



COLLECTIVE BARGAINING LABOR AGREEMENT

Between The

CITY OF IMPERIAL CITY

And The

**WORKERS' RIGHTS ASSOCIATION
("WRA")**

Fiscal Years 2017 and 2018



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ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are the IMPERIAL CITY (“the CITY” or “the EMPLOYER”), and the WORKERS RIGHTS WRA (“WRA” or “ASSN”).

Section 2. The IMPERIAL CITY, is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipalities under the Constitution and the Laws of the State of Texas.

Section 3. The WRA is an WRA qualifying under Chapter 174, Texas. Local Gov’t Code (“TLGC”).

Section 4. References to the CITY and the WRA jointly shall be to the “PARTIES.”

ARTICLE 2. RECOGNITION CLAUSE

Section 1. The CITY OF HARLINGEN hereby recognizes the WRA as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 143, TLGC.

Section 2. This Labor Agreement shall be binding upon the successors and assignees of the PARTIES.

ARTICLE 3. AUTHORITY AND TERM

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall be for a period of two years, beginning on October 1, 2017 and ending on September 30, 2019.

Section 2. Evergreen Clause. If the parties have not completed a new agreement by end of the contract term specified above, the terms of this Labor Agreement shall nonetheless continue in effect without change until it is modified or otherwise superseded by a new or modified agreement, but in no event shall the Labor Agreement continue beyond September 30, 2017.

ARTICLE 4. MAINTENANCE OF STANDARDS

Section 1. The parties understand that the CITY will maintain standards regarding the legitimate subject of bargaining.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. The parties understand that the management and direction of the work force is vested exclusively in the CITY as the employer.

ARTICLE 6. HIRING – ENTRY LEVEL LISTS

Section 1. Objective. To modify existing Chapter 143, TLGC procedures to expand the pool of eligible candidates that the CITY may draw from in hiring law enforcement personnel and to expedite the hiring process.

Section 2. Existing Chapter 143, TLGC policies, practices and procedures shall continue to be used, subject to the further modifications contained in this Article.

Section 3. Additional Points. In addition to test points for military service, as provided for in Chapter 143, TLGC, an applicant shall also be entitled to points based on the following experience:

A. TCLEOSE Certifications. Existing certifications shall be entitled to the following points:

- 1) Basic - 3points
- 2) Intermediate - 5 points;

B. The foregoing points shall not be awarded unless the applicant first scores a minimum passing grade of 70 on the entrance examination.

Section 4. Certified Lists. Civil Service Commission shall continue to constitute a certified list in accordance with Chapter 143, TLGC requirements; provided, however, that upon application by the City Manager or Police Chief, or Union President, the Civil Service Commission may, in its discretion, authorize that an existing certified list be updated or modified, even if an existing list has not expired or been exhausted.

Section 5. The foregoing provisions shall supersede any civil service rules and regulations to the contrary.

Section 6. The parties agree that implementation issues that may arise during the contract may be resolved by consultation between the City Manager and the Union President or their designee without the need to re-open the contract.

ARTICLE 7. PROMOTIONS

Section 1. Assistant Chief. The City may create and appoint up to two Assistant Chief positions.

A. Minimum Qualifications. The Assistant Chief positions shall meet the following minimum qualifications:

- 1) the appointee must be eligible for certification by TCOLE at the intermediate level or above; and,
- 2) must have served as a bona fide law enforcement officer for a minimum of five years

B. Up to one person holding the rank of Assistant Chief at any given time may, but need not, be chosen from outside of the department.

Section 2. Deputy Chiefs, Commanders and Sergeants. The City shall fill each vacancy in the rank of Deputy Chief, Commander and Sergeant using the statutory promotional mechanism provide in Chapter 143, TLGC, except as follows:

A. For a promotional candidate to receive seniority points, the candidate must score at least 70% on the written examination.

B. Assessment Procedure. In addition to the usual and customary testing system, the City shall utilize an assessment process to further evaluate eligible candidates for the supervisory functions performed by Deputy Chiefs, Commanders and Sergeants.

Section 3. A person appointed as an Assistant Chief serves at the pleasure of the department head and may be removed at any time.

Section 4. To the extent that the promotion procedure in this Article conflicts with the provisions of Chapter 143, this Article shall control, in accordance with Section 174.006, TLGC.

ARTICLE 8. DUES DEDUCTIONS FROM PAYROLL

Section 1. In connection with recognition, the CITY agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Treasurer of the Union, from the pay of those police officers who individually request, in writing, that such deductions be made from their paycheck in accordance with existing City policies.

