

**NOTICE OF LA MARQUE
SPECIAL CITY COUNCIL MEETING
BY TELEPHONE CONFERENCE AND IN-PERSON**

In accordance with order of the Office of the Governor issued March 16, 2020, the La Marque City Council will conduct a Special Meeting on Tuesday, December 28, 2021, beginning at 5:30 P.M. In accordance with Section 551.127(b) of the Texas Government Code a quorum of the La Marque City Council and the Mayor intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location and via YouTube.

This Notice, the meeting agenda, and the agenda packet can be found online at:

<https://ci.la-marque.tx.us/AgendaCenter>

The public will be permitted to offer public comments telephonically as provided below and as permitted by the Mayor during the meeting. A recording of the telephonic meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

THE PUBLIC TOLL-FREE DIAL-IN NUMBER TO PARTICIPATE IN THE MEETING IS:

1 (346) 248-7799

ONCE YOU ARE CONNECTED, YOU MUST ENTER THE FOLLOWING:

Meeting ID: 92493940502

Press *6 to mute or unmute your phone line. You may also connect to the meeting on your smartphone, tablet or computer by going to the following internet address:

<https://zoom.us/j/92493940502>

Once you are on the website, you may need to enter the following:

Meeting ID: 924 9394 0502

If you require accommodation to participate in this meeting, contact the City Clerk at 409-938-9259 or cityclerk@cityoflamarque.org at least 48 hours prior to the meeting start time.



**1111 Bayou Road
La Marque, Texas
409-938-9202**

Mayor - Keith Bell

Kimberley Yancy - District A

Mayor Pro-Tem Joe Compian - District B

Councilmember Michael Carlson - District C

Councilmember Casey McAuliffe - District D

**CITY OF LA MARQUE
CITY COUNCIL
SPECIAL MEETING
of
DECEMBER 28, 2021**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **SPECIAL MEETING on December 28, 2021, beginning at 5:30 p.m. in the Council Chambers located at 1109-B Bayou Rd, La Marque, Texas as well as via videoconference hosted through (ZOOM).** In accordance with Section 551.127(b) of the Texas Government Code a quorum of the La Marque City Council and the Mayor intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location and via YouTube. The council will meet for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIANCE

(4) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes) should give the Mayor your name and the item you wish to speak about. In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours. **Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet, or computer, or stand if attending in person, and the Mayor will call on you in turn.**

(5) NEW BUSINESS

- a. Discussion/possible action regarding (economic/non-economic) negotiations of the Police Collective Bargaining Agreement 2021-2024 – Mayor K. Bell

- b. Discussion/possible action regarding the City Manager position for the City of La Marque – Mayor K. Bell

(6) EXECUTIVE SESSION

The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development)

(7) REQUESTS AND ANNOUNCEMENTS

Requests by Mayor and Council Members for items to be placed on future City Council agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;*
- (2) information regarding holiday schedules;*
- (3) an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;*
- (4) a reminder about an upcoming event organized or sponsored by the governing body;*
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and*
- (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.*

(8) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before December 22, 2021, before 5:00 p.m.

Kierra K. Nance, TRMC
City Clerk

**AGREEMENT BETWEEN THE
CITY OF LA MARQUE**



**AND THE
LA MARQUE POLICE ASSOCIATION**

OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

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ARTICLE I
DEFINITIONS

- A. *"Agreement"* means the Collective Bargaining Agreement negotiated by and between the City and the Association.
- B. *"Association"* means the La Marque Police Association.
- C. *"Base Pay"* means the base hourly rate as established in Article XI, Section 1.
- D. *"Board of Directors"* means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-laws of the Association.
- E. *"Chief"* means the Chief of Police of the City of La Marque, Texas.
- F. *"City"* means the City of La Marque, Texas.
- G. *"City Manager"* means the City Manager of the City of La Marque, Texas.
- H. *"Department"* means the Police Department of the City of La Marque, Texas.
- I. *"Disciplinary Action"* means suspension of up to fifteen (15) days, indefinite suspension(termination), and demotion in rank.
- J. *"Officer"* means any sworn full-time paid Police Officer employed in the Police Department of the City of La Marque with the exception of the Chief of Police, and the one position further identified in Article III, Recognition - Section 1, and Article 29, Promotions - Section III, Exempt Position. Wherever the word " he" is used in this Agreement, the term is intended to cover both male and female Officers covered by this Agreement. In this Agreement, the words "Officer" and "employee" are interchangeable when referring to sworn employees of the La Marque Police Department.
- K. *"Grievance Dispute"* is defined as a disagreement involving the interpretation , application, or alleged violations of any provision of this Agreement.
- L. *"Immediate Family"* shall be defined in the specific articles in which reference to this term is found.
- M. *"Layoff"* means a termination of employment resulting from a reduction in force.

- N. *"Promotion"* means advancement from a lower rank to a higher rank within the department.
- O. *"Regular Pay"* means the total salary or wages paid to an Officer, exclusive of overtime pay, but including longevity pay, certification or incentive pay, and any other supplemental pay provided to the Officer on a recurring basis.
- P. *"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," "blue flu," ticket blitzes and the intentional failure to make arrests, to perform other usual and customary duties, including traffic enforcement), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- Q. ***PRE-EMPTION OF CHAPTER 143.*** To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE II

PURPOSE OF AGREEMENT (or Preamble)

SECTION I

This agreement is made and entered into by and between the City of La Marque, a municipal corporation domiciled in the State of Texas, herein referred to as the "Employer", and the La Marque Police Association, hereinafter referred to as the "Association", In accordance with the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the Employer and the Association; provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other conditions of employment, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

SECTION III

The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

ARTICLE III

RECOGNITION

SECTION I

The City hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all paid, full-time sworn Police Officers except the Chief and one (1) single position, above the Rank of Lieutenant, directly below the rank of Chief of Police as referred to in Article 29, Promotions.

SECTION II

The Association recognizes that those persons duly appointed by the City Council have been authorized as the sole and exclusive negotiators of a contract subject to the approval of the City Council.

ARTICLE IV

DURATION OF AGREEMENT

SECTION I

This agreement shall be effective as of October 1, 2021 and shall remain in full force and effect through midnight, September 30, 2022. If a new agreement has not been reached by September 30, 2022, then this Agreement shall automatically be extended until a new agreement is executed, but in no event shall this Agreement extend beyond midnight March 31, 2023. The parties acknowledge the wages set out in Article XI shall be retroactive to October 1, 2021 with any pay being due to the members of the Association paid within thirty calendar days.

SECTION II

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of request for collective bargaining on the Employer at least one hundred and twenty (120) days prior to the expiration of this Agreement.

SECTION III

The Employer and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Texas Local Government Code, Chapter 174, Fire and Police Employee Relations, Subchapter D, Section 174.105.

ARTICLE V

MAINTENANCE OF STANDARDS

SECTION I

All economic benefits and working conditions enjoyed by the members of the bargaining unit as of the effective date of this Agreement shall remain unchanged for the duration of this Agreement, unless inconsistent with this Agreement.

SECTION II

Privileges may be granted or revoked at the sole direction of Management. Revocation may occur at any time that Management determines that the normal operations of the Department are adversely affected by the privilege.

For purposes of this Article, "Privileges" are defined as any on-the-job special consideration enabled by Management to an Officer, or Officers that is not directly related to the carrying out of the basic police function.

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE VI

NO STRIKE CLAUSE

SECTION I

The Association and Officers shall not: (1) cause, counsel, or permit its members to strike as defined in Article I (P), slow down, disrupt, impede or otherwise impair the functions of the Department; (2) refuse to cross any picket line by whomever established; (3) engage in blue flu, ticket blitzes, or slowdowns; or (4) refuse to perform other usual and customary duties, including traffic enforcement, where such refusal would interfere with or impede the performance of the employee's duties as a Police Officer. The City shall not lock out any officers.

SECTION II

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE VII

NON-DISCRIMINATION

SECTION I

The Employer and the Association agree that the provisions of this Agreement shall be applied to all Officers within the bargaining unit without regard to affiliation or membership or non-membership in the Association, and neither party shall interfere with, restrain, or coerce Officers in the exercise of rights granted in this Agreement.

SECTION II

Membership in the Association is voluntary. Each Officer has the right to join and maintain membership in the Association, and the Officer likewise has the right to refrain from joining or to withdraw from membership in the Association as he/she sees fit. Neither the Association nor the Employer shall exert any pressure against any Officer covered by this Agreement in regard to such matters.

SECTION III

The Employer agrees that it will not dominate, interfere, assist in the formation, existence or administration or contribute financial support to any employee organization that can possibly be certified under the Texas Local Government Code, Chapter 174, as an exclusive bargaining representative. Neither the City nor the Association shall discriminate against any Officer covered by this agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, disability, or veteran's status.

The Employer agrees that it will not encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training, or other terms or conditions of employment.

SECTION IV

The Employer agrees that no Officer shall be discharged or otherwise discriminated against due to the filing of an affidavit, petition, grievance, or complaint; or the giving of any information or testimony alleging violations of this Agreement; or because the officer has formed, joined, or chosen to be represented by any employee organization.

