the parties during negotiations.

### **Qualifications:**

1. Senior Officer. To qualify for a pay step at 60-months of service as a Senior Officer, each Senior Officer must possess an Advanced Certificate from TCLEOSE or a bachelor's degree from an

accredited college or university. To qualify for a pay step at 120-months of service as a Senior Officer, each Senior Officer must possess either a Master Peace Officer's Certificate from TCLEOSE or a bachelor's degree from an accredited college or university.

2. Lieutenant. To qualify for a pay step at 60-months of service as a Lieutenant, each Lieutenant must possess a Master Peace Officer's Certificate from TCLEOSE or bachelor's degree from an accredited college or university. To qualify for a pay step at 120-months of service as a Lieutenant, each Lieutenant must possess a bachelor's degree from an accredited college or university. If a Senior Officer is promoted to Lieutenant, the employee shall be placed in the pay step that gives the employee an increase in pay. Current Lieutenants who have 180-months of service or more as a Lieutenant at the date of execution of this agreement shall be entitled to this step without a bachelor's degree, but this provision shall not apply to any person without a bachelor's degree thereafter. To the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance or rule, this agreement shall supersede such provisions, as authorized by Chapter 174 of the Texas Local Government Code.

3. Captain. To qualify for each movement to a new step, each Captain must (1) have served as Captain for the months indicated, and (2) must pass a management review of his or her performance.

The increase to the step for which the employee is eligible will not be made if performance is deemed unsatisfactory.

An unsatisfactory performance review will be in writing. The Captain shall be allowed to answer in writing the unsatisfactory performance review and have the answer placed in his or her personnel file along with the Chief's review.

The Chief shall complete the performance review within 60-calendar days of the date the time in service is completed. If the Chief denies the Captain a step increase, the Captain may appeal to the City Manager in writing within 14-calendar days of receipt of the Chief's Performance review. The City Manager may grant or deny the step increase.

If a Captain is denied a step increase for unsatisfactory performance, he or she will be re-evaluated each six months after the date of the initial review until he or she obtains a satisfactory review. The Chief shall conduct a performance review and may then grant the step increase previously denied, which if granted, will not be effective prior to the date of the Chief's approval.

The management review and/or associated step increases are neither grievable nor arbitrable.

Even though there is no requirement to do the same, the City of Corpus Christi may, if sufficient funds are provided in the budget, provide for annual bonuses to be paid to Captains, based on his or her performance. No bonuses are promised or guaranteed.

**B. Health Insurance and Life Premiums.** The City shall provide health insurance coverage for Police Officers and their dependents in a preferred provider program called Public Safety Citicare (attached to and made a part of this Agreement as Appendix "D"). The parties agree to re-open negotiations no later than March 30, 2007, after the city's health insurance consultants have made their recommendations, and to make a reasonable effort to mutually agree upon a revised plan May 31, 2007. At that time the City will be able to quantify and cost the proposed new plan, including any proposed funding of health savings plan. If the parties reach agreement and amend this contract, those revisions will be included in the RFP for Health Benefit Providers, for implementation August 1, 2008. Both parties

recognize that the City is in the process of developing a modified approach to health benefits on city wide basis, and that the recommendations from the city's health insurance consultants were not available in time for consideration and negotiation when this agreement was executed. The City agrees to provide the Association with the same health insurance information used by the consultants (with the exception of information subject to privacy limitations under state or federal law, including HIPPA) to prepare their recommendations.

C. **Field Training Officer Pay.** Field Training Officer pay of \$200 per month shall be granted in addition to regular pay to all officers for extraordinary, specific duties of training and evaluating recruit officers.

D. **Education Incentive Pay.**

1. No probationary employee will be eligible for educational incentive pay until after he has successfully passed his probationary period. Specific hours obtained through participation in the Police Academy will be considered applicable toward educational incentive pay only after successful completion of at least one other academic course in the related field on the employee's own time.

2. Educational Incentive Pay will be \$1.00 per month for each semester hour satisfactorily completed provided that such hours are applicable toward a degree. Also the following monetary caps will apply: no more than \$71.00 per month will be paid without successful completion of the requirements and receipt of the Associate degree; if the employee is attending a four-year college, he may meet this requirement by filing a copy of his certified degree plan with the Director of Human Resources, noting his expressed intent to obtain a Bachelor's Degree. All approved hours above the Associate Degree will be eligible for educational pay at this rate up to an additional \$49.00 per month or a combined total of \$120.00 per month.

Successful completion of the requirements and receipt of a Bachelor's Degree will qualify the employee for \$125.00 per month.

Approved hours above the Bachelor's Degree applicable toward a Master's Degree will be eligible for educational incentive pay at the same rate up to an additional \$20.00 per month. Successful completion of the Master's Degree will qualify the employee for \$155.00 per month.

E. **Clothing and Equipment.**

1. The City shall pay 100% of the cost to provide every uniformed employee with all required initial clothing items and equipment, excluding shoes. The City shall thereafter replace or repair all said required clothing items and equipment, which are lost or damaged on the basis of 100% excluding shoes. A clothing allowance of \$900.00 per year shall be paid to all officers who are required by order of the Chief to wear civilian clothing during their regular work assignment. Employees shall receive the clothing allowance in a separate payment. Employees whose lump sum payment does not occur in August shall be paid an additional amount prorated based on the number of months remaining until their next lump sum payment is made under the new increased rate. The parties agree that the allowances provided herein reasonably approximate the amount of the expenses incurred periodically by the officers.

Such payments will be made at the beginning of the contract year, or when assigned. At such time the police officer's assignment requires that he return to a police uniform and there is a remaining portion of the 365-day period, the clothing allowance shall be prorated to the extent that it will be deducted from a future annual clothing allowance when the officer is transferred back to a duty assignment where

civilian clothes are required. If the officer is separated from the service and a prorated clothing allowance is owed, it shall be deducted from his final paycheck. For each year thereafter, the City will pay up to \$900.00 for replacement costs for those persons so authorized.

2. A uniform cleaning allowance of \$60 per month shall be provided to each officer of the department for the purpose of uniform and clothing cleaning and maintenance.

F. **Pensions.** The City shall maintain the retirement program in effect. Notwithstanding any other provisions of this agreement, in the event legislation is enacted which alters, modifies, or amends the Texas Municipal Retirement System either party, upon 30-calendar days written notice to the other party, shall have the right to reopen collective bargaining with regards to the subject(s) of such alteration(s), modification(s), or amendment(s) within 60-calendar days of the enactment of such amendment. The provisions of Article 16 shall apply to any such reopening of collective bargaining.

The City shall adopt a twenty (20) year retirement option.

The City agrees to adopt the Seventy Percent (70%) CPI annuity increase and to adopt the automatic renewal of that percentage, and the City agrees to increase the employee pension contribution rate to 6% and to maintain the city's two-to-one matching contribution rate.

G. **Classifications Compensated Under the Managerial Group Salary Schedule.** The positions of Assistant Police Chief and Police Commander shall be compensated at salary levels set forth within the Managerial salary schedule consistent with the provisions provided for the Managerial Group under Compensation Ordinance. All increases shall be made consistent with the requirements of the Managerial Plan.

Individual salary increases based on merit, performance or other, as authorized by compensation ordinance shall be permitted for these classifications, Chapter 143 notwithstanding. As to Assistant Chiefs and Commanders, all officers in the same classification are not entitled to the same base salary; this provision specifically supersedes Section 143.041.

H. **Termination Pay.** Upon termination, sick leave shall be paid to police officers according to the following schedule:

- (a) Less than 4 full years of service: zero hours
- (b) 4 full years of service: not more than 240-hours
- (c) 5 full years of service: not more than 320-hours
- (d) 6 full years of service: not more than 400-hours
- (e) 7 full years of service: not more than 480-hours
- (f) 8 full years of service: not more than 560-hours
- (g) 9 full years of service: not more than 640-hours
- (h) 10 or more full years of service: not more than 720-hours
- (i) 20 or more full years of service: not more than 960-hours
- (j) 25 or more full years of service: not more than 1,440-hours

Effective upon execution of the Agreement, the first 720 hours of such sick leave credit shall be paid at the rate of pay determined in accordance with the statutory calculation under Section 143.045. The remaining balance, if any, shall be paid at the rate of pay including only base pay plus longevity.

I. **Longevity Pay.** Longevity pay shall be \$6.00 per month for each complete year of service up to a maximum of 10 years of service. Thereafter, for each additional year of service, longevity pay shall be \$4.00 per month for each year up to a maximum of 25 years of service.

J. **Bomb Squad Pay.** Employees assigned to the bomb squad shall receive extra pay for such hazardous duty in the amount of \$75.00 per month.

K. **Breathalyzer Certification Pay.** All employees currently certified as Breathalyzer operators shall receive extra pay in the amount of \$30.00 per month.

**Excused Absences:**

1. Vacation or leave of absence during the entire time the range is open for that month.
2. Illness or injury leave during the entire time the range is open for the month.
3. Failure of the City to provide time for attendance during the officer's shift for officers whose shift assignment is not completely outside the hours when the range is open.

L. **Weekend Pay.** Each officer who reports to work for a shift, which commences, between 10:00 p.m. on Friday and 9:59 p.m. on Saturday shall receive \$25.00 per month; each officer who reports to work for a shift which commences between 10:00 p.m. on Saturday and 9:59 p.m. on Sunday shall receive \$25.00 per month. Effective February 1, 2007 the amount shall be increased to \$50.00 each.