ARTICLE 9. WAGES AND PAYS - IMPLEMENTATION

Section 1. Pay Table. Wages and pays shall be those specified in the Pay Table attached to this Labor Agreement; provided that implementation of those pays shall begin on the first full pay period after

Section 2. No Retro-Pays. The parties understand and agree that there shall not be any retroactive application of pays for services already rendered. All pays shall be prospective only; provided, however that if this Agreement is approved by the Union prior to and ratified by the City Commission prior to December 31,, the City will implement the pay for FY 2015 as of the beginning of the fiscal year in accordance with the established pay cycles specified in Section 1 above.

ARTICLE 10. FLSA AND OVERTIME PAY

Section 1. Overtime Pay. All police officers shall earn and accrue overtime pay in accordance with the minimum requirements under state and/or federal law, requiring payment of overtime pay during a work period.

Section 2. Compensatory Time. Compensatory time may be allowed in accordance with the requirements of the Fair Labor Standards Act and at the discretion of the Police Chief or the City Manager

A. Provided, however that the cap of 80 hours provided for in the CITY policy on comp time accumulation shall continue to apply.

ARTICLE 11. PAID TIME OFF: HOLIDAYS

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the CITY OF HARLINGEN for its civilian employees.

A. Holidays under CITY policy and practice are 8 hour days.

B. In addition to receipt of holiday pay, the CITY will pay premium pay of 1.5 regular rate of pay for hours actually worked during a CITY recognized holiday, except as provided in subsection D.

C. If an actual holiday, not the City recognized day, falls on an employee's day off, the employee shall be compensated with eight (8) additional hours of pay at the employee's regular rate.

D. Bargaining unit members will be compensated for working a holiday when working on the actual holiday and not on the City recognized day. For example, if a holiday is on a Sunday but the City recognizes the holiday on a Monday, the officers will be compensated only for working on the Sunday.

ARTICLE 12. PAID TIME OFF: VACATION LEAVE

Section 1. Vacation accrual shall be as follows:

Years of Service	Bi-Weekly	Max. Annual Accrual
00 -05	4.62 hours	15 days

Section 2. Carry-over of unused vacation leave may be carried over as each employee's anniversary date as follows:

<u>Years of Service</u>	<u>Carry-Over Hours</u>
00 - 05	120 hours

Section 3. Employees who have separated their employment with the City will be paid their accumulated vacation leave up to 144 hours.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate and Accumulation. Police Officers shall earn sick leave, and may accrue it, in accordance with the provisions provide in Chapter 143, TLGC

Section 2. Pay-out of any accumulated sick leave benefits shall also be in accordance with §143.045, TLGC.

Section 3. Sick leave shall be managed in accordance with existing CITY and departmental policies and directives.

ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an employee covered by this Agreement, the employee shall be granted up to twenty-four (24) hours of special leave of absence with pay.

Section 2. The phrase "immediate family" shall include ...

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ARTICLE 15. WRA ACTIVITY

Section 1. For Bargaining. The duly designated members of the WRA's bargaining team shall be permitted to attend subject to the staffing needs of the Police Department, as determined by the Chief of Police.

Section 2. Bulletin Board. The CITY shall permit under written policy the use of a bulletin board by the WRA.

Section 3. WRA Meetings. The City shall allow the members of the WRA executive board, up to five members, to attend regularly scheduled WRA monthly meetings, subject to the staffing needs of the department.

ARTICLE 16. INSURANCE BENEFITS

Section 1. Medical (Health) Insurance:

Section 2. Life Insurance.

Section 3. If the CITY changes the employee contribution for basic dependent coverage to something greater than a 50/50 ratio, then the WRA shall be entitled to re-open negotiations on this topic and compensation.

A. This re-opener provision does not apply to any changes to the scope of benefits in any particular health plan provided by the CITY.

ARTICLE 17. PENSION BENEFITS

Section 1. The CITY agrees to continue its 20-year retirement plan with the Texas Municipal Retirement System (TMRS) for employees hired prior to

ARTICLE 18. CONTINUING EDUCATION AND TRAINING

Section 1. The CITY will provide or pay for all State mandated training for officers. Officers shall be compensated for attendance at all approved or required training classes.

ARTICLE 19. GRIEVANCES & GRIEVANCE PROCEDURE

Section 1. A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

Section 2. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however employees retain all rights, privileges under Chapter 143 and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

Section 3. Only the WRA has standing to initiate a grievance under the terms of this Agreement. A grievance must contain the following minimum information:

- 1) a brief statement of the grievance, including a description of the facts or events upon which it is based;

- 2) the sections(s) of the Agreement alleged to have been violated,
- 3) the remedy or adjustment sought; and,
- 4) the bargaining unit member's signature or, if filed by the WRA, the signature of the Grievance Committee chairman or WRA President.

