



COLLECTIVE BARGAINING LABOR AGREEMENT

Between The

CITY OF HARLINGEN, TEXAS

And The

**HARLINGEN POLICE OFFICERS' AND
LAW ENFORCEMENT ASSOCIATION
("HPOLEA")**

2018 through 2020



TABLE OF CONTENTS

ARTICLE 1. IDENTIFICATION OF THE PARTIES..... 1

ARTICLE 2. PURPOSE AND INTENT 1

ARTICLE 3. RECOGNITION CLAUSE..... 1

ARTICLE 4. AUTHORITY AND TERM..... 1

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES..... 2

ARTICLE 6. MANAGEMENT RIGHTS 2

ARTICLE 7. HIRING – ENTRY LEVEL LISTS 3

ARTICLE 8. PROMOTIONS..... 4

ARTICLE 9. DUES DEDUCTIONS FROM PAYROLL..... 6

ARTICLE 10. WAGES AND PAYS – IMPLEMENTATION..... 6

ARTICLE 11. OVERTIME PAY 6

ARTICLE 12. PAID TIME OFF: HOLIDAYS..... 6

ARTICLE 13. PAID TIME OFF: VACATION LEAVE 7

ARTICLE 14. PAID TIME OFF: SICK LEAVE 8

ARTICLE 15. PAID TIME OFF: FUNERAL LEAVE 8

ARTICLE 16. ASSOCIATION ACTIVITY 8

ARTICLE 17. INSURANCE BENEFITS 9

ARTICLE 18. PENSION BENEFITS 9

ARTICLE 19. CONTINUING EDUCATION AND TRAINING 9

ARTICLE 20. GRIEVANCES & GRIEVANCE PROCEDURE 10

ARTICLE 21. DISCIPLINARY INVESTIGATION PROCEDURES 12

ARTICLE 22. SAVINGS CLAUSE..... 13

ARTICLE 23. GLOSSARY OF TERMS 14

ARTICLE 1. IDENTIFICATION OF THE PARTIES

Section 1. The parties to this Agreement are the CITY OF HARLINGEN, TEXAS, and the HARLINGEN POLICE OFFICERS' & LAW ENFORCEMENT ASSOCIATION ("HPOLEA").

Section 2. The CITY OF HARLINGEN, TEXAS ("the CITY" or "the EMPLOYER"), 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 HPOLEA is an Association qualifying under Chapter 174, Texas. Local Gov't Code ("TLGC") as a majority bargaining agent for the CITY's law enforcement officers.

Section 4. References to the CITY and the ASSOCIATION jointly shall be to the "PARTIES."

ARTICLE 2. PURPOSE AND INTENT

Section 1. The purpose of this Agreement is to give effect to the collective bargaining rights, privileges, and obligations contemplated under Chapter 174, Texas Local Gov't Code ("TLGC").

Section 2. Definitions & Use of Terms. The language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage; provided, however, that the terms defined in the Glossary of Terms contained in this Agreement shall otherwise prevail.

ARTICLE 3. RECOGNITION CLAUSE

Section 1. The CITY OF HARLINGEN hereby recognizes the HPOLEA 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 4. AUTHORITY AND TERM

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall begin upon ratification by both parties; provided, however that the fiscal provisions shall not begin until the first full pay cycle after April 1, 2018. The end date of this labor agreement shall be September 30, 2020.

Section 2. Evergreen Clause. If the parties have not completed a new agreement by September 30, 2020, the terms of this Labor Agreement shall nonetheless continue in effect without change until modified or otherwise superseded by a new agreement, but this Labor Agreement shall not continue beyond September 30, 2021, at which time it shall automatically lapse.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

Section 1. Civil Service Law. The PARTIES understand and agree that under the provisions of §174.006, TLGC, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174, TLGC unless the collective bargaining contract specifically provides otherwise. To the extent that provisions of this Labor Agreement address matters contained in a state or local civil service provision, TLGC, the contractual terms contained in this Labor Agreement shall control.

Section 2. Other Laws. Nothing in this agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual police officers under state or federal civil rights law, anti-discrimination laws, anti-retaliation law or whistle-blower law, which any other public employee would otherwise have.

Section 3. Effect on Other City or Departmental Rules & Regulations. Subject to the provisions of this Labor Agreement, and state and federal laws, the adopted rules, regulations, policies, and employment practices established by the CITY, shall continue to apply and be enforced by management; provided, however, that the PARTIES understand and agree that rules, regulations, policies and practices that address subject matter areas other than what is contained in this Labor Agreement remain under the control and authority of the CITY.