M. **Shift Differential Pay.** Each officer who reports to work for his regularly scheduled shift which ends between 6:00 p.m. and 12:00 Midnight shall receive \$25.00 per month; each officer who reports to work for his regularly scheduled shift which ends between 12:01 a.m. and 8:00 a.m. shall receive \$50.00 per month. Effective February 1, 2007 the amount shall be increased to \$50.00 and \$75.00.

N. **Shift Changes.** If, as the result of a change in shift or assignment, any officer loses Weekend and/or Shift Differential Pay, which he was receiving prior to such change, the loss of such additional pay shall not be grievable under the grievance procedure established in this contract.

O. **Dog Handler Pay.** Any Officer who is charged with the responsibility for and is assigned a dog by the Corpus Christi Police Department to be used in law enforcement functions shall be compensated at the rate of \$170.00 per month and one hour of overtime pay on days off, including vacation time, sick leave, compensatory time and personal leave. The parties agree that an accurate computation of hours of work caring for a police dog is difficult or impossible to determine and that the compensation provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. If a police dog is retired (taken out of service by the city) the Chief of Police shall award the police dog to the officer if the officer so desires. The City shall have no further obligation for the care, maintenance and support of the police dog.

P. **SWAT Team Pay.** Any Officer who is selected and serves as a member of the Special Weapons and Tactics Team (SWAT) for the Corpus Christi Police Department shall be compensated at the rate of \$75.00 per month.

**Q. Hostage Negotiation Team Pay.** Any Officer who is selected and serves as a member of the Hostage Negotiation Team for the Corpus Christi Police Department shall be compensated at the rate of \$50.00 per month.

**R. Dive Team.** Any officer who is selected and serves as a member of the Dive Team for the Corpus Christi Police Department shall be compensated at the rate of \$75.00 per month.

**S. Badges.** Upon retirement the employee shall be permitted to keep their badge at no cost to the employee. Upon promotion the employee shall be permitted to keep any badge they have purchased.

## **ARTICLE 11 - LEAVE**

### **A. Holidays**

1. Each employee shall receive the following 7-holidays during each fiscal year:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	One holiday to be determined by City
Labor Day	

2. Holiday time shall be added to vacation time.

3. The Chief may determine whether holidays are taken on the calendar date or the City designated holiday date, taking into consideration the assignments and work schedules of the various divisions. Unless otherwise specified by the Chief, each of the listed holidays shall be observed on the calendar day on which it falls.

4. Any employee who for any reason is absent without pay on a workday immediately preceding or following a holiday or on the holiday shall not be paid for the holiday unless worked, in which case he shall be paid only at his regular rate of pay.

5. Police officers shall be credited with 8-hours if employee is assigned to an 8-hour shift or 10-hours if employee is assigned to a 10-hour shift for holiday leave with pay for each of the above holidays during the period of the calendar year the officer worked.

### **B. Vacations.**

1. Police officers shall be entitled to 120-hours vacation a year, which shall accrue on the basis of 26 biweekly pay periods a year. Police officers beginning their 16<sup>th</sup> year of continuous service shall begin to accrue 144 hours of vacation a year which shall accrue on the basis of 26 biweekly pay periods a year. Police officers beginning their 21<sup>st</sup> year of continuous service shall begin to accrue 168 hours of vacation a year, which shall accrue on the basis of 26 biweekly pay periods a year. Police officers beginning 26<sup>th</sup> year of continuous service shall begin to accrue 200 hours of vacation a year, which shall accrue on the basis of 26 biweekly pay periods a year. After 30 years of continuous service, police officers shall accrue 240 hours a year, which shall accrue on the basis of 26 biweekly pay periods a year. For police officers scheduled to work 40-hours a week, 8 working hours per day shall be counted as used for vacation purposes.

2. When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority by work unit to the extent that such scheduling will not interfere with City operations. Work units shall be defined by the City.

3. All employees hired after October 16, 1998, shall be allowed to accrue unlimited vacation leave hours (includes holiday leave hours), but upon retirement, resignation or termination the employee shall not be paid in excess of 480-hours. All employees hired on or before October 16, 1998, shall be allowed to accrue unlimited vacation leave hours (includes holiday leave hours), but upon retirement, resignation or termination the employee shall not be paid for accrued hours in excess of a cap of 720-hours plus an amount equal to the accrued hours the employee had on the books as of October 16, 1998. The City shall notify each employee as to what their accrued vacation leave bank was as of October 16, 1998.

(For example, a current employee had 500-hours of accrued leave on the books as of October 16, 1998. Upon retirement, resignation or termination the employee had 1800-hours of accrued leave. The City shall pay the employee for 1,220-hours - includes the 720-hour cap plus the 500-hours for that employee as established on October 16, 1998. If upon retirement, resignation or termination, the employee had 650-hours of accrued leave, the City shall pay the employee only for 650-hours.)

C. **Personal Leave.**

Employees are entitled to 40-hours of personal leave. Personal leave is not accruable and will be lost if not used within the particular FY received.

D. **Military Leave.** Any permanent employee who presents official orders requiring his attendance for a period of training or other active duty as a member of the United States Armed Forces, the Texas State Reserve Corps, or the Texas State Guard shall be entitled to military leave with pay for a period or periods not exceeding a total of 120-hours in any one calendar year. Any permanent employee who leaves his position for the purpose of entering the Armed Forces of the United States, or enters State service as a member of the Texas National Guard or Texas State Guard or as a member of the reserve components of the Armed Forces of the United States shall, if discharged, separated or released from such active military service under honorable conditions be restored to employment in the same position as held at the time of induction, enlistment, or order to active Federal or State military duty or service if still physically and mentally qualified to perform the duties of such position. In order to qualify for re-employment, the employee must make written application for re-employment, within 90-calendar days after discharge or release from active Federal or State military service, to the head of the department in which he was employed prior to entering such military service. The Civil Service Commission shall adopt a promotional process in compliance with state and federal law for eligible officers on active duty military assignment.

E. **Special Leave.**

1. In addition to leaves authorized above, the Chief may authorize an employee to be absent without pay for personal reasons for periods not to exceed 240-hours. Leaves without pay in excess of 240-hours and not exceeding 365-days shall require approval of the City Manager.

2. The City Manager may authorize special leaves of absence with pay for any period or periods not to exceed 365-days for the following purposes: Attendance at college, university, or business school for the purpose of training in subjects relating to the work of the employee and which will benefit

the employee and the City service, serving on a jury or attending a court as a witness; and for purposes other than the above that are deemed beneficial to the City service.

3. The City Council, upon the recommendation of the City Manager, may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

F. **Line of Duty Injury or Illness.** No sick leave shall be charged for an injury or illness sustained in the line of duty. Employees shall be paid injury leave in an amount not to exceed their regular salary as provided by the State law for injuries occurring while in the course of employment. The use of accrued sick leave may be granted to any officer at the discretion of the Chief for job related illnesses or injuries after injury leave has been exhausted. Line of duty illness shall be defined as an illness, which has been directly and substantially caused by the duties of the position. In the event the Chief denies a request pursuant to this section, the officer may appeal such denial in writing within 14-calendar days to the City Manager. The City Manager shall render a decision on the appeal in writing within 14-calendar days of receipt of the appeal. The determination of the City Manager shall be final and binding on the parties and shall not be subject to appeal to a grievance, arbitration or any other body.

G. **Administrative Leave.** Assistant Chiefs and Commanders may receive administrative leave time for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief, subject to scheduling and manpower contingencies that may arise. Said administrative leave time shall, in no event, exceed that amount of time that Assistant Chiefs and Commanders have accumulated in excess of their regularly scheduled work.

H. **Leave Buy-Back.** Effective August 1, 1999, each employee may elect to sell back to the City 2-hours of vacation leave for every hour of vacation leave used during the fiscal year not to exceed 80-hours per fiscal year. Selling vacation leave hours to the City under this provision shall be in lieu of any other option to vacation days under this Agreement or any other City policy or practice. The City shall distribute funds in cash or as contribution to deferred compensation or as otherwise directed by the employee. Any costs incurred for the transfer of funds for distributions other than direct payment to the employee shall be the responsibility of the employee. The employee shall be required to give notification of the vacation leave sell back on or before December 1 and June 1 of each year.

I. **Sick Leave and Pool.** Each police officer shall accumulate 120-hours of sick leave with pay per calendar year. The sick leave pool will have a maximum balance of 8,000-hours. When the total number of sick leave pool hours drop below 3,200-hours, 8-hours of sick leave with pay for each officer shall become part of the sick leave pool, until the pool reaches its 8,000-hour limit, and any remaining hours shall continue to be credited to the individual officer. If an employee does not have 8-hours of accrued sick leave, the employee shall be debited 8-hours from compensatory time or vacation leave days, in that order. Upon completion of probation, each officer shall have 8-hours of sick leave credited to the pool. No officer shall be eligible to draw sick leave pool hours until 8-hours of his sick leave hours is credited to the pool. The following requirements determine when sick leave pool hours may be drawn:

1. Officers with four (4) years or less service may use pool hours after 80-hours of continuous non-job related illness or injury. The first 80-hours shall be charged to the officer's accumulated sick leave or vacation leave or, if personal sick leave has been exhausted, to dock time.

2. All other officers may use pool hours after 80-hours of continuous non-job related illness or injury. Provided, however, in addition, before being entitled to use hours, such an officer must first use

all his accumulated personal sick leave in excess of the amount payable upon termination. Pool days may only be used for disability, which is defined as non-job related injury or illness, which incapacitates an officer.