ARTICLE VIII

ASSOCIATION ACTIVITIES

SECTION I

Within five (5) working days of the execution of this Agreement; the Association shall furnish to the Employer a list of those Officers authorized by the Association to administer this Contract on its behalf. The Association shall notify the Employer in writing of subsequent changes within five (5) working days.

SECTION II

No more than two (2) of those authorized in Section I shall have the right when off duty to visit the premises of the Police Department for the purpose of administering this Agreement. When on duty, one (1) of those persons authorized in Section I, per shift, shall be granted reasonable time without loss of pay to investigate and settle grievances arising from this contract. Such investigations shall be conducted so as not to interfere with the efficient functioning of the department.

SECTION III

The Association's negotiating team, not to exceed three (3) members, shall be permitted, without loss of pay, to attend negotiating sessions with City representatives, when such sessions are scheduled during working hours. Members of the Association's negotiating team shall not be paid to attend negotiating sessions with City representatives when such sessions are scheduled during non-work time; however, the negotiating team member may elect to be relieved from duty up to four (4) hours early and use his sick leave to rest prior to a bargaining session scheduled on his off-duty time.

SECTION IV

One (1) of the Officers identified in Section I of this Article, may speak at shift roll call meetings to impart information about Association business for a period not to exceed five (5) minutes. The Officer shall provide at least one (1) days' notice to the shift supervisor that he/she intends to speak, and as to the subject matter to be discussed. Such appearances may not be made more than once per month, unless the Chief approves more frequent appearances.

ARTICLE IX
RIGHTS OF MANAGEMENT

SECTION I

Subject to the terms of this Agreement, the Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities. The Employer retains all power and authority which has not been explicitly abridged, delegated, granted or modified by this Agreement.

SECTION II

Except as may be limited by this Agreement, the Employer retains all rights in accordance with the Constitution, the laws of the State of Texas, the Charter of the municipality, and the responsibilities and duties contained in the ordinances and regulations promulgated hereunder, including by way of illustration and not limited to the following rights:

1. To determine Police Department policy, including the rights to manage the affairs of the Police Department in all respects, except as stated above;
2. To assign working hours, including overtime;
3. To direct the members of the Police Department, including the rights to hire, terminate, suspend, discipline, promote or transfer any Officer;
4. To determine the health, safety and property protection measures for the Department;
5. To allocate and assign work to Officers within the Department, and to determine the methods, processes, and manner in which Officers will perform work;
6. To establish and implement work performance measurements and standards for all Officers in the Department;
7. To utilize civilian personnel in the Department to perform those duties not customarily recognized by the professional police community as requiring licensed Police Officers to perform; by example and not intended to be all inclusive, secretarial, clerical, dispatch, meter checker or jailer;

8. To allocate and assign supplies and equipment to Officers;
9. To determine the specifications and quantity of all supplies, materials and equipment to be acquired by the Department.
10. To be the sole judge of the qualifications and fitness of applicants;
11. To schedule Departmental operations and, consistent with applicable state statutes and the Fair Labor Standards Act, to determine the number and duration of hours assigned duty per week;
12. To establish and enforce Departmental rules, regulations and orders;
13. To introduce new, improved or different methods and techniques of operations of the Department, or change existing methods or techniques;
14. To determine the amount of supervision necessary;
15. To take whatever actions may be deemed reasonably necessary to carry out the mission of the Department in situations of emergency; and
16. To control the Departmental budget.

SECTION III

It is agreed that the management rights as set forth in this Article shall not be exercised in an arbitrary, capricious or discriminatory manner.

SECTION IV

If in the sole discretion of the City Council or City Manager, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, hurricanes, floods or other similar catastrophes, the provisions of the Agreement may be suspended by the Mayor or the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor or City Manager shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the President of the Association.

ARTICLE X

PAYROLL DEDUCTION OF DUES

SECTION I

The Employer agrees to deduct, once each month, dues in an amount authorized by the employee, from the pay of Officers who individually request, in writing, that such deduction be made. Such dues payment shall be made to the Association.

The authorization shall provide that the deduction shall remain in full force and effect until terminated, in writing, by the Officer. The authorization form shall also authorize the City, without further authorization from the officer, to change the amount of the deduction for Association dues to the amount specified in a written notice of Association dues change provided to the City by the Association. The City shall begin making deductions in that amount within thirty (30) days of receipt of written notice. The amount of this deduction shall not be changed more than one (1) time in a twelve (12) month period.

SECTION II

The deduction authorization is completely voluntary, and may be terminated by the Officer in writing at any time. The City shall provide a list of those from whom dues were deducted each month when payment is made to the Association.

SECTION III

The Association shall indemnify the Employer, and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by any reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

SECTION IV

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XI**SALARIES****SECTION I**

BASE SALARIES FOR OCTOBER 1, 2021, TO SEPTEMBER 30, 2022:

POLICE OFFICER				
STEP	STATUS	RATE/HOURLY	MONTHLY/RATE	ANNUAL/RATE
A	First Year in Rank	\$25.013	\$4,335.59	\$52,027.04
B	After 1 Year in Rank	\$26.014	\$4,509.09	\$54,109.12
C	After 3 Years in Rank	\$26.981	\$4,676.71	\$56,120.48
D	After 5 Years in Rank	\$28.685	\$4,972.07	\$59,664.80
E	After 7 Years in Rank	\$30.121	\$5,220.97	\$62,651.68
F	After 9 Years in Rank	\$31.621	\$5,480.97	\$65,771.68
G	After 11 Years in Rank	\$34.625	\$6,001.67	\$72,020.00
H	After 13 Years in Rank	\$36.356	\$6,301.71	\$75,620.48
I	After 15 Years in Rank	\$37.914	\$6,571.76	\$78,861.12
CORPORAL				
STEP	STATUS	RATE/HOURLY	MONTHLY/RATE	ANNUAL/RATE
A	First 3 Years in Rank	\$31.728	\$5,499.52	\$65,994.24
B	After 3 Years in Rank	\$34.742	\$6,021.95	\$72,263.36
C	After 5 Years in Rank	\$38.043	\$6,594.12	\$79,129.44
SERGEANT				
STEP	STATUS	RATE/HOURLY	MONTHLY/RATE	ANNUAL/RATE
A	First 3 Years in Rank	\$38.658	\$6,700.72	\$80,408.64
B	After 3 Years in Rank	\$40.407	\$7,003.88	\$84,046.56
C	After 5 Years in Rank	\$42.870	\$7,430.80	\$89,169.60
LIEUTENANT				
STEP	STATUS	RATE/HOURLY	MONTHLY/RATE	ANNUAL/RATE
A	First 2 Years in Rank	\$43.620	\$7,560.80	\$90,729.60
B	After 2 Years in Rank	\$45.359	\$7,862.23	\$94,346.72

Any Officer covered under this agreement who is promoted to the next higher rank shall suffer no loss of pay and shall be placed in the promotional pay step at the base promotional step, provided however, if the base promotional pay step is not equivalent to a five (5) percent increase in salary, then the Officer will begin at next higher promotional salary step which will be equivalent to the officer receiving a minimum five (5) percent salary increase for the promotion. Promoted Officers will then progress to the next respective Pay Step increase based on their time in the promoted grade as it relates to the actual Pay Step the Officer was promoted into.

In order for a probationary Officer to be eligible for a step increase the Officer must have actually worked twelve (12) months in the preceding step. Any probationary Officer who is off work with or without pay for a period of more than two (2) weeks shall have his step raise delayed until he has worked for twelve (12) actual months at the prior step.

SECTION II

LATERAL TRANSFER PROGRAM. An Officer hired under the Lateral Transfer Program with five (5) to nine (9) years' experience as a Texas Peace Officer will be credited with 5 Years' Service Credit, for pay purposes only, and will receive a starting pay equal to STEP D of a Police Officer. Thereafter, the Lateral Transfer Police Officer will progress to each respective Pay Step as though they were in grade for five (5) years plus the additional years required to progress to the next Pay Step.

An Officer hired under the Lateral Transfer Program with more than nine (9) years' experience as a Texas Peace Officer will be credited with 9 Years' Service Credit, for pay purposes only, and will receive a starting pay equal to STEP F of a Police Officer. Thereafter, the Lateral Transfer Police Officer will progress to each respective Pay Step as though they were in grade for nine (9) years plus the additional years required to progress to the next Pay Step.

Lateral Transfer Program Officers will accrue all other benefits other than pay based on their original hire date with the City of La Marque.

SECTION III

CERTIFICATION PAY. Officers who acquire Certificates issued by the Texas Commission on Law Enforcement (TCOLE) shall be paid the additional amount for the one highest Certificate as Specified below:

Intermediate Certification	\$ 75.00 per month
Advanced Certification	\$150.00 per month
Masters Certification	\$200.00 per month

SECTION IV

EDUCATION PAY. Officers who obtain the degree of Associate, Bachelor or Master at an accredited college or junior college will be paid, in addition to Certification Pay, the additional amount for the one highest degree as specified below:

Associate's Degree	\$ 55.00 per month
Bachelor's Degree	\$110.00 per month
Master's Degree	\$135.00 per month

SECTION V

RESIDENCY PAY: In addition to base wages, any present or future employee who resides within the City of La Marque shall be entitled to receive an incentive pay of \$250.00 per month during such residency. In the event such residency ceases it shall be the responsibility of the employee to furnish thirty (30) days written notice to the Chief that his/her residency will no longer be in the City of La Marque and the incentive pay shall be discontinued as of the date the employee is no longer a resident of the City of La Marque.