ARTICLE 6. 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.

Section 2. Subject to prevailing statutes and ordinances, the CITY retains the right to hire, demote, suspend, discharge, retire, lay off, promote, assign, or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or any job; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to separate or reassign its employees; to determine duties and production standards; to eliminate work; to require overtime work pursuant to state statute; to select employees for overtime pursuant to state statutes; to establish, modify and enforce rules and regulations.

Section 3. The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the CITY, not specifically ceded in this Agreement, remain vested exclusively in the CITY as employer. If this Agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

Section 4. The CITY's right of management shall not be amended or limited by any claim the CITY has condoned or tolerated by any practice or any acts of any employees; nor by any arbitration decision. The exercise of management rights shall not nullify guarantees

specified in this Agreement nor restrict existing civil service rights guaranteed by State statutes unless said rights are changed by the terms of this Agreement.

ARTICLE 7. 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. Certified and Non-Certified Lists.

- A. The Civil Service Director may maintain two eligibility lists for beginning positions in the Police Department. One list shall be comprised of applicants possessing an existing and valid TCOLE license, and the other list shall be comprised of applicants without such TCOLE license.
- B. The Chief of Police may make appointments from either list in accordance with the appointment procedure in Chapter 143, TLGC. The Chief need not exhaust one list before making appointments from the other list. Any applicant appointed must otherwise satisfy all requirements for appointment to the Department.
- C. The Chief of Police may request as many names from the list(s) as there are vacancies at any given time.

Section 4. 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. TCOLE Certifications. Existing certifications shall be entitled to the following points:
 - 1) Intermediate - 5 points;
 - 2) Advanced - 7 points.
 - 3) Master - 10 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 5. Notice of Examinations.

- A. The requirement under Section 143.024, TLGC shall be modified as follows. An entry level test may be administered at the discretion of the Civil Service Director. The same test shall be used for each test for a period of six months, at which time the Civil Service Director shall select a new test. The test shall change every six months. [Commentary: this removes any mandated action and allows the CSC Director to respond to hiring opportunities at their discretion. Nothing bars PC or CM or Union for that matter from asking CSC Director to call for a test]

- B. The day and time of any test to be administered shall be posted in the same manner as a notice under Section 143.024(a), TLGC.
- C. For an applicant to be eligible to take an examination, the application shall be on file with the Civil Service Director no less than three work days prior to the date of the exam. This provision shall preempt any local civil service rule.

Section 6. Single Test Taker. The requirement under Section 143.025, TLGC that a test must be administered with no less than two persons shall be waived in its entirety.

Section 7. Updating and Maintenance of Lists.

- A. Each existing respective list shall be updated by the Civil Service Director following each new entrance examination, provided, however that no Civil Service Commission approval is necessary to update each list. The Civil Service Director must certify each new updated list before the list takes effect. The requirement that the Civil Service Commission certify the list pursuant to Section 143.026, TLGC, is waived.
- B. Applicants already on a list shall be carried on the list for a period of one year, even if the list should be updated or modified. The applicant's original score will be maintained, and used to determine the ranking on a new certified list.
- C. An applicant who is already on an existing list when a new test is administered may apply to retest. No applicant may apply to retake a test within six months of the last test the applicant took. The applicant's most recent test score will determine the applicant's ranking on the list.

Section 8. The foregoing provisions shall supersede applicable Chapter 143 provisions, as well as any civil service rules and regulations to the contrary.

Section 9. 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. If a dispute over implementation cannot be resolved by agreement, the issue shall be presented to the Civil Service Commission for decision, whose action shall be final.

ARTICLE 8. 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

Section 2. 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 3. 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.
- C. The Assessment Board shall consist of three persons appointed by the Chief of Police. The Chief may appoint himself or herself to the Board. Board members shall be Harlingen Police Officers, and shall hold at least the rank being tested for. In the case of an Assessment Board for the rank of Deputy Chief, the board may consist of two or three members.
- D. The Assessment Board is authorized to conduct oral interviews; administer written test questions requiring a narrative response, and to otherwise consider evaluate the candidates with respect to their knowledge, skills, abilities, and experience regarding supervisory functions.
- E. The Assessment Board shall create its own ranked listing based on the criteria specified above.
- F. The civil service director shall then create a new combined list from the certified civil service list and the assessment board list. The respective weight shall be as follows:
 - 1) Sergeant: 75% standard civil service test; 25% Assessment Board.
 - 2) Commander: 70% standard civil service test; 30% Assessment Board.
 - 3) Deputy Chief: 60% standard civil service test; 40% Assessment Board.
- G. The Chief may then promote from the combined list in accordance with the provisions of Chapter 143.