3. No officer shall be permitted to use more than 1,440 pool hours for a single illness or injury.

4. Pool hours may not be used for injuries or illnesses sustained in the line of duty. Injuries or illnesses sustained in the line of duty shall be compensated entirely under the terms of Article 11 (Section F) of this Agreement relating to "Line of Duty Injury or Illness."

5. The number of hours in the pool shall be solely for the benefit of officers with extended injuries or illnesses, and such hours shall not revert to the accumulated sick leave of individual employees.

6. Pool time may only be used for disability, which is defined as a non-job related injury or illness, which prevents an officer from fully performing assigned duties in all major divisions of the department.

7. Treatment for alcoholism, drug related problems and mental illness is not normally considered eligible for the pool. However, in a case where the employee is being treated for the first time for an alcohol, drug-related problem or mental illness and is certified by a physician or psychiatrist as requiring confinement in order to be treated and cured, use of the pool may be approved. Provided the employee is eligible time-wise, up to 40-days may be charged against the pool in such case. Need for repeated treatments to cure alcoholism, drug related problems, or mental illness will not be considered as being eligible for the pool.

J. **Other Leave Time Policies.** The City shall maintain all other leave time policies affecting police officers currently in effect and not otherwise altered by provisions of this contract.

K. **Bereavement Leave.** Upon the employee's request due to the death of an immediate family member, three (3) duty days of bereavement leave shall be granted. Immediate family members shall include the employee's parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, and sisters-in-law, employee's or spouse's grandparents and grandchild.

L. **Funeral Benefit.** The City Manager shall approve up to \$16,000 documented funeral expenses for employees who lose their lives in the course and scope of employment.

## ARTICLE 12 - PERSONNEL PRACTICES

A. **Interchangeable Use of Police Officers and Senior Police Officers.** Senior Police Officers and Police Officers may be freely utilized interchangeably in positions presently staffed by either classification in the various divisions with the following exceptions where only Senior Police Officers may be permanently assigned:

1. Criminal Investigation Division
2. Field Training Officer
3. Division of Professional Standards
4. Special Services Division

5. Organized Crime Unit, and
6. Training Division

In the event of exigent circumstances, the Chief of Police may assign an employee from the rank of police officer to work in one of the Senior Police Officer only positions for a period not to exceed 90-calendar days during a calendar year. This period may be extended for one additional 90-calendar day period.

**B. Disability.**

1. A disability shall be defined as a physical injury or illness which prevents an officer from fully performing assigned duties in all major divisions of the Department.

2. A permanent disability shall be defined as an injury or illness which disables an officer to the extent that it cannot be said in reasonable medical probability that the officer will be able to return to full duties within one calendar year.

3. The Chief may at any time require a medical examination to determine if an officer is permanently disabled. When it is determined that an officer is permanently disabled, the Chief shall be entitled to terminate or retire the officer, whichever is applicable. In the event the Chief determines, after consultation with the City Physician, that the officer is permanently unable to perform his or her job duties, he may institute immediate termination or retirement if applicable. An officer may call for further examination by a board of three (3) physicians. One such physician shall be appointed by the City, one by the officer and the third by agreement of said physicians. The officer and the City shall pay their own appointed physicians and the parties shall share equally in the cost of the third physician. The majority finding of the three (3) physicians as to whether a permanent disability exists shall be final and non-appealable.

4. Upon termination or retirement for permanent disability, the officer shall be entitled to a lump sum payment for all his accumulated personal sick leave, but shall not be entitled to use or be compensated for any pool hours.

5. Upon any employee's being absent from duty for 90-working days as a result of a single illness or injury, the Chief shall immediately require the employee to submit to a medical examination to determine whether the employee is permanently disabled, such determination to be made in accordance with the procedures in the preceding paragraph.

6. An officer who has previously been declared permanently disabled may be eligible for re-appointment to the service by the Chief upon certification by the City Physician that he or she recovered from the disability and is able to perform full duties. Provided, however, after two years from the date of such disability the employee shall no longer be eligible for re-appointment. In the event the Chief denies a request for reappointment pursuant to this section, the officer may appeal such denial in writing within 14-calendar days to the City Manager. The City Manager shall render a decision on the appeal in writing within 14-calendar days of receipt of the appeal. The determination of the City Manager shall be final and binding on the parties and shall not be subject to appeal to a grievance, arbitration or any other body.

**C. Civil Service Internal Investigations.** The Civil Service Commission shall not conduct investigations of internal affairs within the Police Department. The term "investigation" means investigations of alleged misconduct of one or more police officers by the internal investigation unit of

the Police Department. It is agreed that such internal investigations shall be the duty and responsibility of the Chief of Police. This specific alteration of Chapter 143 is authorized by Chapter 174.

D. **Civil Service Commission Records.** All rules, opinions, directives, decisions, and orders issued by the Civil Service Commission shall be preserved in written minutes. Such actions need not be copied verbatim in the minutes; it shall be sufficient to accurately summarize such actions. The Chairman or, in his absence, the Vice-Chairman of the Commission shall sign the minutes; the signatures of the concurring members on any action shall not be required. The Commission may, if it desires, cause any rules, decisions, directives, or orders to be reduced to writing, apart from the minutes. All such written records of the Commission shall be public records.

E. **Notice of Shift Change.** The Chief of Police shall post the monthly shift change schedule at least 48-hours prior to the beginning of said shift change. This requirement shall not limit the right of the Chief of Police to reassign employees on short notice to other shifts, based upon scheduling and manpower contingencies that may arise.

Recognizing that shift changes, transfers and job assignments may require the assessment of a number of factors, the Chief of Police maintains the right to make all shift changes, transfers and job assignments in accordance with its determination of what is in the best interest of the Department. 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 bulletin boards in the form of a staff memorandum or e-mailed to all employees. The Chief of Police shall make a reasonable effort to assure that all eligible employees under his 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 decision on the filling of any job vacancy.

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 within 30-calendar days of the complaint being filed.

Although not subject to the grievance procedure, should the Association feel that there has been a misapplication of this provision in regards to the policy or process on shift changes, transfers or job assignments, the Association may file an informational complaint with the Chief of Police. The Chief of Police shall meet personally with the Association and respond in writing to all Association informational complaints within 30-calendar days of the complaint being filed.

F. **Wearing of Uniform on Off-Duty Security Jobs.** An "off-duty security job" shall be defined as off-duty employment, the primary purpose of which is to utilize, or to potentially utilize, the training and police powers of the Corpus Christi police officer. The Chief may at his discretion, require a police officer working an off-duty security job to wear a police uniform during his first year of

employment. After the first year of employment, the Chief may require a police officer working an off-duty security job to wear a police uniform where the circumstances clearly demonstrate that by said officer's failure to wear a uniform, he would present a danger to the public, the secondary employer, and the efficiency of the Police Department. The criteria that the Chief shall consider in determining whether or not a danger exists includes:

1. The secondary job assignment;
2. The officer's personnel evaluations and experience;
3. The officer's prior disciplinary record; and
4. The presence or absence of commendations and awards.

G. **Entrance Examinations.** Entrance examinations may be administered at any time to qualified groups or individual applicants. Names placed on the eligibility list for entrance appointments shall remain on that list for 365-calendar days from the date of the written examination. The eligibility list shall exist continually as names are added and deleted. No applicant shall be permitted to take an entrance exam more than once during a 365-calendar day period. The oral interview shall be graded and such grade shall be computed into the final score.

H. **Alternate Hiring Process.**

(a) The City and the Association shall make a good faith effort to develop an alternate hiring process to be entered into between the City and other Texas cities providing for lateral transfer of officers from one city to another without restricting a transferred officer to entry-level rank. Any such agreement may be made by the Police Chief subject to approval of the Association's Executive Board, and shall be written and signed by the Chief of Police and no less than three (3) members of the Executive Board.

(b) The Chief, without regard to the existence of or requirement for any eligibility list for beginning positions in the Department, may appoint applicants to beginning positions in accordance with this alternate hiring process. Each applicant must (1) have a current TCLEOSE peace officer intermediate certification; (2) be employed or have been employed for at least 3 continuous years as police officer by an incorporated Texas city, as a deputy sheriff in any Texas County of at least 120,000 population according to the most recent U.S. Census, or by the Texas Department of Public Safety; and (3) actively worked as such within the 365-calendar day period preceding his application.

(c) Each applicant must successfully complete entry requirements, including a medical examination, a physical fitness examination, a written proficiency examination to identify writing skills and knowledge of Texas law, a background investigation (to include a polygraph), a drug test, a psychological examination, a panel interview (panel to be appointed by the Chief) and any other current eligibility requirements deemed appropriate by the Chief.

(d) Applicants who are appointed must successfully complete an academy specifically designed for applicants who are hired in accordance with this alternate hiring process. The Chief, in his sole discretion, may deny the application of any applicant at any time. Such decision shall not be appealed to arbitration, to the Commission or to any Court and shall not be subject to the grievance procedure in this contract.

(e) The beginning salary of officers appointed under this alternate hiring process shall be equal to the 30-month Police Officer salary. These officers shall become eligible to take the Senior Police Officer exam 30-months after appointment. These officers shall be treated as new employees for all other purposes, including seniority, benefits and eligibility for promotion.