SECTION VI

SHIFT DIFFERENTIAL PAY. Officers who work the midnight shift, from 6:00 p.m. to 6:00 a.m., shall receive shift differential pay of fifty -five cents (\$.55) per hour. Shift differential pay shall be in addition to all other pay.

Shift differential pay is to be paid only for actual hours in which the Officer is physically present on the job and shall not apply to any paid leave time.

Shift differential pay shall not apply to call-back. Call-back pay shall be paid pursuant to the call-back provisions in this Agreement.

Whenever an Officer's work is extended beyond the hours of the shift to which he/she is assigned, the Officer shall be paid for time worked into the next shift at the shift differential rate that applies to the hours of the day that are worked.

SECTION VII

LONGEVITY PAY. The Employer shall provide pay to the Officer, in addition to all other compensation, six dollars (\$6.00) per month for each year of service completed with the City of La Marque. The payment shall be paid by the Employer in the same manner as it is paid to all other City employees except in the instance when the Officer terminates employment. That final payment shall be made for the amount of longevity earned based on the amount of

months of service completed for which the Officer has not been compensated.

SECTION VIII

ASSIGNMENTS PAY. An officer who is assigned to perform duties in the below listed police department assignments or who are assigned extra duties in addition to their normal assignment will be paid Assignments Pay in addition to their regular salaries as incorporated below.

Assignment	Monthly Pay
Investigator Pay	\$200 per month
Special Response Team	\$200 per month
Community Oriented Policing	\$300 per month

SECTION IX

FIELD TRAINING OFFICER PAY. An officer with at least one year and who has obtained the rank of Patrol Officer in the La Marque Police Department, shall be selected as Field Training Officer for each patrol shift by the Chief of Police, after receiving recommendation from a board consisting of all patrol supervisors. Those selected and not previously certified, shall be scheduled for TCOLE certified FTO training. After successful completion of training, each Officer shall serve for one (1) year and shall receive two dollars and fifty cents (\$2.50) per hour, in addition to the base rate, for all time spent functioning as a Training Officer. Each Officer selected will not be eligible to act as a Field Training Officer unless he/she has been through a certification course approved by TCOLE.

SECTION X

TEMPORARY DUTY IN HIGHER CLASSIFICATION. The Chief may designate an Officer from the next lower rank to temporarily fill a position in a higher classification. If such assignment is for a full shift (eight hours or longer) the Officer shall receive one dollar (\$1.00) per hour in addition to the base rate, or the next higher classification pay, whichever is lower. Such temporary assignments shall not exceed thirty (30) consecutive days.

SECTION XI

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143 of any other statute, executive order, local ordinance, or rule, this agreement shall supersede such provisions.

ARTICLE XII

COMPENSATORY TIME/OVERTIME

SECTION I

All hours worked outside an Officer's regular full-time schedule shall be deemed overtime, and shall be compensated on the basis of time and one-half the Officer's regular rate of pay, either in salary or in compensatory time. Each Officer may elect which method of compensation is preferred for each instance of overtime worked. Officers cannot earn overtime and burn compensatory time in the same twenty-four hour period.

SECTION II

An Officer may elect to receive compensatory time in lieu of overtime pay to an accumulated maximum of 180 hours. If at any time the Officer's accumulated compensatory time balance exceeds 180 hours, he/she agrees to utilize any earned compensatory time within 45 days until the balance of accumulated compensatory time is less than 120 hours. If at any time the Officer's accumulated compensatory time balance is over 180 hours, he/she must be paid for overtime worked. The Chief may request those wishing to receive compensatory time or paid overtime, depending on the need of the specific program or project, to have first choice in working overtime.

SECTION III

The cap of 180 hours specified in Section II above may be exceeded upon approval of the Chief whenever a special program is being utilized where overtime pay is not provided.

SECTION IV

An Officer shall be entitled to pay for all unused, accrued compensatory time upon termination of employment from the City.

SECTION V

Whenever overtime work is required that extends beyond the assigned shift of those Officers already on duty, such Officers shall be given first opportunity to volunteer to work overtime. If additional personnel for overtime work are needed, or in the case

of a lack of volunteers from the preceding shift, volunteers from the shift following the lacking shift will be given the opportunity. Otherwise, Officers will be subject to a call, but may still decline to volunteer.

Overtime assignments shall be made by the Chief or his/her designee. After the above fails, then when possible, overtime work will first be filled by volunteers. Such volunteers shall be selected by rotation on a list compiled alphabetically.

Each Officer who works or turns down voluntary overtime or has signed up not to be called shall have his/her name placed at the bottom of the list. The management representative will make a reasonable *effort* to contact each person whose name is next on the list in each instance.

If an Officer cannot be contacted, the officer's name shall be placed at the bottom of the list. If no volunteer accepts the assignment, the management representative may designate a person to work the overtime assignment.

In no instance will an Officer be allowed to work more than sixteen (16) continuous hours, unless it is an emergency declared by Management. When possible, overtime shall be limited to twelve (12) continuous hours so long as it does not require non-voluntary overtime. Management will take into consideration any extra activity and amount of rest an Officer has had in the past twenty-four (24) hours before making that assignment.

SECTION VI

DECLARED EMERGENCY CLOSING. If the City Manager or Mayor and Council declares an emergency and normal City operations are suspended which include closing facilities of the City, then all police officers required to work during the closure shall be compensated on the basis of time and one-half the Officer's regular rate of pay for all hours worked during the City declared emergency closure. The time period covered by this section shall be time from when from when the City Manager or his designee closes City Hall and sends non-essential personnel home through when the City Manager or his designee declares it safe for all employees to return to work.

SECTION VII

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XIII

SHIFT CHANGE

SECTION I

CHANGE FOR ENTIRE SHIFT. Whenever the Employer implements a revised work schedule affecting all Officers in the Department, or in a division of the Department, notice of such change shall be posted on the Departmental bulletin board at least forty-five (45) calendar days in advance of the implementation date.

SECTION II

CHANGE FOR INDIVIDUAL OFFICER(S). Whenever assigned days off or hours of work for less than an entire unit are rescheduled, the affected Officer(s) shall be notified at least seven (7) calendar days in advance of the change. Prior notice shall not be required in emergency situations or in those cases where such notice would unduly disrupt the operations of the Department. An "emergency" in this Article is defined as a time when there are not enough Officers to adequately staff the shift. It is not a violation of the seven (7) day rule if the change is by mutual agreement.

SECTION III

It is agreed that required attendance in training classes, out-of-town trips to transport vehicles, or any other assignment which can be reasonably scheduled in advance do not constitute an emergency nor shall they be deemed unduly disruptive of Departmental operations for the purposes of interpreting this section.

SECTION IV

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XIV

CALL-BACK/STANDBY

SECTION I

Officers who are called back to scheduled duty from off duty shall be compensated for a minimum of two (2) hours pay at a straight time rate and Officers who are called back to unscheduled duty from off duty shall be compensated for a minimum of three (3) hours pay at a straight time rate, except in those cases where such call-back time exceeds the amount of hours worked in the Officer's regularly scheduled number of hours in a work week, in which case the pay for the time worked in excess of such hours shall be at time and one-half. Scheduled call-back is defined as 72 hours or more notice. Unscheduled call-back is defined as less than 72 hours notice. Call-back time includes court appearances.

SECTION II

STANDBY. Officers who are required to be on standby during off-duty time in anticipation of any job-related matter, including a court appearance or any other legal hearing or proceeding, shall be compensated for at least one (1) hour at a rate of time and one-half. Whenever any such standby occurs immediately prior to or after the Officer's regular shift, the Officer shall be paid only for the actual time worked. The officer will be required to provide written documentation for any standby time earned.

Any time spent for the purposes referenced herein within the normal duty time of the Officer shall be paid at straight time.

SECTION III

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XV

SENIORITY

SECTION I

DEFENITION. Seniority shall be the continued, non-interrupted length of service from last hiring date by an Officer in the Department. Time spent on military leave of absence in the armed forces of the United States, other authorized leaves, and time lost to duty-connected disability shall be included in length of service. Any Officer who is rehired begins his/her seniority anew with the latest date of hire.

SECTION II

APPLICABILITY TO VACATION ASSIGNMENTS. Seniority, regardless of rank or shift, and the time of earliest notice of intent to take vacation, are the determining factors in the assignment of vacation days. Notice may be given no more than twelve (12) months prior to the beginning of the requested vacation.

SECTION III

APPLICABILITY TO LAYOFF/RECALL. Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior and recall beginning with the most senior. In the event of a tie in the seniority of two or more Officers, the Officer who placed highest on the initial hiring list of the City shall be placed before the other(s) with whom he/she tied.