Section 4. A person appointed as an Assistant Chief shall serve at the pleasure of the department head and may be removed at any time.

- A. Any person removed shall be placed in the classification held prior to appointment, unless the person was appointed from outside the department, in which case the person shall be separated from the department with no civil service rights.

Section 5. The parties further agree that the certified list for those ranks that have an assessment process shall be active for a period of one year from the date of completion of the assessment process rather than from the date of the written test. Any dispute over implementation of this Article shall be resolved by presentation to and action by the Civil Service Commission for decision, whose action shall be final.

Section 6. 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 9. 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 10. 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 April 1, 2018.

- A. Pro-Rata Calculations. The specified wages and pays shall be payable on a pro-rata basis in accordance with the pay cycles established by the CITY and using existing CITY conversion calculations.
- B. Implementation Guidelines. Further, whenever an individual member qualifies for an adjustment to wages and pays by virtue of the application of the provisions contained in the Pay Table, the application of that wage and pay adjustment shall be implemented starting in the first full pay period after the condition giving rise to the pay adjustment is triggered.

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.

ARTICLE 11. 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 12. 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 13. 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
05-10	4.92 hours	16 days
10-15	5.23 hours	17 days
15-20	5.54 hours	18 days
20-25	5.85 hours	19 days
25-30	6.15 hours	20 days
30+	6.46 hours	21 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
05 - 10	128 hours
10 - 15	136 hours

15 - 20	144 hours
20 - 25	152 hours
25 - 30	160 hours
30+	168 hours

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

ARTICLE 14. 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.

Section 4. The CITY's sick leave donation policy shall apply.

ARTICLE 15. 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 only: father, mother, sister, brother, spouse, child, grandparent and grandchild of either the employee or the employee's spouse. In the event the employee is on vacation or sick leave at the time of death, no special leave with pay shall be granted. All leaves under this clause shall be approved by the Chief or the Chief's designated representative.

ARTICLE 16. ASSOCIATION ACTIVITY

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

A. Members or the bargaining unit who are not named members of the bargaining team and who wish to attend a bargaining session as spectators may do so only on their own time. No special prerogative or privilege shall be exercised to accommodate leave requests for personnel who are not named members of the bargaining team. As specified in the ground rules.

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

A. Location and use policy to be determined by the Chief of Police.

Section 3. Association Meetings. The City shall allow the members of the Association executive board, up to five members, to attend regularly scheduled HPOLEA monthly meetings, subject to the staffing needs of the department. The identity of the executive board members shall be provided to the Police Chief or his designate for purposes of administration of this provision.

ARTICLE 17. INSURANCE BENEFITS

Section 1. Medical (Health) Insurance: The CITY will furnish to each bargaining unit employee, the same accident and medical insurance coverage equivalent to what the CITY provides to the CITY's civilian employees at any given time. The CITY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the CITY OF HARLINGEN and its employees at any given time.

Section 2. Life Insurance. The CITY shall provide life insurance benefits to each bargaining unit employee equivalent to what the CITY provides to the CITY's civilian employees at any given time.

Section 3. If the CITY changes the employee contribution for basic dependent coverage to something greater than a 50/50 ratio, then the ASSOCIATION 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 18. 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 September 30, 2007. The contribution by the employee shall be seven percent (7%) of the employee's salary, which the CITY will match at a ratio of 2 to 1.

Section 2. Employees hired after September 30, 2007, shall receive the retirement approved for all other employees effective October 1, 2007.

ARTICLE 19. 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.

Section 2. Officers who are newly assigned to investigative or other specialty assignments shall be scheduled for appropriate training related to such assignments within 90 days of the assignment. Compliance with this section is also subject to the availability of appropriate courses. Officers shall be compensated for attendance at all such training.

ARTICLE 20. 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 ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of alleged grievance by a bargaining unit member or a member of the ASSOCIATION Grievance Committee. Each grievance shall be submitted on a form like the one attached as an exhibit to this Agreement, and must include, at minimum, the following 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 Association, the signature of the Grievance Committee chairman or Association President.