(f) Officers hired under this alternate hiring process shall serve a 180-calendar day probationary period beginning with completion of the academy and may be discharged during this period at the discretion of the Chief, without appeal to arbitration, to the Commission or to any Court and shall not be subject to the grievance procedure in this contract.

(g) The Association, recognizing the City's need for flexibility in the hiring process, hereby agrees to the deviations from Chapter 143 hiring procedures and this Article supersedes them.

#### I. **Reinstatement**

The Chief, at his sole discretion, may rehire police officers who terminate their employment with the City of Corpus Christi and request in writing to be reinstated within 18-months. The rehired officer shall be required to enter at the rank of police officer regardless of the rank they held when they terminated their employment. The rehired officer shall be allowed to retain all seniority they held prior to terminating their employment, however, the rehired officer must wait 18 months to be eligible to take the senior officer examination. If rehired, the officer shall not be required to take the civil service entrance examination or to re-enter the basic academy. For example, a rehired officer who had five years of seniority when they terminated their employment would be rehired at PO7 at the 42-month pay step. When a rehired (reinstated) officer passes the senior officer examination, he or she shall retain all seniority he or she had as a senior officer prior to terminating their employment. For example, if an officer had 5 years of service in the rank of senior officer when he or she terminated their employment, the officer shall be credited with 5 years of seniority as a senior officer when they pass the senior officer examination after being rehired (reinstated), and shall be paid as a 5-year senior officer. However, a rehired (reinstated) officer who makes senior officer again shall serve for a period of two continuous years before being eligible to take the lieutenant's examination. The Chief shall have the right to require a rehired officer to successfully complete a designated course of in-service training and to impose a 180-day probationary period from the date of rehire during which the officer may be discharged at the discretion of the Chief without appeal to arbitration, to the Commission, or to any court and shall not be subject to the grievance procedure in this agreement.

J. **Mandatory Random Drug Testing.** The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. Thirty percent (30%) of police officers of all ranks shall be mandatory random drug tested during each calendar year on a fair and impartial statistical basis as provided in the Police Department's Drug and Alcohol Policy. The fair and impartial statistical basis (in which each police officer has an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon being selected by the computer. The City shall notify the officer as to whether the test was post-accident, random or based upon reasonable suspicion.

For the purposes of this section:

A. “drug testing” shall be defined as the compulsory production and submission of urine by an officer for chemical analysis to detect the presence of prohibited drug usage.

B. “random drug testing” shall mean drug testing of individuals selected by the method described in the prior paragraph.

C. “reasonable suspicion” shall be defined as a judgment/conclusion that a person is unable to safely and/or effectively perform their duties due to the suspected influence of drugs, alcohol, or inhalants. Reasonable suspicion is based on specific, observable facts that an officer may be under the influence of drugs, alcohol, or inhalants. Reasonable suspicion testing is not limited by this article, except to the extent that any urine testing utilized shall be in accordance with the lab testing protocol below. Reasonable suspicion testing may involve urine or blood as determined under existing legal standards.

An employee’s mandatory random drug test results and related collection and diagnostic information shall be disclosed to the City to administer and enforce the Police Department’s Alcohol and Drug Policy and this Collective Bargaining Agreement. The City and the Association otherwise regard an employee’s mandatory random drug test results and related collection and diagnostic information as confidential.

The City and the Association have a mutual interest in ensuring that drug impaired employees do not perform law enforcement duties. The City and the Association agree that the purpose of the mandatory random drug testing is not to punish an employee who has not violated the Police Department’s Drug and Alcohol Policy. The City and the Association are committed to the principal that the mandatory random drug testing for employees is designed and will be administered to result in disciplinary action only against those officers who have violated the Police Department’s Drug and Alcohol Policy.

The City has developed a Police Department’s Drug and Alcohol Policy with procedures and protocols, which follow the requirements of SAMHSA/CAP FUDTP. The section of the Police Department’s Drug and Alcohol Policy dealing with mandatory random drug testing and the consequences thereof is subject to amendment by the City only as the City determines necessary to follow the requirements of SAMHSA/CAP FUDTP. A grievance regarding the application, interpretation or enforcement of the language in this section is subject to mandatory arbitration. The sample for testing shall be a split sample. The collector shall inform the officer of the size of the required sample, and shall use a chain of custody process to split, label and send the sample, which shall be forwarded on the same day as the sample is taken. The City shall require any laboratory selected for collecting samples, to conduct a background investigation on those laboratory personnel involved in the collecting or handling an unsealed sample. The City is permitted to and does utilize a different lab for steroid testing. In addition, the City shall require any laboratory selected for collecting samples to use only employees who have not been arrested by members of the Corpus Christi Police Department or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in the collecting or handling of an unsealed sample collected from a Corpus Christ Police Officer. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples has failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in a positive test result. The burden of showing that a background investigation was not conducted shall be on the party seeking to have the test results excluded from the administrative hearing. The City shall use only a SAMHSA/CAP FUDTP certified laboratory for mandatory random drug testing and shall require that such laboratory comply with the requirements of SAMHSA/CAP FUDTP. The results of the test or tests shall be sent by the laboratory to the Medical Review Officer via express mail service. The MRO may act separately on test results from

each lab. The City shall allow the Association input into the Request For Proposal (RFP) on the selection of the Medical Review Officer. The test shall be a Police Department ten (10) panel test as set out in the Police Department's Drug and Alcohol Policy. The specimens collected for testing shall be maintained in a secured area until picked up by the courier. The City shall use only a Medical Review Officer (MRO) for the City of Corpus Christi who is a licensed physician and who is certified as a Medical Review Officer by the American Association of Medical Review Officers.

Nothing in this article shall be construed to abolish the existing authority and practice of the City to conduct drug test for:

1. Pre-employment
2. Pre-assignment for Vice, Narcotics, Organized Crime or Emergency Reaction Units or as a dispatcher or clerk in the Communications Division or as a Bomb Technician or as a member of the Peer Support team
3. Reasonable suspicion
4. On return to duty after an absence of 30-calendar days or more
5. Post - accident
6. Post - firearm discharge

Such test will be conducted under the same laboratory processes and protocols as mandatory random testing.

K. **Layoffs, Recalls and Reductions in Force.** Layoffs, recalls and reductions in force shall be pursuant to Section 143.085.

## **ARTICLE 13 - PROMOTIONS**

A. **Posting and Administration of Promotional Examinations.** A listing of materials from which promotional examination questions are taken shall be posted annually each January for examinations administered within the 365-calendar day period beginning the following April. The City shall post the date of the examination and a listing of the above materials no later than 60-calendar days prior to an affected examination.

Study materials will be available at least 60-calendar days prior to an examination. No competitor for an exam may receive from an authorized or unauthorized person any part of a promotional examination for unfair personal gain or advantage.

With respect to vacancies in the ranks of Lieutenant and Captain, where no current eligibility roster exists, the City shall have 120-calendar days from the date of vacancy to complete the administration of written and Assessment Center examinations and post an eligibility roster. The Chief shall have 30-calendar days from the posting of a Lieutenant or Captain eligibility roster to review the candidates and select an appointee, even if posting should for some reason occur more than 120-calendar days from the date of vacancy. For the purposes of this agreement, the term "vacancy" shall occur whenever no person holds the position or a person previously holding the position is permanently disqualified from maintaining the position. A vacancy does not occur during the pendency of a person's appeal of a suspension, indefinite suspension or demotion.

**B. Promotional Examination Corrections.** The Civil Service Director shall have authority to recommend to the Civil Service Commission changes to entrance, or promotional examination questions where clerical errors in compiling the test questions have been discovered or where a question arises as to general accuracy.

**C. Senior Police Officer's Proficiency Examination.** Permanent police officers on the effective date of this Agreement who have 30 months of service in the Corpus Christi Police Department after commissioning as a police officer and possesses either an Intermediate Certificate from TCLEOSE or at least 60-hours of college credit from an accredited college or university shall be eligible to take an individual pass-fail written proficiency examination to qualify for immediate advancement to the rank of Senior Officer. Proficiency examinations shall be administered on a semi-annual basis. One test shall be given within one-month of each academy becoming eligible. If only one academy is eligible in any given year, the second test shall be given within six-months of the last test if there are any eligible officers. Officers shall advance only after successfully passing the examination by correctly answering at least 70% of all questions provided in the test. The results of the proficiency test with, the exception of fraud, shall not be appealable to the Civil Service Commission or arbitration.

Probationary police officers as of the effective date of this Agreement and police officers employed after the effective date of this Agreement who have 60-months of service in the Corpus Christi Police Department after commissioning as a police officer and possess either an Intermediate Certificate from TCLEOSE or at least 60-hours of college credit from an accredited college or university shall be eligible to take an individual pass-fail written proficiency examination to qualify for immediate advancement to the rank of Senior Officer. Proficiency examinations shall be administered on a semi-annual basis. One test shall be given within one-month of each academy becoming eligible. If only one academy is eligible in any given year, the second test shall be given within six-months of the last test if there are any eligible officers. Officers shall advance only after successfully passing the examination by correctly answering at least 70% of all questions provided in the test. The results of the proficiency test, with the exception of fraud, shall not be appealable to the Civil Service Commission.