SECTION IV

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XVI

INSURANCE

SECTION I

The Employer agrees to pay 100% of the Officers cost for employee only health insurance, based upon the premium cost of the basic health insurance benefit plan offered to all employees but not including any optional employee pay benefit plans offered by the City. The benefit levels and premiums for medical insurance for both Officer and dependent coverage shall be the same as is applied to other non-collective bargaining employees of the City of La Marque. The Employer agrees to provide the CLEAT Benefit Plan for Officers and dependents at no cost to the Officer. For all other insurance benefits, Officers shall be treated the same as other non-collective bargaining employees of the City.

SECTION II

For any officer who selects dependent insurance coverage, the City will contribute 50% of the premium cost for child coverage and/or 50% of the premium cost for family coverage, whichever applies.

The City will contribute \$100 per month to each officer under this agreement, not selecting any dependent coverage. The \$100 will be contributed to a health reimbursement account (HRA), restricted to health related expenses (deductibles, co- pays, prescriptions, etc.).

ARTICLE XVII

VACATIONS

SECTION I

The city shall provide each Officer with vacation time based on the following schedule:

COMPLETED YEARS OF SERVICE	DAYS OF VACATION
1 through 5	80 hours
6 through 10	120 hours
11 through 20	160 hours
21 and over	200 hours

Accrual of vacation time shall be monthly, and shall commence upon the date of employment, however, vacation time shall not be taken until the appropriate anniversary date has been completed.

SECTION II

With the written approval of the City Manager, vacation may be carried forward for a period not to exceed one (1) anniversary year. At the time of approval of this contract, any Officer who has unused vacation time from prior years that was carried forward with proper approval shall retain all such vacation time.

At the discretion of the City, the City may pay an Officer covered by this Agreement for accrued vacation time in excess of 125% of the Officer's annual accrual.

SECTION III

Departmental seniority, and the time of earliest notice of intent to take vacation, shall determine the preference to be given in the scheduling of vacations. Scheduling of vacations shall at all times be subject to departmental staffing requirements as determined by the Chief of Police.

SECTION IV

Upon separation from the City's employment, other than for a disciplinary termination which is upheld or for resignation while under investigation, an Officer shall be paid for unused vacation time which has been accrued to the date of termination.

SECTION V

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XVIII

HOLIDAYS

SECTION I

The following listing identifies the eleven (11) holidays provided under this Agreement, upon which observance is designated

HOLIDAY
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
*Floating Holiday

*The Floating Holiday may be taken at any time during the calendar year upon approval of the Chief.

SECTION II

For the purposes of this article, the holiday shall consist of a twenty-four (24) hour time span beginning at 12:00 a.m., and ending at 11:59 p.m., on the designated date. Only shifts beginning during the 24 hour time span shall be considered as holiday work.

SECTION III

Officers assigned to work within the designated hours on a holiday shall have the option of either accumulating eight (8) hours compensatory time or receiving eight (8) hours of pay for the time worked. The rate of pay or compensatory time, for holiday work shall be time and one-half. If the Officer chooses to be paid, the pay shall be reflected within the Officer's next regular payroll check that is applicable to the time period within which the work was performed. If the Officer chooses to accumulate compensatory time, such time is to be taken (or compensate)d in accordance with the provisions of the Article in this Agreement entitled "COMPENSATORY TIME/OVERTIME."

ARTICLE XIX

SICK AND INJURY LEAVE

Sick and injury leave issues shall be handled in accordance with Chapter 143 of the Texas Local Government Code, except as set out below.

SECTION I

On-duty injury benefits shall be provided pursuant to Chapter 143 of the Local Government Code. If the Officer's workers compensation claim is rejected on final appeal under the law, the officer shall be limited to the use of accumulated leave only, and shall not be eligible for injury leave pay. The City may retroactively change an Officer's use of injury leave to sick leave, where the on-the-job injury claim is rejected on final appeal. If the Officer does not have enough sick leave or vacation accumulated to substitute for the injury leave, the City may reduce future accruals of sick and vacation leave at a rate not to exceed fifty percent (50%) to make up the difference.

SECTION II

Sick leave shall accrue from the date of employment; however, sick leave shall not be used until after completion of six (6) months of employment with the City.

PRE-EMPTION OF CHAPTER 143 . 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.

SECTION III

Officers who leave employment with the City for any reason other than a "just cause" termination or resignation while under investigation shall be paid for up to seven hundred twenty (720) hours of accrued, unused sick leave at the time of separation.

PRE-EMPTION OF CHAPTER 143. 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.

SECTION IV

The Chief may authorize the use of accrued sick leave in cases of serious illness or injury of an Officer's spouse, child or parent which necessitates the Officer's personal care or attention.

SECTION V

The purpose of sick leave is to avert loss of earnings in the event of bona fide illness. While sick leave is an earned benefit, it is the responsibility of each Officer not to misuse or abuse this benefit. It is likewise the responsibility of the Employer to take appropriate steps or action against those Officers who abuse this benefit.

SECTION VI

The City of La Marque shall create and maintain a sick leave pool for the full time sworn Peace Officers covered under the collective bargaining agreement. The management of the sick leave pool shall be administered by the City of La Marque to ensure accurate record of sick leave donations and balances of banked sick leave time.

The City of La Marque Administration, the Chief of Police and the La Marque Police Association shall each designate a representative to act as a board member for the distribution and oversight of the sick leave pool. The three board members shall be the sole decision makers for requests made to use sick leave from the sick leave pool and their decision shall not be appealable through the grievance process of the collective bargaining agreement or city policy. The Board members shall meet as soon as possible upon receiving a written request to utilize sick leave pool banked time. The Board shall determine each request based upon need, history of sick leave usage of the requesting officer and other circumstances as determined by the Board. The board members shall determine the amount of banked sick leave that may be offered to the requesting officer and may grant sick leave on an as-needed basis. If an officer returns to duty, all unused sick leave pool hours will be returned to the sick leave pool.

La Marque full-time Peace Officers become eligible to request sick leave from the sick leave pool if the officer has used all of their available sick leave, vacation time and compensatory time while recovering from an injury or illness not covered by an on the job injury or under a workers compensation claim. The Officer shall make a written request for usage of sick leave bank hours to the Human Resources Coordinator and such request shall specify the hours requested, but is not obligated to provide details regarding their illness or injury or medical care information.

La Marque full time Peace Officers may donate sick leave from their personal sickleave accounts to the La Marque sick leave pool by providing to the Human Resources Coordinator a memo of the intent to donate and the specific hours that they desire to donate. Officers who have less than 300 hours of sick leave shall not be eligible to donate sick leave hours to the La Marque sick leave pool. Personal sick leave donated to the La Marque sick leave pool will not be refunded or returned to the officer who voluntarily donated such time to the sick leave pool and shall not be eligible for payment of such hours upon separation from employment with the City of La Marque.

ARTICLE XX

FAMILY AND MEDICAL LEAVE ACT

Officers shall be entitled to the benefits described below provided under the Family and Medical Leave Act of 1993 (FMLA).

1. An Officer who has at least twelve (12) months of service with the City, and who has worked one thousand two hundred fifty hours (1,250) within the last twelve(12) months, shall be entitled to unpaid leave during any twelve (12) monthperiod for:
 - a. The birth of a child
 - b. The adoption or undertaking of a foster care of a child. In this case leave must be taken within twelve (12) months of the event.
 - c. The care of a spouse son or daughter under eighteen (18) years of age, or a biological parent if such person has a "serious health condition." The term "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves inpatient care at hospitals or other medical facilities or the continuing treatment by a doctor or other health care provider.
 - d. A serious health condition of the Officer himself/herself that renders the Officer unable to perform the functions of the job. The officer shall be required to use any accrued and unused sick leave in this case as a part ofthe leave.
2. Officers requesting predictable leaves (adoption , birth, scheduled medical treatment) must give at least thirty (30) days advance notice. The City may put an Officer on FMLA leave, even if not requested by the Officer, where the Officer's condition or the condition of his family member qualifies as a "serious health condition." The City will notify the Officer when he/she has been placed on an FMLA leave.
3. Documentation of the circumstance necessitating the leave shall be required. The City may request a second opinion from a party of the employer's choice at the expense of the City.
4. Officers shall be allowed to return to the same or a comparable job following the leave, provided that the Officer is physically and mentally able to fully perform the job duties. The City may require a medical certification from the Officer or

his physician stating that the Officer is able to resume the performance of his/herusual

and customary job duties.

5. Officers shall not accrue seniority or any other benefit while on this leave.
6. The City shall continue to maintain coverage under the applicable group health plan for the duration of the Officer's leave. The Officer must continue to pay any portion of the premium that is required by the Insurance Article in this agreement.
7. The Officer shall be required to take any accrued vacation or sick leave as a part of the leave.
8. The City shall require the Officer to report periodically on his/her status and intention to return to work.
9. The aggregate number of weeks shall be limited to twelve (12) when both the husband and wife are employed by the City.
10. An employee who is the spouse, child, parent, or next of kin of a covered service member may be granted up to 26 weeks of leave in a "single 12-month period to care for a service member who has a serious injury or illness incurred while on active duty. The City requires certification of the family member's serious injury or illness, both before the leave begins and on a periodic basis thereafter, by the family member's health care provider.