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

Step 1: An aggrieved employee must initiate a grievance with the Association 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. A courtesy copy of the grievance shall be forwarded to the Police Chief by the Association Grievance Committee within (3) business days of the receipt of the grievance by the ASSOCIATION. The Association Grievance Committee shall within its discretion determine whether the grievance has merit and whether it should be forwarded. If the Association Grievance Committee determines that no grievance exists or that the grievance will not be forwarded, it shall notify the Police Chief and the City Manager in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall within fifteen (15) business days after receipt of the grievance, proceed to Step 2 of the procedure.

Step 2: Any grievance that the Association 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 Association Grievance Committee. After receipt of the grievance, the Police Chief shall evaluate the grievance and shall within ten (10) business days submit his response in writing to the Association Grievance Committee. The Police Chief or his designee may, at

his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options.

Step 3: If the grievance is not resolved at Step 2, the Association Grievance Committee may advance or appeal the grievance in writing to the City Manager or his designee within ten (10) business days from receipt of the Step 2 decision by the Police Chief. The City Manager, or his designated representative, shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the grievance. The City Manager or his designee may, at his discretion, conduct a conference to further explore the merits of the grievance and to explore resolution options, within ten (10) business days of receipt.

Step 4: If the grievance is not resolved at Step 3, the ASSOCIATION shall have ten (10) business days from the receipt of the City Manager's decision to invoke mediation. The PARTIES shall first attempt to agree on a mediator. If an agreement cannot be reached within five (5) business days, then the ASSOCIATION may request appointment of a mediator through the Federal Mediation and Conciliation Service in accordance with the procedures of that agency. Any costs shall be borne equally by the PARTIES.

Step 5: If the grievance is not resolved at mediation, then the ASSOCIATION shall have ten (10) business days from the conclusion of the mediation to invoke binding arbitration. If the parties cannot mutually agree to an arbitrator, the Association shall request a list of seven (7) names of National Academy of Arbitrators members from the American Arbitration Association.

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

Section 5. Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the PARTIES, in writing, as necessary to address the substance of the grievance in a reasonable manner.

Section 6. Failure of the aggrieved member or the Association to comply with the time limits set forth above shall serve to declare the grievance as settled, based upon the last answer received and no further action can be taken. Failure of the City representative to respond within the time limits shall constitute a denial of the grievance.

Section 7. 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,
- 2) Any matter that would require a change from the wages, rates of pay, hours of work, grievance procedure, working conditions and all other terms and conditions of employment as set forth in this Agreement. This limitation

does not prohibit grievances seeking to enforce an existing provision relating to wages, rates of pay, hours of work, or working conditions as written; or,

- 3) Any matter that is not covered by this Agreement, any management rights, unless such rights are limited by a specific provision of this agreement; or,
- 4) Any matter specifically covered by the City Charter of Harlingen, City Ordinances of Harlingen, and the statutes and constitutional provisions of the State of Texas, to the extent those provisions are not preempted by this Agreement.

Section 8. It is understood and agreed by all parties that "business days" does not include Saturdays, Sundays or holidays recognized by the City.

Section 9. If arbitration is chosen the arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issues submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have no authority to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Except in cases of alleged payroll errors, no grievance involving back pay shall be retroactive more than ten (10) days beyond the date on which the aggrieved member first presented the grievance in writing. The parties shall equally share the arbitrator's fees and expenses.

ARTICLE 21. DISCIPLINARY INVESTIGATION PROCEDURES

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 ASSOCIATION 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. If

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;
- E. Right to the presence of a representative of the officer's choice during questioning if so requested by the officer; provided, however, that the representative may not interfere with the questioning process;
- F. Notice of legal rights which must be afforded persons accused of criminal conduct, such as those rights afforded by the Garrity doctrine, as required by law;
- G. Copy of the employee's written or recorded statement derived from questioning.
- H. A final due process hearing prior to imposition of disciplinary action.

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.

Section 5. Polygraph examination, if applied, shall be utilized in accordance with applicable statutory standards.