**D. After Acquired Educational Requirement for Lieutenants Promoted to Captain.** Lieutenants promoted to Captain after the effective date of the Agreement who do not have a bachelor's degree from an accredited college or university shall be required to obtain a bachelor's degree from an accredited college or university within 48 calendar months of their promotion. This section does not apply to employees promoted to Captain prior to the effective date of this Agreement. An employee who fails to obtain the required bachelor's degree shall be demoted to Lieutenant. An employee so demoted shall have no right to prior notice, a statement of charges, or to file a grievance or to appeal the demotion, and the Commission shall have no jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion. Upon demotion from the Captain classification, an employee shall

resume the competitive classification of Lieutenant from which he was promoted and his salary shall be in accordance with said competitive classification with service time credited as continuous time in that competitive classification and with his salary increases to which he would have been automatically entitled had he continuously remained in said competitive classification. When an employee is demoted, the demoted employee shall not “bump” another employee who is in the competitive rank of Lieutenant.

E. **Appointment of Assistant Chiefs and Commanders.** All promotions to the classifications of Assistant Chief or Police Commander shall be exempt from competitive examinations and instead shall be made by appointment by the Chief. The appointment shall be within the discretion of the Chief, provided that the Chief shall promote the employees from the classifications specified elsewhere in this agreement. Captains appointed to Commander after May 1, 2003, who do not have a bachelor’s degree from an accredited college or university shall be required to obtain a bachelor’s degree from an accredited college or university within 48-calendar months of appointment by the Chief. Lieutenants appointed to Commander after the effective date of this Agreement who do not have a bachelor’s degree from an accredited college or university shall be required to obtain a bachelor’s degree from an accredited college or university within 48-calendar months of appointment by the Chief. Persons who fail to obtain the required bachelor’s degree shall be removed from the appointed position by the Chief. Captains or Commanders appointed to Assistant Chief after May 1, 2003, who do not have a master’s degree from an accredited college or university shall be required to obtain a master’s degree from an accredited college or university within 60-calendar months of appointment by the Chief. Captains or Commanders appointed to Assistant Chief after July 31, 2005 who do not have a master’s degree from an accredited college or university shall be required to obtain a master’s degree from an accredited college or university within 48-calendar months of appointment by the Chief. Lieutenants appointed to Assistant Chief after the effective date of this Agreement who do not have a master’s degree from an accredited college or university shall be required to obtain a master’s degree from an accredited college or university within 48-calendar months of appointment by the Chief. Persons who fail to obtain the required master’s degree shall be removed from the appointed position by the Chief. Employees appointed to the positions of Assistant Chief or Police Commander under the provisions set out herein may be demoted from said position at the discretion of the Chief. An employee so demoted shall have no right to prior notice, a statement of charges, or to file a grievance or to appeal the demotion, and the Commission shall have no jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion. Upon demotion from such an appointed classification, an employee shall resume the competitive classification from which he was appointed and his salary shall be in accordance with said competitive classification with service time credited as continuous time in that competitive classification and with all salary increases to which he would have been automatically entitled had he continuously remained in said competitive classification. When an employee is demoted in rank from an appointed classification due to a reduction in force, the demoted employee shall not “bump” another employee who is in a competitive rank.

F. **Probationary Period for Lieutenants and Captains.** Employees promoted to the rank of Lieutenant or Captain may be demoted at the discretion of the Chief, without appeal to the Commission at any time during the 365-calendar day period subsequent to being so promoted. An employee so demoted shall have no right to prior notice, a statement of charges, or to file a grievance or to appeal the demotion, and the Commission shall have no jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion.

G. **Filling Vacancies Below Commander.** Upon written request by the Police Chief for a person to fill a vacancy in any classification below the rank of Commander, the Commission shall certify to the Police Chief the names of the 3-persons on the eligibility list having the highest grades for the position to be filled, and the Police Chief may select any one of the three (3) persons so certified. The

Police Chief need not state in writing his reason for selection or rejection of any of the three (3) persons certified by the Commission. In the event a person rejected desires to appeal the action of the Police Chief, such appeal shall be to an arbitrator selected as specified in paragraph F of Article 7, and there shall be no appeal to the Civil Service Commission. The person rejected who desires to appeal the action of the Police Chief is charged with the burden of proof of showing that the rejection was for some reason other than the officer's ability to perform at the higher rank. The arbitrator may overturn the decision of the Chief. The question of rejection on the part of the Police Chief shall be determined by the arbitrator. To the extent this paragraph alters any provision of Chapter 143, Chapter 143 is so altered, and it is mutually so agreed.

H. **Eligibility for Promotion.** The following minimum rank and service shall be required of all officers prior to participating in any part of the promotional procedure as set forth in this contract.

<b>Classification</b>	<b>Months/Years Continuous Service Required</b>	<b>Other Requirements</b>	<b>Promotional Classification</b>
(1) Police Officer	Police Officers in Class 61 who were on probation on or before May 1, 2003, are required to have 45 months prior to exam (with requisite probation) and an Intermediate certificate or 60-hours of college or an Associate's Degree. No back pay is afforded these officers. Permanent Police Officers employed after May 1, 2003 are required to have 60 months prior to exam (with requisite probation) and an Intermediate certificate or 60-hours of college or an Associate's Degree.	Written Proficiency	Senior Police Officer
(2) Senior Police Officer	24-months of service in rank immediately prior to exam and an Intermediate certificate or 60-hours of college or an Associate's Degree.	Promotional Exam	Lieutenant
(3) Lieutenant	2 years service in rank immediately prior to exam and a Bachelor's Degree within 48-months of appointment to Captain.	Promotional Exam	Captain
(4) Lieutenant or Captain	2 years service in rank immediately prior to appointment and a Bachelor's Degree within 48-months of appointment as Commander.		Commander
(5) Lieutenant or Captain or Commander	4 years service in rank immediately prior to appointment and a Master's Degree within 48-months of appointment as Assistant Chief.	A total of 10 years seniority in the Department	Assistant Chief

I. **Promotional Procedures.** The promotional examination procedure for the classification of Lieutenant and Captain shall consist of 2 parts as follows:

1. **Written Examination** - Shall consist of: Questions relating to the specific duties of the position to be filled. The written examination shall have no specific failing score but will provide a ranking of participants from high to low score. In the event that written examination scores are the same, the earliest time for submitting the examination form to the test administrator for grading shall determine respective standing. Only the highest 10-scorers from the Captain's written examination shall be allowed to continue on to the next phase of the examination process. Only the highest 15-scorers from the Lieutenant's written examination shall be allowed to continue on to the next phase of the examination process (Assessment Center).

The City will engage an independent consultant firm to professionally develop the written examination questions after consultation with the Human Resources Department. Such firm shall deliver the examination questions in a sealed and secured manner confidentially to the Human Resources Department, which will maintain them confidential, in a safe and secure manner. Under no circumstances shall the examination questions be taken out from under the confidential supervision and control of the Human Resources Department. If any of the eligible 10 candidates for Captains or the eligible 15 candidates for Lieutenant has an indefinite suspension on appeal the City may add an additional candidate for each such pending appeal to the Assessment Candidate Pool.

2. **Assessment Center Examination** - Shall consist of: Six (6) certified police officers from outside the Police Department holding comparable or higher positions in a Police Department operating in a city of 100,000 or more population shall be selected to serve as assessors. All Assessors may be chosen by the Association and must have received authorization to participate by his/her respective Department. One of the six (6) assessors may be chosen from out of state. The Chief shall have the right to review the list of assessors and may strike no more than three (3) names from the list. If the Chief exercises the right to strike, he must provide a replacement(s) within 5-calendar days of reviewing the list. The identification of the assessors shall be kept confidential. The Association President or Designee who develops the assessor list must not be a candidate for the promotional exam for which the list of assessors has been developed.

The assessment center examination date(s) will be posted on the same day the written test announcement is posted. On the day or days of the promotional assessment center the candidates may participate in the assessment process in lieu of duty. Assessors shall be trained in the methods to be used in administering the test for a minimum of eight (8) hours. All candidates will be given the opportunity to attend a classroom orientation period concerning the assessment center process. The orientation will include general information concerning the exercises they will be taking during the assessment process. The independent consultant shall develop at least three exercises which he/she determines adequately assesses measurable dimensions of the job analysis.

Feedback shall be provided to each candidate in a "feedback" session by the assessment center coordinators. The purpose of this session will be to provide each candidate with his/her score, what areas he/she excelled in, what areas he/she did poorly in, and what they might do to improve their performance in the future. The scores of the assessment center shall count 60% of the combined score and the written examination scores shall count 40% of the combined scores to determine the final ranking when one-point for each year of service is added up to a total of 10-points maximum.

J. **Eligibility List**. Within 48-hours of the completion, excluding weekends and holidays, of the Assessment Center Examination, an eligibility list shall be prepared and posted with the respective ranking of all applicants based on the following weights:

(1) Written Examination	40%
(2) Assessment Center Examination	60%
	100%

**Points on Lieutenant’s Examination**

1 point for each year of service as a commissioned officer with the department up to a maximum of 10 points	10 points
	110 Maximum Points

**Points on Captain’s Examination**

1 point for each year in rank up to a maximum of 5 points	5 points
	105 Maximum Points

The results of the Assessment Center shall be binding for 365-calendar days and with the exception of fraud, shall not be appealable to the Civil Service Commission or arbitration.

K. **Grievances and Suits claiming a right to promotion** - Any grievance or suit, known or unknown, claiming a right to promotion shall be filed in compliance with this Agreement no later than 20 calendar days after the expiration of the eligibility list which is the subject of such grievance or suit. In the event of an award by an arbitrator or court in such a proceeding, no other person with a ranking on any previously expired eligibility list pertaining to any rank, at the time of such judgment or award, shall ever be entitled to promotion, back pay, enhanced seniority, or any other relief.