ARTICLE XXI

DEATH IN FAMILY LEAVE

Officers shall be granted up to a maximum of 36 hours off, with regular pay, due to a death in the immediate family. For purposes of this section, "Immediate Family" shall mean the Officer's spouse, child, parent, spouse of a parent, sibling, spouse of a child, parent of spouse, grandchild, grandparent, spouse of sibling, or any relative who is a member of the immediate household.

ARTICLE XXII

JURY DUTY

When an Officer is called to jury duty, he/she shall be compensated at his/her normal rate of pay (excluding overtime) regardless of money received for jury service. In order to receive such pay and benefits, the Officer must present his/her official notification of jury service to his/her immediate supervisor.

ARTICLE XXIII

MILITARY LEAVE

SECTION I

MILITARY LEAVE. An Officer who leaves his/her 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 any 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 held at the time of induction, enlistment or orders to active Federal or State military duty or service, or to a position of like seniority, status and pay, if still physically and mentally qualified to perform the duties of such position.

The officer shall make written application for employment within ninety (90) days after discharge or release.

SECTION II

ANNUAL MILITARY TRAINING. An Officer shall be entitled to leave of absence without loss of time or efficiency rating or vacation time or salary on all days during which he or she shall be engaged in authorized training or duty ordered or authorized by proper authority, not to exceed fifteen (15) days in one calendar year.

SECTION III

Any Officer ordered to military leave, annual duty training or emergency call-up shall request such leave in advance and shall provide the City with a copy of the official orders.

SECTION IV

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XXIV

RETIREMENT PLAN

Officers in the Police Department shall continue to participate in the Texas Municipal Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended, to the same extent and with the same City and Officer contributions as other City employees which shall be set at 7%: 2 to 1 match. Effective January 1, 2016 the City shall adopt the 7% 2:1 match.

ARTICLE XXV

SAFETY AND EQUIPMENT

SECTION I

GENERAL. Within the City's available revenues, and balanced against the other demands upon such revenues, the City is committed to place a high priority on the acquisition and maintenance of such equipment. The safety of Officers and the public shall be the foremost consideration in the City's equipment maintenance program. Whenever an Officer determines the vehicle that has been designated for him/her to drive is not safe for operation, the Officer shall immediately notify his/her supervisor who shall provide an alternative vehicle. The vehicle shall then be examined and restored to safe condition. At the first opportunity thereafter, the Officer shall execute a report wherein the unsafe condition is described. Prior to returning the vehicle to service, a copy of a mechanic's work order addressing each unsafe condition note in the Officer's report shall be forwarded to the Sergeant's office. In addition, City shop will provide monthly vehicle maintenance reports to the Sergeant's office.

SECTION II

VEHICLES, COMMUNICATIONS EQUIPMENT AND UNIFORMS. Vehicles may be assigned on a take-home basis by the Chief or his/her designee whenever the interests of the Department, including assignments to those Officers who are regularly called to perform work outside of their regular work schedules, are best served by such assignments. Clear criteria for take-home car and radio assignments and off duty uniform use shall be developed by the City and posted on the Department's bulletin board.

The City and the Association, recognizing the benefit of uniformed police presence within the City, agree that it is in the interest of both the City and its Officers, to allow Officers who work extra jobs within the City limits of the City, to wear City of La Marque police uniforms. Recognizing that it is also in the interest of the City to create an environment of maximum safety for its officers, the City further agrees that Officers are authorized to use and

monitor City issued police radios while working extra jobs within the City limits.

SECTION II

BULLET-PROOF VESTS. The City shall equip each officer with body armor. Each officer will be issued body armor upon entry into the La Marque Police Department. Each officers' issued body armor will be replaced according to the manufacturer's advertised life span of the body armor.

SECTION IV

DUTY GEAR. Each officer will be issued one plain leather "duty rig" comprising of duty belt, magazine holder, two handcuff holders, flashlight ring and keepers.

SECTION V

PATROL CAR CAGES. All vehicles that are used to transport prisoners will be equipped with cages that provide a proper barrier between the Officer and the prisoner, and that protects the Officer from any bodily fluids that may be expelled at the Officer from the prisoner. The rear vision of the Officer shall not be unreasonably impaired by this equipment.

SECTION VI

FLASHLIGHTS. Each Officer shall be issued a rechargeable flashlight and charger.

SECTION VII

CLOTHING AND EQUIPMENT ALLOWANCE. Each Officer shall initially receive an issue of three complete sets of uniforms. Included will be three long sleeve and three short sleeve shirts, three pairs of uniform pants, one light uniform jacket, a complete set of rain gear, one badge and one complete Class A dress uniform with all adornments.

Each Officer shall be entitled to have any of the above clothing and equipment replaced as needed for normal wear and tear, except that if lost or destroyed as a result of negligence or failure to follow written rules or procedures, the Officer may be required to replace such items.

Each Officer shall receive eighty-five dollars (\$85.00) monthly for uniform maintenance and cleaning, purchase of ammunition, and for maintenance of the service weapon.

Officers shall keep their clothing and equipment in good condition that results in a neat and professional appearance and properly functioning equipment.

SECTION VIII

HEADGEAR. Headgear worn while performing patrol functions will be at the discretion of each officer. However, any headgear items to be worn on patrol will be uniform and must be approved by the Chief of Police.

SECTION IX

FOOTWEAR. Uniformed Officers shall wear black military style lace-up dress shoes or black "Wellington" style boots while in uniform. Boots must have rubber grippers on the soles. Unless inappropriate due to specific duty assignment, Officers shall report for duty with clean and shined footwear.

SECTION X

DUTY WEAPONS. The Chief shall determine the specifications for all on-duty firearms, and the weapon carried by each Officer must fully conform to such specifications

The City shall purchase an approved firearm for each new Officer, upon the Officer's request, who does not have an approved weapon upon employment.

For Officers who have a minimum of two (2) years of service with the Department, the City may at its discretion purchase a firearm approved by the Chief of on-duty use. The amount paid by the City toward the purchase of a firearm shall not exceed five hundred dollars (\$500.00). Only one such purchase shall be allowed per Officer within a three (3) year period.

In either case, the requesting Officer shall provide the Chief with an executed Payroll Deduction Authorization form provided by the City prior to the purchase, and the City shall be fully reimbursed, through payroll deduction by the Officer.

If an Officer separates from the City's employment before the City has been fully

reimbursed, the amount still owed shall be deducted from any monies owed to the terminating Officer by the City. In the event that a terminating Officer's final pay is insufficient to enable the City to recover the remaining amount due, the Officer shall either pay the City the entire balance owed, or shall turn in the firearm to the Chief of Police. Payroll deduction shall begin with the first appropriate pay period after the Officer has received the firearm, and the City shall be reimbursed for the entire amount within ten (10) months from the date of purchase.

SECTION XI

PRE-EMPTION OF CHAPTER 143. To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXVI

TRAINING

The City shall provide the number of training hours required by the Texas Commission on Law Enforcement (TCOLE). The cost of such training shall be paid by the City, and the Officers shall not suffer loss of pay while in attendance at such training.

All training shall be scheduled and the affected Officer notified of the training date and time at least seven (7) calendar days prior to the scheduled date for such training.

The City shall provide firearms qualification as may be required by TCOLE or by the Department. Each Officer shall qualify with each weapon that the Officer is authorized by the Chief to use for departmental duty or is required by the Chief to carry while off-duty. Ammunition shall be furnished by the City for the first two (2) attempts only, and reasonable on-duty time for such qualification at a prescribed course shall be authorized by the Chief. A two-day notice of firearms qualification is all that is required by the Chief. Failure to meet TCOLE requirements for weapons qualifications may be cause of discipline at the Chief's discretion.

The Police Departments Physical Fitness Program which has been developed and is administered by the Department's Health and Safety Committee, may be modified to from time to time with the concurrence of the Association through a signed Memorandum of Understanding between the Chief and the Association if approved by the La Marque City Council. With the concurrence of the La Marque City Council, the Chief and Association, the Health and Safety Committee may determine what four fitness exercise components will be used to promote fitness. A graduated incentive will be paid based on successful completion of each of the four selected exercise components based on the monetary incentive amounts incorporated below. The current program provides for a quarterly testing procedure and the City will pay all certified police personnel that pass the exercise components, a benefit of up to five hundred (\$500) per each quarter with a passing score for a maximum benefit for each officer of two thousand (\$2000) per year. All payments earned in the calendar year for passage of the physical fitness testing will be paid to officers on or about December 15 of the calendar year in which the benefit is earned, or upon the termination of their employment with the City. The program is subject to reevaluation on an annual basis and may be revised in whole or in part at that time, provided that the La Marque City Council, Chief of Police and the Association agree with revisions or new provisions.