ARTICLE 22. 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. It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period

Section 3. Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

Section 4. This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 23. 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 ASSOCIATION;
- Bargaining Agent - refers to duly recognized ASSOCIATION 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.
- 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.
- CBA - refers to a Collective Bargaining Agreement and, when specified, to this Agreement;
- Chapter 143 - refers to the provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified;
- Chapter 174 - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;
- Civil Service - refers to the classified civil service system organized pursuant to Chapters 141, 142, and 143, the Texas Local Government Code;
- Civil Service Commission or CSC – refers to the duly appointed body appointed under the provisions of Chapter 143, TLGC;
- City - refers to the home rule municipality organized under the laws of the State of Texas known as the CITY OF HARLINGEN, TEXAS;
- City Manager - refers to the City Manager appointed under the City Charter or a designated representative;
- City Management – refers to the administrative chain of authority within the City’s administrative structure starting within the Police Department and rising through to the City Manager and, if necessary, the City Commission;
- Day – with regard to leave accruals shall mean an eight-hour period of time.
- Department - unless otherwise specified, refers to the CITY OF HARLINGEN Police Department;
- Employee – unless otherwise specified, shall refer to law enforcement personnel who qualify as members of the bargaining unit under Chapter 174, TLGC;
- Execution Date – refers to the date on which this Agreement is fully and formally considered, ratified, and approved by both the ASSOCIATION and the CITY OF HARLINGEN in

accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the CITY OF HARLINGEN, TEXAS;

FLSA - refers to the Fair Labor Standards Act, as amended;

FMLA - refers to the Family Medical Leave Act, as amended;

Grievance - for purposes of his Labor Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Labor Agreement, as raised by the Grievance procedures in this Agreement.

Holiday - for purposes of his Labor Agreement shall refer to CITY recognized holiday and shall equal an eight (8) hour period.

Labor Agreement - is this Collective Bargaining Agreement negotiated between the parties.

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & a ½ Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Paid Time Off – refers to any time period for which an employee is entitled to receive pay without actually being engaged in productive work time.

Parties – refers to the CITY OF HARLINGEN and the ASSOCIATION jointly.

Pay Cycle – refers to the period of time in which the employer issues pay checks for services rendered and for purposes of calculating the employer's overtime pay obligations to individual employees under state or federal law.

Police Chief - refers to the Police Chief appointed as the department head for the Police Department, and includes the Police Chief's designated representative.

Police Department - refers to that department of the City of HARLINGEN responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department.

Police Officer(s) - refers to those CITY employees certified or licensed by the State of Texas to engage in law enforcement related activity authorized by their law enforcement certification and their commission by the CITY.

Stability Pay - refers to the longevity pay component used by the City to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141 and 143.

TCOLE – refers to the Texas Commission on Law Enforcement; formerly TCLEOSE.

Time & a Half Pay - shall refer to a rate of pay that is agreed to by the parties, but which is not otherwise mandated by state or federal law. This is different from Overtime Pay, which is a rate of pay mandated by state or federal law, as opposed to by negotiated agreement.

Grievance No. _____

**BARGAINING UNIT MEMBER GRIEVANCE FORM
TO BARGAINING AGENT GRIEVANCE COMMITTEE**

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
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Association Representative	Date
----------------------------	------

Police Chief/designee	Date
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Grievance No. _____

**BARGAINING AGENT'S STANDARD GRIEVANCE FORM
GRIEVANCE COMMITTEE FINDINGS AND RECOMMENDATION**

Grievance Committee's Submittal. Refer to Grievance cause number for employee's statement of facts.

Name address City/State Phone

Division Title/Rank Station/Shift Phone

Grievance Committee Statement

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

Grievance Committee Representative

Date

Association Representative

Date

SIGNATURE & EXECUTION PAGE

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

THE CITY OF HARLINGEN, TEXAS

(Ratified by the City Commission by official action taken on January 3, 2018)

By:



DAN SERNA
CITY MANAGER

By:



AMANDA ELIZONDO
CITY SECRETARY


THE HARLINGEN POLICE OFFICER & LAW ENFORCEMENT ASSOCIATION ("HPOLEA")

(Ratified by HPOLEA Membership as per official letter dated 12/29/2017).