L. **Chapter 143 Applicability** - Chapter 143 Applicability. No Portion of Chapter 143 is applicable to the promotional process for assistant Chief, commander, captain or lieutenant with the exception of Sections 143.032(h) (i), and 143.034 and 143.028 (c).

M. **Nepotism.**

1. Promotions. This section shall take precedence over any other provisions of this Article or Agreement. If a relative of the Chief is a candidate for lieutenant or captain and qualifies by written examination to continue with the assessment center examination, the Chief shall not participate in the promotional process or in making of any appointment from the list established there from and the City Manager shall exercise all of the contractual and statutory authority of the Chief with respect to said process and appointments. If the Chief’s relative is promoted, the Chief shall not participate in the probationary review of the relative under Section E of this Article, and the City Manager shall exercise all of the Chief’s authority under Section E and any related statutory provision. The Chief shall not participate in any other action, which would affect the relative’s promotion or probationary review, and the City Manager shall exercise all contractual and statutory authority, which the Chief would otherwise exercise in connection with any such action. “Relative” is a person related to the Chief within a degree described by Section 573.002, Government Code.

2. Transfers. This section shall take precedence over any other provisions of this Article or Agreement. If a relative of the Chief requests an inter-divisional personnel transfer, the Chief shall not participate in the decision-making process or in making any transfer. The City Manager pursuant to General Rules Manual 1.12 shall exercise all of the contractual and statutory authority of the Chief with respect to said transfer. "Relative" is a person related to the Chief within a degree described by Section 573.002, Government Code.

## **ARTICLE 14 - EMPLOYEE MANAGEMENT RELATIONS**

A. **Labor Relations Committee.** The City and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a labor relations committee. The labor-management committee shall consider, discuss and recommend to the Chief any problems pertaining to the employment conditions of employees. Matters subject to the grievance procedure shall not be appropriate items for consideration by the labor-management committee. The labor management committee shall consist of the following: (1) Director of Human Resources or his/her designee; (2) The Chief or his/her designee, who shall be a police officer within the Police Department; (3) the Association President or his/her designee, who shall be a police officer from the Police Department from the Association; (4) the Association Vice-President or his/her designee, who shall be a police officer from within the Police Department from the Association; and (5) a member of the Association designated by the President who must be a police officer within the department. There shall be a written agenda of matters to be discussed. Officers desiring items placed on the written agenda shall forward the matter in writing to the Office of the Chief of Police through the President of the Association. The labor-management committee shall meet bi-monthly unless mutually agreed otherwise, and a written summary report of the meeting shall be generated within 30-calendar days subsequent to the meeting.

B. **Legal Defense.** The City will provide a legal defense to any police officer in a civil lawsuit, on account of any action taken by such police officer while acting within the course and scope of the police officer's employment for the City of Corpus Christi. The City, by conducting or participating in the employee's defense, does not assume any obligation or liability not otherwise imposed by law and does not expressly or impliedly waive an immunity or defense, which is available to the City. The City need not assume any obligation not otherwise imposed by law for any judgment which is rendered against an employee who committed intentional acts, was grossly negligent, or reckless.

1. The police officer shall notify the City of any claim being made against such police officer not later than 30-calendar days from that date that such police officer received notice of such claim, and shall request the City to assume the defense of the police officer regarding such claim. The City may require that such request be made in writing.

2. If suit is brought against such police officer, such police officer shall immediately forward to the City Attorney every demand, notice, summons or other process received by him.

3. Such police officer shall cooperate with the City, and, upon the City's request, shall assist the City in arriving at settlement agreements, and the conduct of suits, and in enforcing any rights of contribution or indemnity against any person or organization who may be liable for all or part of such damages, and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

4. If the City Attorney undertakes to represent the employee rather than provide private counsel, he or she shall disclose to the employee any conflicts of interest between the employee and the

City in the civil action. If the employee chooses not to waive the conflict of interest, the City shall retain qualified private counsel.

## **ARTICLE 15 - ASSOCIATION HEALTH AND BENEFIT TRUST**

Funding for the Corpus Christi Police Officers' Association Health and Benefit Trust, a limited liability benefit plan, will be made by members of the bargaining unit and the City hereby agrees to honor any contribution increase or decrease in accordance with Article 3 (B) (3) of this contract. All officers commissioned after the effective date of this Agreement shall be required to participate in the trust. The City shall contribute \$100,000 for supplemental insurance programs for active and retired police officers. Effective upon execution of this Agreement, the City's contribution shall be increased to \$103,000 and the members' contributions shall be increased from \$70 per month to \$72.10 per month.

Effective August 1, 2007, the City shall contribute \$150,000. The parties agree to continue to use a contribution escalator for the contribution of members of the trust equal to the percentage increase afforded members of the bargaining unit during the fiscal year.

Effective August 1, 2008, the parties agree to continue to use a contribution escalator for the contribution of the members of the trust equal to the percentage increase afforded members of the bargaining unit during the fiscal year.

Effective August 1, 2009, The parties agree to continue to use a contribution escalator for the contribution of the city and the members of the trust equal to the percentage increase afforded members of the bargaining unit during the fiscal year.

The City is under no responsibility or duty to monitor the administration, distribution of benefits, or the eligibility for benefits pursuant to the terms of such benefit trust. The City agrees to honor any Open Enrollment to re-enroll officers who resigned from CCPD or wish to re-join using a "Join/Rejoin Contract." The City's sole obligation and responsibility shall be the City's contribution to the trust, and the City shall have no obligation to provide or supplement any benefits, funding levels, or to make future contributions except as mutually agreed in this and future collective bargaining agreements.

The City recognizes the Health and Benefit Trustees as the Plan Administrators governed by the Corpus Christi Police Officers' Association, Incorporated; Health and Benefit Trust Instrument; the CCPOA Health and Benefit Plan Document; and the CCPOA Medical Trust Rules. Any and all matters pertaining to the Health and Benefit Trust, which shall include any contributions increase, are forthwith governed by the aforementioned documents. The City further recognizes the Association President as the authorized Representative Trustee who may receive information on each police officer and police officer retiree who contributes or has contributed to the Trust. Both parties agree to comply with any necessary contractual or documentary requirements under state or federal law for access to information.

Subject to state or federal law limitations, whether under current or future law, the City will provide information for the Health and Benefit actuarial studies, which shall include an up-to-date amount of contributions for each member in a month-by-month report and an annual report summary; census reports for all active Trust members for the preceding year; census reports for all retirees for the preceding year, their date of birth and current contribution and date of actual retirement. For active officers, information shall include name, HR Payroll Employee Identification Number, date of birth, date of hire, sex, contributions totals for each member and earliest eligibility for retirement to receive benefits under the Trust Plan. The City shall provide their contribution and any changes thereof. The City shall provide rates being paid for retirees pre-Medicare and post-Medicare and a copy of the City Rate Chart,

how long the rates are in effect, how long the rates will be in effect, next rate increase and any indication as to what the rate increase will be. Provide any notice of intent to alter Medicare "Part D" and provide notice as to change in blended rates or age-specific rates. The forgoing shall be at no cost, or if there is a cost to the City the actual cost, to the Association or the Health and Benefit Trust and shall be sent as requested, to include United States Postal Service, facsimile and electronic mail address at the requestors choice.

## **ARTICLE 16 - IMPASSE PROCEDURES**

Negotiations for a new contract shall commence in accordance with Chapter 174. If impasse should be reached as defined in Chapter 174, either party may request mediation, and upon such request, the parties shall immediately proceed to choose one mediator as provided herein. The function and powers of the mediator shall be as specified in Section 174.151. The mediation shall extend for 14-calendar days.

If no agreement is reached through mediation, upon request of either party, the parties shall submit the dispute to one Factfinder, chosen as provided herein. The Factfinder shall conduct a full and fair hearing. By agreement the parties may submit an issue or issues to the Factfinder. If no agreement is reached, each party shall be entitled to submit four proposals to the Factfinder, each proposal on a distinct topic. For example, each of these constitutes a distinct topic: salary, dependent health insurance coverage, promotional procedures, and political activities. Each party may submit its four proposals and its alternatives to the other party's proposals. The hearing shall be informal and strict rules of evidence shall not apply. After hearing all evidence offered by the parties, and any evidence requested independently by the Factfinder, the Factfinder shall render a written decision making findings of fact and recommendations as to all matters in dispute. In the opinion, the Factfinder shall state his reasons for his findings of fact and recommendations. In rendering such findings and recommendations, the Factfinder shall exercise his independent judgment and shall not attempt to "split the difference."

In making the findings of fact and recommendations, the Factfinder shall consider the following evidence submitted to him by the parties or obtained at his direction: the overall compensation in the current contract including direct salary and fringe benefits; the income available to the City and demands on that income; a comparison of wages, hours, and conditions of employment of Corpus Christi police officers with the wages, hours, and conditions of employment of other public and private employees performing similar services and with other employees generally in public and private employment in comparable communities and in Corpus Christi; the hazards of employment, physical, educational, and mental qualifications, job training and skills required of a Corpus Christi police officer; the cost of living in Corpus Christi relative to other communities; the rate of increase in the cost of living for the preceding twelve-month period using localized data to the fullest extent feasible; and any current national or state policies or guidelines with respect to compensation.