ARTICLE XXVII

OFF-DUTY EMPLOYMENT

Officers shall be permitted to work off-duty employment consistent with guidelines established by the Department. Each Officer shall be provided with a copy of the guidelines. Permission to work such jobs shall not be unreasonably withheld, and no Officer shall be required to perform off-duty employment. All work that is assigned by the Department shall not be considered as off-duty employment.

ARTICLE XXVIII

PHYSICAL AND MENTAL STANDARDS

Any question regarding the physical or mental fitness of an Officer shall be resolved under Chapter 143.

ARTICLE XXIX

CLASSIFICATION AND PROMOTIONS

SECTION I

The Police Department shall consist of Officers, Corporals, Sergeants, and Lieutenants and any additional classifications as may be adopted by the City Council. These classifications shall be civil service ranks and shall be governed by Chapter 143 of the Local Government Code and the Local Civil Service Commission rules and regulations as set forth for each of the existing ranks, to include promotion exams. All promotions, except for a single position immediately below the rank of Chief of Police and above the rank of Lieutenant, shall be filled in accordance with Chapter 143 of the Local Government Code. Should the City Council adopt additional classifications by any other name below the rank of Chief and above the rank of Lieutenant, the Chief may only appoint one single position directly below the rank of Chief.

SECTION II

EXEMPT POSITION. Upon execution of the Release of Liability Agreement, a copy of which is Attachment 2 of this contract, the Chief may appoint from within the bargaining unit, at his sole discretion one (1) position below the rank of Chief. The person so appointed shall serve at the pleasure of the Chief of Police and may be demoted to his previously held rank without cause. No Officer shall be coerced, threatened or otherwise intimidated in an effort to cause him/her to accept this position. In no event shall any demoted appointee cause another member of the bargaining unit to be demoted because of the appointee's returning to a previously held position. The City shall authorize additional staffing positions to avoid such "bumping"; however the City may reduce the extra position later by attrition to the previous authorized number of positions.

The City agrees that it shall require the execution of the Release of Liability Agreement prior to such appointment and shall immediately provide the original document to the Association President.

SECTION III

PRE-EMPTION OF CHAPTER 143. To the extent that any 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.

ARTICLE XXX

PROBATIONARY PERIOD

SECTION I

As a condition of employment, all Patrol Officers will serve a probationary period of one (1) year from the date of employment as a Police Officer. This does not include time *off* for injury and illness and the probation period will be extended any time a probationary Officer is *off* work for seven (7) or more consecutive days due to illness or injury.

SECTION II

During the initial probationary period, the Patrol Officer is an at-will employee and may be discharged without cause. The probationary Officer is not covered under Internal Investigations, Disciplinary Actions, and Dispute Resolution Procedure Articles, except where the Agreement utilizes the Articles to protect his/her rights where covered elsewhere within the contract such as receiving Holidays, Uniforms, Salaries, Compensatory Time, etc.

SECTION III

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XXXI

ALCOHOL/SUBSTANCE ABUSE

SECTION I

The Employer may implement a policy that may require any Officer to submit to a urine or blood screening test for illegal drugs or excessive use of alcohol when there is (1) reasonable cause to believe that the Officer may be involved in alcohol or substance abuse; (2) on a random basis; (3) following accidents; and (4) upon return from medical leave of absence or injury leave. If random testing is conducted, the Employer will utilize a computer generated method for selecting Officers to be tested.

SECTION II

In all cases in which an Officer tests positive for a prohibited substance, the Employer shall direct a second urine or blood screening test from the same sample and from a second testing laboratory.

SECTION III

In cases of a positive drug test or of alcohol abuse, the Employer shall consider all factors leading to such abuse, and may direct treatment for this condition in lieu of disciplinary action, at the sole discretion of the Chief. The results of the drug or alcohol test shall be maintained in the Officer's personnel file within the confidential medical section of the file.

SECTION IV

Any policy implemented by the Employer relating to this issue shall be in conformance with the Federal Drug Free Work Place Act and the Texas Worker's Compensation Act.

SECTION V

PRE-EMPTION OF CHAPTER 143 . To the extent that any provision of this Article conflicts with or changes Chapter 143, Chapter 174 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provisions.

ARTICLE XXXII

AFFIRMATIVE ACTION

SECTION I

The Association acknowledges that the Employer is empowered to establish and maintain an Affirmative Action program, which provides for equal employment opportunity for entry level positions in the Department for all qualified persons, regardless of race, religion, sex, creed, color, national origin, handicap, or other non-merit factor.

SECTION II

The goal of the Employer is to establish an Affirmative Action Plan that will ultimately achieve a composition of the workforce in the Department that will be reflective of the makeup of the community with regards to the employment of qualified minorities and women.

SECTION III

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

SECTION I

STRESS LEAVE AND COUNSELING. Any Officer who takes the life of, or causes the serious injury to another person, in the performance of his/her job duties, or who likewise sustains serious injury as a result of the overt act of another person, shall be provided with initial psychological or psychiatric screening treatment at the expense of the City if requested by the Officer. If subsequent psychological or psychiatric treatment is recommended in a narrative report provided to the Officer and the City by the attending professional, such treatment shall be provided at the expense of the City upon the approval of the Chief.

Any Officer requesting such treatment shall provide information concerning the anticipated length and frequency of such treatment. The Officer receiving such treatment shall not suffer loss of pay due to required absence from duty to receive such treatment. Outpatient treatment shall be allowed for a period of time not exceeding one calendar year from the date of the incident.

SECTION II

REIMBURSEMENT FOR DAMAGED, OR STOLEN **ITEMS.** Upon submission of a written request for replacement, reimbursement or repair to the Chief, the City shall reasonably reimburse any Officer for the replacement value or repair for any professional or personal equipment item that is damaged, destroyed or stolen (including clothing) as a direct consequence of job-related activity. The written request shall provide a description of the item(s) for which reimbursement, replacement or repair is being sought, proof of value, and an explanation of the circumstances causing the damage. This section shall not apply to any item damaged, destroyed or stolen due to an Officer's negligence or failure to adhere to Departmental policy, nor to any personal item, except clothing, not worn in the interest of the Department. The Chief shall make the final determination as to what is reasonable.

1. Police Professional Equipment Items: Items that are recognized professional equipment necessary for the performance of Police Officer duty. Reimbursement will not exceed \$1,000 (one thousand dollars) per occurrence.
2. Personal Items: Items identified as industry standard gear used or worn in the normal course of duty as a Police Officer, but are not exclusively Police Officer

items and are not extravagant in nature or cost. Reimbursement will not exceed \$500 (five hundred dollars) per occurrence.

SECTION III

BADGE UPON RETIREMENT. Each Officer who retires from the La Marque Police Department shall be given his/her badge at no cost to the Officer.

SECTION IV

PERSONNEL FILES. The City shall maintain one master personnel file for each Police Officer. The personnel file shall contain any letter, memorandum, or any other document relating to:

1. Any commendation, congratulation or honor bestowed on the Officer for an action, duty, or any activity relating to the Officer's official duties.
2. Any periodic evaluation of the officer by supervisory personnel.
3. Any complaints, reprimands, or any other documents pertaining to disciplinary action. A copy of any such document of this nature shall be given to the Officer prior to the time that the document is placed into the file. The Officer shall have the opportunity to file a written response to any such document within ten (10) working days after receipt of a copy. Any response shall be attached to the document which is placed in the personnel file. Six (6) months after a Letter of Counseling or a Letter of Reprimand has been placed in the Officers file, the Officer may request through a memo that his/her letter of counseling or reprimand be removed from the file after a review and at the discretion of the Chief of Police.
4. Necessary records, such as, but not limited to college transcripts, training and pay records, employment application and other related pre-employment documents, accident and injury reports, medical and psychological reports, certification data, attendance records and promotional history.
5. A letter, memorandum, or document relating to alleged misconduct by an Officer may not be placed in the Officer's personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct. Any such documents placed in the officer's personnel file as provided herein that do not result in a disciplinary charge after a hearing, shall be removed from the Officer's file if the disciplinary action was determined to have been taken without just cause, or if the charge of misconduct was not supported by sufficient evidence.

Any Officer may review his/her personnel file at a pre-arranged, mutually acceptable time and in the presence of the appropriate representative of the City. The Officer should make an appointment to review his file.

The Employer may not release any information contained in an Officer's personnel file without first obtaining the Officer's written permission, unless such information is exempted from release under the Texas Public Information Act, and is properly requested for release. In the event of release of information, the officer shall be notified accordingly.

PRE-EMPTION OF CHAPTER 143. 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.

SECTION V

BULLETIN BOARDS. The Association may maintain one (1) bulletin board, no larger than three (3) feet by three (3) feet, at the Police Station in a conspicuous location approved by the Chief. No information shall be placed on any bulletin board on the Employer's property which is personally critical of any individual, or of the Association or of management representatives of the City. No endorsement or "non- endorsement" of any candidate for public office shall be placed on bulletin boards; however, this does not prohibit Association announcements concerning political forums, receptions, etc.