Section 4. Grievances under this Article shall proceed along the following Steps:

Step 1: An aggrieved employee must initiate a grievance with the WRA Grievance Committee within fifteen (15) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance.

Step 2: Any grievance that the WRA Grievance Committee determines has merit shall be formally submitted to the Police Chief within five (5) business days of the Step 1 decision of the WRA Grievance Committee.

Step 3: If the grievance is not resolved at Step 2, the WRA Grievance Committee may advance or appeal the grievance in writing to the City Manager....

Step 4: If the grievance is not resolved at Step 3, the WRA shall have ten (10) business days from the receipt of the City Manager's decision to invoke mediation.

Step 5: If the grievance is not resolved at mediation, then the WRA shall have ten (10) business days from the conclusion of the mediation to invoke binding arbitration.

Step 6: Selection of the arbitrator shall be handled through a strike procedure with the WRA exercising the first strike.

Section 5. Notwithstanding anything in this Agreement to the contrary, the following matters are not subject to the grievance procedure of this Agreement:

- 1) Any grievance that is not filed in accordance with the provisions set forth above or that does not meet the definition of a grievance as set forth in Section 1 of this Article; or,

ARTICLE 20. DISCIPLINARY INVESTIGATION PROCEDURES (WRA BILL OF RIGHTS)

Section 1. The CITY, acting through its Chief of Police and/or the City Manager, retains the sole and exclusive authority to set policy and practices in connection with setting standards of performance, and standards of conduct by members of the bargaining unit within the Police Department and the CITY.

Section 2. The WRA also understands and agrees that the Chief of Police, as the duly appointed department head, has the original authority and responsibility over the personnel management of the Police Department. In other words, this Article shall in no way infringe upon the CITY's right and power to fully investigate matters

it deems appropriate, subject only to any procedural requirements imposed by law, or any minimum requirements set forth below.

Section 3. Subject to the discretionary authority of the CITY to set standards of performance and standards of conduct by written policy, the CITY nonetheless agrees that in connection with any investigation and/or disciplinary action taken, the following minimum procedural requirements shall be observed:

- A. Written notification of the nature of the investigation and copy of the complaint;
- B. Questioning at a police station unless another location is warranted by the facts;
- C. An officer is entitled to 48 hours' notice before having to give an oral interview. In order to provide written responses to investigative questions, an officer is entitled to a minimum of 48 hours to submit the response;
- D. An officer ordered to give an oral interview shall be interviewed no earlier than two hours before or later than two hours after the officer's shift;

Section 4. In connection with disciplinary action taken, if any, complaints about compliance with the provisions of this Article are not appealable through the grievance procedure contained in this Agreement. Any such complaints may only be raised before either the Civil Service Commission or a hearing examiner selected under Chapter 143, TLGC, as an issue in the appeal, to be given whatever due weight that the fact-finder determines to be appropriate to the circumstances of the disciplinary action taken.

ARTICLE 21. SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement.

ARTICLE 22. GLOSSARY OF TERMS

For purposes of this Labor Agreement, the following definitions shall apply:

Agreement - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, negotiated between the CITY OF HARLINGEN and the WRA;

Bargaining Agent - refers to duly recognized WRA that serves as the exclusive bargaining agent for the CITY OF HARLINGEN police officers under Chapter 174;

Bargaining Unit - all sworn, certified full time police officers, except the Police Chief, as defined by Chapter 174, TLGC.

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Budget (Fiscal) Year- refers to a city's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Business Days – shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.

Calendar Year- refers to a year beginning on January 1 and ending on December 31 of that year.

Grievance No. _____

BARGAINING UNIT MEMBER GRIEVANCE FORM
TO BARGAINING AGENT GRIEVANCE COMMITTEE

Grievance Submittal

Employee must use this form, or one substantially like it, for filing grievances with the Union grievance committee and subsequent steps of the procedure.

Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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A. Factual Basis of the Grievance. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

B. Contract Articles, Terms, Etc. Believed to be Violated. Identify specific provisions of the Contract. Use supplement form if necessary.

C. Remedy or Adjustment Sought. Use supplement form if necessary.

Employee Signature

Date

WRA Representative

Date

SIGNATURE & EXECUTION PAGE

**THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED,
REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED
BELOW:**

THE CITY OF IMPERIAL CITY, TEXAS
(Approved by the City Commission on _____)

By: _____
MR. _____
CITY MANAGER

By: _____ Dated: _____
MS. _____
CITY SECRETARY

THE WORKERS RIGHTS ASSOCIATION
(“WRA”)
(Approved by WRA Membership on _____).

By: _____

PRESIDENT, WRA

_____ Dated: _____

SECRETARY, WRA