The selection of the Mediator and the Factfinder shall occur as follows. When either party requests mediation or fact-finding, the parties may agree to choose any mediator or Factfinder or method of choosing it. If no agreement occurs within five days from the request, the parties shall request a list of seven (7) neutrals from the American Arbitration Association (AAA). Upon receiving the list, the parties shall select the Mediator or Factfinder by alternately striking names. The request to AAA shall state the dates on which the neutrals must be available. The mediator and the Factfinder shall be selected within seven (7) calendar days after receipt of the list from the AAA. The fee and expenses of the mediator and the Factfinder shall be split equally between the City and the Association. All other expenses, including witness fees, shall be paid by the party incurring the expense or calling the witness.

If, within seven (7) calendar days after factfinding, the parties have failed to agree to a contract, the major, unresolved issues shall be submitted to the qualified voters of Corpus Christi in a referendum election according to the following procedure. The election shall be held on the first date permissible under State law. By agreement the parties may submit any issue or issues to the voters. If no such agreement is reached, then each party shall be entitled to submit two (2) issues to the voters, each issue on one distinct topic. For example, each of these constitute a distinct issue: salary, dependent health insurance coverage, promotional procedures, political activities. Each party will submit its 2-issues, and its alternatives to the other party's issues, so that the voters will vote on four (4) distinct issues. Each voter will have the option of voting for all of the issues of one party, or for some issues of one party and some of the other. The issues submitted to the voters will appear on the ballot exactly as each respective party would have them appear in the contract. The decision on each issue by a majority of the voters voting on the issue at the referendum election shall be binding on the parties, subject to the laws of Texas, and shall be adopted as part of the collective bargaining agreement. In the absence of agreement of the parties to the contrary, the term of the provisions adopted by the voters shall be the same as the term of the entire contract entered into by the parties, or, in absence of such a contract, shall extend until the next July 31 following the election or until a new contract is agreed upon. The Association shall pay the cost of printing the ballots. All other costs of the elections shall be paid by the City. The place of the respective parties on the ballot shall be determined by coin flip.

An impasse referendum can be canceled at any time up to 15-calendar days prior to the election date by agreement of the parties.

The Association and the City agree that during the term of Article 16, no request shall be made for submission of unresolved issues to arbitration under Chapter 174 or any other statute, charter or ordinance provision, and that any such request shall be void and ineffective.

Any provision of this Article 16 may be amended by written agreement of the parties.

If the impasse procedures established herein shall be held invalid by the courts, all other provisions of this Article 16 shall become ineffective, unless the parties agree in writing to continue them in effect.

## **ARTICLE 17 - POLITICAL ACTIVITIES**

The City may prohibit police officers from taking an active part in any political campaign of another for an elective position of the city if they are in uniform or on active duty.

## **ARTICLE 18 - EXISTING CONDITIONS**

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

## **ARTICLE 19 - CLOSING CLAUSES**

A. The effective date of this agreement shall be the 30<sup>th</sup> day of January, 2007 except as otherwise provided herein, and the agreement shall remain in effect until midnight p.m. July 31, 2010 and thereafter until superseded by a new agreement.

B. This document constitutes the sole and complete agreement between the parties. During the term of the Contract neither party shall be obligated to bargain collectively with the other with respect to any subject; provided, this provision does not affect any obligation which may exist to negotiate a successor contract effective after the expiration of this document. The impasse procedure in Article 16 of this agreement shall be wholly inapplicable to any matter except impasse of a successful contract.

C. The provisions of this contract shall take precedence over all State and local Civil Service provisions which are in conflict herewith, including for example and not by way of limitation, any contrary provisions of Chapter 141,142 and 143; City Charter of the City of Corpus Christi, Texas; ordinances of the City; Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission; and Rules and Orders of the Police Department of the City.

D. If any article or section of this agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.

E. Both the City and the Association have relied upon their factual and legal understanding that the City is currently in compliance with state and federal law in the payment of straight time and overtime compensation in bargaining the wages and economic benefits under this agreement. Fiscal certainty is of the essence of this agreement to the City. In the event of any adverse judicial or agency determination finding that the City owes straight time or overtime compensation under state or federal law above that paid under past practices reflected by the City's payroll records, the City may request in writing that the parties collectively bargain in good faith for the limited purpose of resolving the impact of any adverse ruling.

FOR THE CITY OF CORPUS CHRISTI,  
TEXAS:

Date March 6, 2007

[Signature]  
George H. Noe, City Manager

City Negotiating Team Members:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_

ATTEST:  
[Signature]  
City Secretary

APPROVED:  
30th day of January, 2007

[Signature]  
City Attorney

CORPUS CHRISTI POLICE  
OFFICERS' ASSOCIATION

Date March 2<sup>nd</sup>, 2007

[Signature]  
Domingo Chaves, President CCPOA

CCPOA Negotiating Team Members:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

2007-034 AUTHORIZED  
BY COUNCIL 01-30-07  
[Signature]  
SECRETARY  
DH

**APPENDIX "A"**  
**DUES DEDUCTION AND SPECIAL ASSESSMENT AUTHORIZATION**  
**CORPUS CHRISTI POLICE OFFICERS' ASSOCIATION**

Dues Code \_\_\_\_\_ Payroll No. \_\_\_\_\_ Employee No. \_\_\_\_\_ Code No. \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

I hereby authorize the City of Corpus Christi to deduct each pay period a sum as certified by the Corpus Christi Police Officers' Association as the current rate of dues or an amount as may hereafter be established by the Corpus Christi Police Officers' Association as dues, or special assessment approved in accordance with the collective bargaining agreement and Association Constitution and Bylaws. This deduction is to be forwarded directly the to Corpus Christi Police Officers' Association. The authorization of this deduction is entirely voluntary on my part.

I understand that the City of Corpus Christi will be obligated to forward to the Association only those sums actually deducted and will not be liable for damages to me for failure to deduct any authorized sum for any reason.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "B"**  
**TERMINATION OF DUES DEDUCTION**  
**ON SPECIAL ASSESSMENT AUTHORIZATION**

**CORPUS CHRISTI POLICE OFFICERS' ASSOCIATION**

Dues Code \_\_\_\_\_ Payroll No. \_\_\_\_\_ Employee No. \_\_\_\_\_ Code No. \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

I hereby terminate the authorization previously executed by me on \_\_\_\_\_ for dues deduction for the Corpus Christi Police Officers' Association and request that the City make no further deductions under said authorization. This termination of dues deduction is entirely voluntary on my part and I understand that the City of Corpus Christi will not be liable for failure to promptly effectuate this termination for any reason.

Date: \_\_\_\_\_

**APPENDIX "C"**  
**GRIEVANCE FORM**

**City of Corpus Christi Grievance No. \_\_\_\_\_**

Employee: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Printed name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Grievance must be filed within thirty (30) calendar days of occurrence or knowledge of occurrence. Fill in all information and submit to Commander in appropriate chain of command. Failure to appeal within the time periods prescribed for each Step will not be considered timely and shall be void.

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**Step 1 Commander Review**

Statement of Facts:

Policy, Practice, or Contract Provision alleged to be violated:

Other Individuals affected by Grievance:

Remedy Sought:

Submitted by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Grievant or Class Representative      Date      Time

Received by: \_\_\_\_\_ this \_\_\_\_\_ at \_\_\_\_\_ a.m.  
p.m.

Commander or Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Response of Commander: (Response must be completed within 20 working days of receipt of grievance)**

Accept Facts as Stated. Additional or Contested Statements to Facts:

Other applicable Contract terms, policies, or practices:

Adjustments or Remedies Recommended:

Approved by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Commander Date \_\_\_\_\_ Time \_\_\_\_\_

Received by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Grievant Date \_\_\_\_\_ Time \_\_\_\_\_

Copy Sent To Association this \_\_\_\_\_ at \_\_\_\_\_ a.m. p.m.  
Date Time

**Step 2 Association Review (Must be filed with Association within 10 days of Commanders Response)**

**Employee Appeals Step I Response:**

Accept Facts as Stated. Statements of Facts in Dispute:

Reasons for Appeal:

Submitted by: \_\_\_\_\_ this \_\_\_\_\_ at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Grievant or Association                      Date                      Time  
if class action

Received by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Association Representative                      Date                      Time

**Association Determination:**

No Appeal. Appeal for the following reasons:

Adjustments or Remedies Recommended:

Approved by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Association Representative                      Date                      Time

Received by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Chief or Staff Member                      Date                      Time



Step 4 Request for Arbitration

Association Elects to Proceed to Arbitration on Grievance No. \_\_\_\_\_

Submitted by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of Association President or Designee      Date      Time

Received by: \_\_\_\_\_ this \_\_\_\_\_  
at \_\_\_\_\_ a.m. p.m.

\_\_\_\_\_  
Signature of City Representative      Date      Time

**APPENDIX “D”  
INSURANCE**

A. Health Insurance. The City shall provide health insurance coverage for Police Officers and their dependents in a preferred provider program called Public Safety Citicare. The parties agree to re-open negotiations no later than March 30, 2007, after the city's health insurance consultants have made their recommendations, and to make a reasonable effort to mutually agree upon a revised plan May 31, 2007. At that time the City will be able to quantify and cost the proposed new plan, including any proposed funding of health savings plan. If the parties reach agreement and amend this contract, those revisions will be included in the RFP for Health Benefit Providers, for implementation August 1, 2008. Both parties recognize that the City is in the process of developing a modified approach to health benefits on city wide basis, and that the recommendations from the city's health insurance consultants were not available in time for consideration and negotiation when this agreement was executed. The City agrees to provide the Association with the same health insurance information used by the consultants (with the exception of information subject to privacy limitations under state or federal law, including HIPPA) to prepare their recommendations.