SECTION VI

PROVISION OF COPIES. The Employer shall provide to each officer a copy of this Agreement, all special orders, general orders, training bulletins, City Personnel Policy, Police Department Operations Manual, Departmental Rules and Regulations, Penal Code, and traffic code updates, and applicable City ordinances.

SECTION VII

JOINT RESPONSIBILITY RECOGNITION. The Employer and the Association recognize their joint responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement.

SECTION VIII

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XXXIV

INTERNAL INVESTIGATIONS

SECTION I

CONDUCT OF INTERVIEW. In all investigations alleging serious misconduct or criminal activity by a Police Officer and which are initiated as the result of a citizen complaint, the complaining citizen(s) shall be required to submit a written statement to an Officer assigned to Internal Affairs and that statement must be signed by the complainant in the presence of the receiving Officer or City Clerk. The City may designate a location other than the Police Department for the taking of the statement. For purposes of this section, "Serious misconduct" means some action, or failure to act, by a Police Officer, which, if found to be true could result in the termination of the Officer for that offense alone.

The provisions of this Section do not preclude the Chief from conducting administrative investigations nor does it preclude the Chief from ordering an internal investigation for complaints other than serious misconduct or criminal activity. A statement is not required in advance where a complaint does not allege serious misconduct or criminal activity.

Prior to commencing the investigation, the Officer shall be informed of the general nature of the investigation, and shall be provided with sufficient information to properly apprise the Officer of the allegations.

All persons present in the interview shall be identified to the Officer by name, rank and agency.

The interview shall be completed with reasonable dispatch, and reasonable respites shall be allowed. Sufficient time shall also be provided to the Officer for attending to basic and essential personal necessities.

The Officer shall not be threatened, harassed or intimidated, or offered any type of inducement due to answers or non-answers to questions posed to the Officer during the interview process. The Officer may be informed, however, that his/her conduct can, or has, become the subject of disciplinary action, for which the appropriate measures of punishment may be administered.

Nothing in this section shall prevent or impede the Chief, or other appropriate supervisor, in the conduct of the business of the Department, from entering into immediate and direct discussion with, or making legitimate inquiry of any Officer who has not yet been formally identified as the target of an investigation.

SECTION II

RIGHT TO CONTACT ATTORNEY. In all cases where an Officer is to be interviewed concerning an alleged act which, if proven, may result in temporary or permanent dismissal from the Department, the Officer shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice, and/or a representative of the Association before being interviewed.

An attorney of the Officer's own choosing and/or a representative of the Association may be present during the interview. In the event that the Officer appears with an Association representative or attorney, the Chief or other involved Officer(s) shall have the option of continuing or terminating the interview. In lieu of an interview, the Chief may provide the affected with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response, sworn to and notarized under oath.

If an Officer is under arrest, or is likely to be, due to being a suspect or target of a criminal investigation, the Officer shall be given Miranda Decision rights.

The Officer shall be given an exact copy of any written statement that he/she may execute.

SECTION III

COMPELLED TESTIMONY. There shall be no legal or administrative requirement, including but not limited to subpoena power or an order from the City Manager or the Department, that an officer appear before or present evidence to any individual, panel, committee, group, or forum of any type involved in Citizen Oversight. Citizen oversight involves any individual, panel, committee, group or forum independent of the law enforcement agency with responsibility for reviewing either citizen complaints against officers, or the policies and practices of the agency, or both. This provision has no application to any independent investigation authorized by the Chief of Police, regardless of whether the independent investigation was recommended by the City Council, City Manager, or Citizen's Review Panel, or to any hearing of an appeal of disciplinary action pursuant to this Agreement and/or Chapter 143 of the Texas Local Government Code. Police officers remain subject to orders or subpoenas to appear and provide testimony or evidence in such investigations or hearings.

SECTION IV

RECORDING OF INTERVIEW. An Officer shall have the right to have the interview audio recorded, provided the Officer furnishes the audio recorder and advises all parties of the recording in advance. The Chief or his/her designee shall have the same right. Neither an Officer nor a representative of the Chief shall record a conversation between an Officer and a representative of the Chief without disclosing the intent to record prior to the conversation.

SECTION V

NOTIFICATION OF FINDINGS. The Chief shall provide written notice in a sealed envelope, to the individual Officer of the final status of any complaint filed with the Police Department. The officer shall sign an acknowledgment of receipt of the notice.

SECTION VI

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XXXV

DISCIPLINARY ACTIONS

SECTION I

AUTHORITY. The Chief shall, for just cause, have authority to demote, suspend without pay not to exceed fifteen (15) days, or terminate any Police Officer for the causes set forth in the Rules and Regulations of the Police Department and for violations of this Agreement, Civil Service Rules and the city's personnel policies. An Officer may appeal such actions, if any, as provided herein. An Officer who is passed over as a candidate on any promotional eligibility list may appeal the Chief's decision to do so under this Article. Both disciplinary actions and being passed over for promotion that are unsatisfactory to the Officer shall be first appealed for remedy and resolution through this Article before any other remedy is sought, unless precluded by law.

SECTION II

NOTICE AND SERVICE. The Chief shall provide a written statement to any Officer to whom disciplinary action is administered or who is passed over for promotion, stating the action and reasons therefore. The notice shall point out the particular rule or rules alleged to have been violated by the Officer, and the specific act(s) or omission(s) upon which the action is based. The notice shall also advise the Officer of his/her right of appeal, and the applicable time frame within which the appeal must be effected.

If the Chief is unable to secure personal delivery of the notice to the Officer after due diligence, the notice may be delivered to the President of the Association, and proof of such service shall be sufficient to support any disciplinary action.

PRE-EMPTION OF CHAPTER 143. 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.

SECTION III

APPEAL. An Officer who is disciplined or passed over for promotion pursuant to this Article must appeal to the Chief's written charges to the City Manager or his/her designee within ten (10) business days. Said appeal shall be in writing, and shall include a statement of facts upon which it is based with reasonable details to assist in resolving the dispute, the remedy or adjustment sought, and the signature of the appealing Officer. The City Manager or his/her designee shall render a written decision and provide a copy of same to the

Officer within fifteen (15) business days.

PRE-EMPTION OF CHAPTER 143. 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.

SECTION IV

APPEAL TO CIVIL SERVICE COMMISSION OR TO THIRD PARTY HEARING EXAMINER. If an Officer does not accept the decision of the City Manager, or his/her designee, he/she may, within ten (10) business days of receipt of the decision, appeal the disciplinary action, demotion, or promotion Passover, in writing, pursuant to Chapter 143.

PRE-EMPTION OF CHAPTER 143. 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.

ARTICLE XXXVI

DISPUTE RESOLUTION PROCEDURE

SECTION I

SCOPE OF PROCEDURE. The City and the Association agree that a just and equitable method for the resolution of disagreements between the parties regarding the interpretation of the provisions of this Agreement is necessary. Matters involving the interpretation, application, or alleged violation of a specific provision of this Collective Bargaining Agreement shall be subject to this Article. Any Officer(s) aggrieved by matters involved in dispute resolution shall first seek resolution through this Article before seeking any other remedy unless precluded by law.

SECTION II

LIMITS. The parties shall adhere to the time limits as set forth in this Article. In the event that the Officer or the Association fails to meet the time limits at Step One (1) of this procedure, the dispute shall be considered satisfied, and no further action shall be taken. Failure by the Association or the City to meet the time limits at any other Step shall be considered an unsatisfactory response, and shall automatically allow the dispute to proceed to the next Step. Such time restrictions may be waived by mutual consent of the parties.

SECTION III

PROCESS. A dispute as defined in Section One (1) above shall be handled as follows:

STEP 1. Each Officer is encouraged to attempt an informal solution to impending disputes by verbally apprising his/her immediate supervisor of same as soon as is possible. If the dispute is not resolved by the supervisor, or if the Officer chooses to by-pass an informal resolution attempt, he/she shall submit the issue in writing to the Chief within twenty (20) business days of the Officer's actual or constructive knowledge of the occurrence of the event causing the problem.

In the case of a dispute triggered by an action or inaction of a party beyond the authority of the Chief, the grievance may be initiated at Step 2.

The President of the Association, or his/her designee, may file a class action grievance on behalf of any bargaining unit members similarly situated at Step 2 above.

within twenty (20) business days of the Officer's actual or constructive knowledge of the occurrence or event causing the problem.

The grievance shall include:

1. A statement of the grievance and all facts on which it is based.
2. Any and all sections of the Agreement which have allegedly been violated.
3. The remedy or adjustment sought, if any.
4. The signature of the Officer.

The Chief or his/her designee shall provide a written response within twenty (20) business days after his receipt of the Officer's statement.

STEP 2. If the dispute is not resolved at Step 1, the Association shall determine if a grievance exists. Said determination shall be made by an Association Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) days of the Step 1 ruling, including presentation of the dispute or grievance at Step 3, if such action is opted by the Committee.

In the event that the Committee determines that a valid dispute exists, the Association, representing the aggrieved Officer, shall proceed to Step 3. In the event that the Grievance Committee decides that no dispute exists, there shall be no further action taken under this procedure.

STEP 3. If a dispute or grievance is believed to exist, it shall be presented in writing to the City Manager or his/her designated representative, who shall have twenty (20) business days to act on the grievance, render a decision, and advise the Association President of that decision in writing. The Step 3 grievance form will include a statement stating why the Step 1 response from the Chief is rejected and provide reasonable details in assisting to resolve the dispute.

The City Manager may choose, but is not required, to meet with the Association President and the Association's representative, if mutually agreed by the City Manager and the Association President, at this Step, in an attempt to resolve the dispute. If such meeting is agreed to, the City Manager may include any other representatives he/she so chooses to be present at this meeting. In the event that the dispute is not resolved at this meeting, none of the parties may use information obtained solely from this meeting in any future arbitration hearings.

The sole intent of this provision is to promote open discussions by the parties in attempting to resolve disputes prior to invoking any further Sections of this Agreement.

STEP 4. If the grievance is not resolved at Step 3, and if the Association wishes to pursue the grievance further, then both parties agree to mediate the grievance utilizing the services of the FMCS. The Association must notify the City of its desire to mediate the grievance within twenty (20) business days of receipt of the written response from the City Manager. Mediation will be scheduled as soon as reasonably practicable. No information provided in statements made during the grievance mediation may be used by either party in any future arbitration hearing.

STEP 5. If the grievance has not been settled at Step 4, the Association shall have ten (10) business days from the date that the mediation is concluded in which to appeal the grievance to arbitration. An appeal from the Association shall be submitted in writing to the City Manager or his/her designated representative.

SECTION IV

ARBITRATION. If a dispute is submitted to Arbitration, the City and the Association shall attempt to agree within five (5) business days upon an arbitrator who resides in the State of Texas. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) business days, a list of seven (7) qualified neutrals who are members of the National Academy of Arbitrators shall be requested jointly by the parties, or by either party, from the Federal Mediation and Conciliation Service.

Within five (5) business days from receipt of this list, the Association and the City shall meet and alternately strike names on the list until one name remains and that person shall be the arbitrator. A coin toss shall decide which party strikes first.

In the event that the parties are unable to obtain a list of arbitrators from the Federal Mediation and Conciliation Service that contains arbitrators exclusively from the State of Texas, a list of eleven (11) arbitrators shall be requested by the parties in lieu of the list of seven (7), and the City and the Association shall meet and jointly strike all names of Arbitrators who reside outside the State of Texas. After all of the outside Arbitrators are stricken, if an even number of names remains on the list, the last remaining name shall be stricken.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. If there is a question of arbitrability, including but not limited to whether the appropriate time limits have been followed, these issues shall be submitted to and decided by the arbitrator in advance. No evidence on the merits of the dispute shall be introduced before the arbitrator rules on arbitrability and timeliness issues. The parties, by mutual agreement, may request that the hearing be held in

accordance with the Expedited Labor Arbitration Rules, which are found as Attachment 1 to this Agreement, and are incorporated herein by reference.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue(s) presented, and shall confine his/her decision to the interpretation of this Agreement. The Arbitrator shall be confined to the precise issue submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her. Payment of any award by an arbitrator in excess of five thousand dollars (\$5,000.00) may be deferred until the City's next fiscal year. The decision of the Arbitrator shall be final and binding upon the City and the Association, except where the award is procured by bias, fraud, collusion or other unlawful means.

The City shall bear the expense of any witness (es) called by the City. The Association shall bear the expense of any witness(es) called by the Association, except that employees of the City of La Marque who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The City and the Association shall share equally the fees and expenses of the Arbitrator.

ARTICLE XXXVII

SAVINGS CLAUSE

SECTION I

EFFECT OF ILLEGAL PROVISIONS. Should any provision of this Agreement be subsequently declared by competent judicial authority to be unlawful or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION II

PRE-EMPTION OF LOCAL GOVERNMENT CODE AND OTHER PROVISIONS. The provisions of this Agreement shall supersede the provisions of any statute, executive order, local ordinance, or rule which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143 of the TEXAS LOCAL GOVERNMENT CODE; the City Charter of the City of La Marque, Texas; ordinances of the City of La Marque; Rules and Regulations of the La Marque Civil Service Commission; and policies and procedures of the La Marque Police Department.

ARTICLE XXXVIII

COMPLETE AGREEMENT CLAUSE

SECTION I

The Employer and the Association agree that, subject to the Maintenance of Standards Article, the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein.

SECTION II

The parties hereto acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make, advance, and discuss all proper subjects of collective bargaining, and the agreements herein contained were arrived at after free exercise of such rights and opportunities. The Employer and the Association, for the term of this Agreement, specifically waive the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

It is specifically provided that there shall be no further negotiations, except by mutual agreement, of any subjects contained within this Agreement.

SECTION III

Neither party shall make or permit any agreement, understanding or contract with any person, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

SECTION IV

All modifications of this Agreement must be made in writing and signed by both the Employer and the Association before such modifications shall become effective.

SECTION V

This Agreement has been executed this ____ day of _____ 2021, in duplicate counterparts, each of the pages hereof having been initialed and dated by the subscribing parties.

APPROVED

Keith Bell
Mayor

La Marque Police Association
President Gilberto Rodriguez

Joe Compian
Mayor Pro – Tem District B

La Marque Police Association
Vice President Kenneth Hernandez

Kimberley Yancy
Councilmember District A

La Marque Police Association
Secretary Brittany Shores

Michael Carlson
Councilmember District C

La Marque Police Association
Treasurer Dashiel Cantu

Casey McAuliffe
Councilmember District D

Randall Aragon
Interim City Manager

ATTACHMENT I

EXPEDITED LABOR ARBITRATION RULES

1. Agreement of Parties - these Rules shall apply whenever the parties have agreed to arbitrate under them, in the form obtained at the time the arbitration is initiated.
2. Appointment of Neutral Arbitrator - As agreed to in the basic Agreement.
3. Initiation of Expedited Arbitration Proceeding - Cases may be initiated by joint submission in writing, or in accordance with a Collective Bargaining Agreement.
4. Qualifications of Neutral Arbitrator - No person shall serve as neutral Arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting any appointment, the prospective Arbitrator shall disclose any circumstances likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that Arbitrator or communicate the information to the parties.
5. Vacancy - The AAA is authorized to substitute another Arbitrator if a vacancy occurs or if an appointed Arbitrator is unable to serve promptly.
6. Time and Place of Hearing - The AAA shall fix a mutually convenient time and place of the hearing, notice of which must be given at least twenty-four (24) hours in advance. Such notice may be given orally.
7. Representation by Counsel - Any party may be represented at the hearing by Counsel or other representative.
8. Attendance at Hearing - Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator may require the retirement of any witness during the testimony of other witnesses. The Arbitrator shall determine whether any other person may attend the hearing.
9. Adjournments - Hearings shall be adjourned by the Arbitrator only for good cause, and an appropriate fee will be charged by the AAA against the party causing the adjournment.
10. Oaths - Before proceeding with the first hearing, the arbitrator shall take an oath of office. The Arbitrator may require witnesses to testify under oath.
11. Stenographic Record - There shall be no stenographic record of the proceedings.
12. Proceedings - The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make or take appropriate minutes of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing within five (5) days.

13. Arbitration in the Absence of a Party - The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence.
14. Evidence - The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.
15. Evidence by Affidavit and Filing of Documents - The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitrator shall be filed at the hearing. There shall be no post-hearing briefs.
16. Close of Hearings - The Arbitrator shall ask whether the parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.
17. Waiver of Rules - Any party who proceeds with the arbitration after knowledge that any provision or requirement of the Rules has not been complied with, and who fails to state his/her objections thereto in writing, shall be deemed to have waived his/her right to object.
18. Serving of Notices - Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or for the entry of judgment on an award made thereunder, may be served upon such party (a) by mail addressed to such party or its attorney at its last known address, or (b) by personal service, or (c) as otherwise provided in these rules.
19. Time of Award - The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by all parties, not later than five (5) business days from the date of the closing of the hearing.
20. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.
21. Delivery of Award to Parties - Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the ruling of the award in any manner which may be prescribed by law.
22. Expenses - The expenses of witnesses for either side shall be paid by the party producing such witnesses.
23. Interpretation and Application of Rules - The Arbitrator shall interpret and apply these Rules insofar as they relate to his/her powers and duties. All other Rules shall be interpreted and applied by the AAA, as administrator.

ATTACHMENT 2

RELEASE OF LIABILITY AGREEMENT

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

I

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

II

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

III

I, by execution of this Agreement, do not relinquish my right under Article _____, Disciplinary Actions, to be terminated from employment for cause only and to appeal any termination of any employment pursuant to that Article. Nor do I relinquish my right upon voluntarily or involuntarily relinquishing the position of _____ to assume the position of _____ within the La Marque Police Department. In such event, I will have the full protection of the La Marque Police Association after the effective date that I assume such position without requirement of payment of any back dues, assessments, charges or penalties of any other type.

IV

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

Executed this _____ day of _____, _____

By: _____

Accepted: _____
President, La Marque Police Association

Accepted: _____
City Manager, City of La Marque