1. The plan shall be structured as follows:

**PUBLIC SAFETY CITICARE**

BENEFITS:	PRIMARY NETWORK	SPECIAL SERVICES	OUT-OF-NETWORK
Calendar Year Deductible	No Calendar Year Deductible	\$100 Per Individual \$250 Max. Family	\$200 Per Individual \$500 Max. Family
Physician Services (Out-Patient, ER Visit and Second Opinions)	\$15 Co-Pay	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>
Physician Services (In-Patient)	One time \$15 Co-Pay first visit per Doctor	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>
Laboratory Services (Physicians Office & Lab. Facilities)	\$10 Co-Pay	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>
X-Rays Physician's Office: X-Rays Facilities:	\$10 Co-Pay \$15 Co-Pay	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>

PUBLIC SAFETY CITICARE

BENEFITS:	PRIMARY NETWORK	SPECIAL SERVICES	OUT-OF-NETWORK
Calendar Year Deductible	No Calendar Year Deductible	\$100 Per Individual \$250 Max. Family	\$200 Per Individual \$500 Max. Family
Emergency Room Services	\$15 Co-Pay Then 85/15% <u>Reimbursement</u>	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>
Prescriptions	Co-Pays: \$5 Generic \$20 Brand	No Deductible 80/20% <u>Reimbursement</u>	No Deductible 70/30% <u>Reimbursement</u>
Hospitalization (In-Patient)	\$200 Deductible \$600 Max. Family Then 85/15% <u>Reimbursement</u>	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>
Hospitalization (Out-Patient)	\$100 Deductible \$250 Max. Family Then 85/15% <u>Reimbursement</u>	80/20% <u>Reimbursement</u>	70/30% <u>Reimbursement</u>
Out-of-Pocket Cost (Excluding Co-Pays & Deductibles)	\$500 Per Individual \$1,250 Max. Family	\$700 Per Individual \$1,750 Max. Family	\$700 Per Individual \$1,750 Max. Family

\* employees and dependents covered by the Public Safety Citicare will be excluded from the drug formulary.

\*\* Emergency Room Services. Will increase to \$50.00 Co-Pay provided that 2 minor emergency clinics are included, one on the Southside of Corpus Christi and the other in the Calallen area. Should the number of minor emergency clinics fall below 2 for more than 90 consecutive days the Co-Pay will be \$15.00.

Other eligible services and eligible medical supplies as shown in the Public Safety Citicare Plan document shall be covered at 85%/15% for primary network, \$100.00 deductible/ \$250.00 family maximum deductible and 80%/20% for special services or \$200.00 deductible/ \$500.00 family maximum deductible and 70%/30% for out of network. When expenditure is made toward a deductible and/or out-of-pocket requirements it is cumulative in all three categories.

Special Services are those services, which are provided outside the participating provider service areas due to residency or emergency care or referrals from a primary network provider if services are not available through a primary network.

Participating Provider Service Areas are those locations covered by a primary network; South Texas, Dallas/ Ft Worth, Houston, San Antonio/Laredo and Austin.

Out of Network is the use of any hospital, physician or other health care facility or professional that has not signed an agreement with the City or its health care administrator to provide services as the preferred provider.

Should the number of hospitals available in the network fall below 2 for more than 90-consecutive days, the reimbursement percentage for out-of-network hospitalization shall be 80%/20%, deductibles shall be \$100.00 per each covered individual, \$300.00 family maximum, and out-of-pocket shall be \$480.00 per each covered individual until the number of hospitals is at least two.

Should the number of total physicians in the network fall below 300 for more than 90-consecutive days, the reimbursement percentage for out-of-network physician services, laboratory services and x-rays shall be 80%/20%, the deductible shall be \$100.00 per each covered individual, \$300.00 family maximum, and out-of-pocket shall be \$480.00 per each covered individual until the number of physicians in the network is 300.

Should the number of total physicians in the network fall below 300 for more than 90-consecutive days, and should the number of hospitals available in the network fall below 2 for more than 90-consecutive days, the health care plan (Plan II) in effect prior to adoption of this agreement shall be reinstated, unless the Association informs the City within 30-calendar days of their decision to remain covered by the Public Safety Citicare Plan. The City shall have 30-calendar days to reinstate Plan II after being notified of the Association's decision

Should the number of network physicians in any one specialty remain for more than 90-consecutive days below 50% of the number of network physicians who were in the network in that specialty on March 1, 1996, out-of-network physicians services in that specialty shall be reimbursed at 80%/20%, the deductible shall be \$100.00 per each covered individual, \$300.00 family maximum and out-of-pocket shall be \$480.00 per each covered individual until the number of network physicians in that specialty increases to at least 50% of the number who were in the network in that specialty on March 1, 1996. Provided however, that a covered individual who was being treated by a network physician within 90-consecutive days before the day the number fell below 50% shall pay the Primary Network Physicians' Services Co-Pay rate for that treating physician's services for up to 90-consecutive days after the number fell below 50% if that treating physician has become an out-of-network provider.

2. The City shall pay 100% of the employee's premiums and 50% of the premium for dependent coverage. Premium rates shall be determined by the City based on the cost of the plan.

3. The City has the authority to restructure benefits, with the exception of hospitalization deductibles, maximum out of pocket amounts and reimbursement percentages. The City also has the authority to restructure network composition of the preferred provider network. The City retains the right to negotiate with insurance and/or medical providers for benefits, coverage and administration under Public Safety Citicare.

4. The benefits in the out-of-network portion of the plan may not be changed unless negotiated and agreed upon by the City and the Association. Benefits in existence in the health care plan for Police Officers and their dependents (Plan II) in effect prior to adoption of this agreement shall be incorporated into the out-of-network portion of the Public Safety Citicare Health Plan unless changed by this agreement.

5. The purpose of premiums is to generate revenues to cover claim costs. Co-pays are not intended to generate revenues.

B. Retiree Health Insurance Coverage. Employees who retire under the conditions of regular TMRS retirement, and their previously participating dependents, shall be eligible to continue participation in the City's Group Health Insurance Program at monthly premium rates as set forth in the insurance contract and the Health and Benefit Trust Instrument, Plan Document and Trust rules subject to periodic changes in rates as required. The total cost of such continued coverage shall be paid entirely by the employee and/or spouse. This coverage shall require a signature if it is to be canceled, otherwise it is assumed the participating member desires to participate in the Health and Benefit Trust Plan. Coverage shall remain in force for the employee while paid until he or she becomes eligible for Medicare or reaches age 65 at which time coverage will cease. Coverage shall remain in force for the spouse while paid until he or she becomes eligible for Medicare or reaches age 65 at which time coverage shall cease. The spouse's rights shall continue after the employee's death, but shall terminate upon divorce.

C. Association Supplemental Insurance Programs. The Association may select and change any group supplemental insurance coverage for officers and/or dependents in which plan officers may opt to participate. The City will provide payroll deduction for any officer participating who authorizes same to cover any additional amount of premium for such participation. The Association shall give the City at least 30-calendar days advanced written notice of any change in the plan, eligible participants, or the amount of premiums. The City will contribute \$47.00 per month, per officer, for any officer opting to participate in any selected plan. The City shall contribute an additional \$15.00 per month, per officer, with dependents toward any selected plan for such officers provided that a minimum of 75% of officers with dependent(s) opt to participate. Any administration fee surplus account may be used by the Association in any manner prescribed by its Executive Board of Directors.

D. Life Insurance. The City shall provide basic life insurance coverage for each police officer, to include Lieutenants, equal to that employee's annual base salary. Captains, Commanders and Assistant Chiefs shall be provided basic life insurance coverage equal to their annual base salary or \$50,000.00 which ever is greater.

**APPENDIX "E"  
WAGE INDEX FORMS**

**Form 1 (30 Year Average)**

	Base Pay	Longevity Pay	Shift Pay	Uniform Pay/ Allowance	Bachelor Degree	Master POST	Totals
Abilene Police Department							
Amarillo Police Department							
Arlington Police Department							
Austin Police Department							
Beaumont Police Department							
Brownsville Police Department							
Carrollton Police Department							
Dallas Police Department							
Denton Police Department							
El Paso Police Department							
Fort Worth Police Department							
Garland Police Department							
Grand Prairie Police Department							
Houston Police Department							
Irving Police Department							
Killeen Police Department							
Laredo Police Department							
Lubbock Police Department							
McAllen Police Department							
Mesquite Police Department							
Pasadena Police Department							
Plano Police Department							
San Antonio Police Department							
Waco Police Department							
Averages							
Corpus Christi Police Department							
(Under) / Over Average							
% to Average							

City \_\_\_\_\_

Form-2 (Each City Police Department)

Year	Base Pay	Longevity Pay	Shift Pay	Uniform Pay/ Allowance	Bachelor Degree	Master POST	Totals
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
AVG							

**APPENDIX “F”**  
**PHYSICAL FITNESS**

1. Effective August 1, 2007, the Chief of Police and the Association may mutually agree in writing to adopt a voluntary physical fitness assessment model, adjusted for age and gender.
  
2. Effective August 1, 2008, the City at its sole discretion, may offer incentives, either in pay or leave time, if the Association mutually agrees in writing.
  
3. The City agrees to establish a police officer wellness program. This program will also include distribution of nutrition and fitness information during in-service training.