By:



DAN FLORES
PRESIDENT, HPOLEA



HECTOR VILLEGAS
SECRETARY, HPOLEA

PAY TABLE "A"
COLLECTIVE BARGAINING LABOR AGREEMENT
HARLINGEN – HPOLEA
APRIL 1, 2018 through SEPTEMBER 30, 2020
(beginning first full pay cycle after 4/1/2018)

BASE PAY AMOUNTS

Classified Ranks¹	Annual Base Pay FY 2017-18 Eff. 4/1/2018	Annual Base Pay FY 2018-19	Annual Base Pay FY 2019-20
Cadets²	n/a	n/a	n/a
Police Officer³ (probationary)	\$36,735.74	\$36,735.74	\$37,654.13
Police Officer I⁴	\$44,197.69	\$45,081.64	\$46,208.68
Police Officer II⁵	\$47,297.27	\$48,716.19	\$49,934.09
Police Officer III⁶	49,070.91	\$50,543.04	\$51,806.61
Sergeant	\$57,167.46	\$58,310.81	\$59,768.58
Commander⁷	\$65,290.65	\$65,290.65	\$66,922.92
Deputy Chief⁸ FLSA Exempt	\$79,208.83	\$80,793.01	\$82,812.83
Assistant Chief⁹ FLSA Exempt	Management Discretion	Management Discretion	Management Discretion

1. For reference purposes only. The use of this chart is not intended to, nor shall it be interpreted as, a derogation of the CITY's exclusive authority and management right to determine the number of budgeted positions to be allocated to each identified rank within the police department.
2. Cadets do not qualify as members of the bargaining group and are mentioned for reference purposes only.
3. The one year probationary period shall begin on the day that an employee achieves a status as a TCLEOSE certified, full-time law enforcement officer, as opposed to the date of hire as an employee. The intent is give the CITY the benefit of a full year of performance as a TCLEOSE certified, full time commissioned officer for performance evaluation purposes, and therefore time spent in the Academy shall not, after the execution of this Labor Agreement, count towards fulfillment of the probationary period. This provision only the probationary period, and is not intended to modify any other calculation, such as time in grade, seniority for pay, or seniority points for testing, which shall continue to be governed by either Chapter 143, TLGC criteria, unless otherwise specified in this Labor Agreement.
4. PO-I shall encompass from the end of the probationary period through the completion of five (5) years of service.
5. PO-II shall encompass from the day after the completion of five (5) years of service through the completion of TEN (10) years of service.
6. PO-III shall encompass from the day after the completion of TEN (10) years of service.
7. Commander rank shall be carried as FLSA Non-Exempt.
8. Deputy Chief rank shall be carried as salaried FLSA Exempt.
9. Appointed Assistant Chief rank shall be carried as salaried FLSA Exempt. In addition, pay for the position of Assistant Chief shall be management discretion, but in no event less than 110% of that for rank of Deputy Chief.

ADDITIONAL PAY PROVISIONS

In addition to the base pays set forth above, members of the bargaining unit shall receive the pays set forth below, on a pro-rata basis, if the law enforcement officer qualifies for such additional pays.

STATUTORY LONGEVITY AND STABILITY PAYS

Statutory longevity obligations are hereby deemed satisfied under the pays established in the stability pay table set forth below.

STABILITY PAY TABLE:

Completed Years of Service (Based on Date of Hire)	Annual Amount
1	\$0.00
2	\$500.00
3	\$1,000.00
4	\$1,200.00
5	\$1400.00
6	\$1,800.00
7	\$2,100.00
8	\$2,500.00
9	\$2,800.00
10	\$3,000.00
11	\$4,500.00
14	\$4,500.00
16	\$5,500.00
18	\$6,500.00
20	\$7,500.00

Application Guidelines for Base Pay and Stability Table. Seniority pays shall apply to years of service in the Harlingen Police Department, provided, however, that police officers hired with full years of service as a sworn, certified, full time paid police officer in another bonafide law enforcement agency shall be entitled to base and seniority pay for those years of service on a 1:1 basis, with a cap of five years, and further provided that the base and stability pay does not trigger unless and until the police officer completes his/her one year probationary period with the Harlingen Police Department. In addition, this pay does not trigger unless the applicant obtains and holds an active TCOLE license prior to date of hire.

CERTIFICATION PAYS – (Annual pay for holding the following certificates)

Level	Annual Amount
Basic	-0-
Intermediate	\$1,200
Advanced	\$2,400
Master	\$3,600

The foregoing Certification Pays are for law enforcement personnel who hold the stated certificate. Pays are for highest level held, and are not cumulative. Also, pays are stated in annual amounts, and will be paid in pro-rata amounts throughout yearly pay periods established by the

City. Proof of the certification must be on file with the Department and with the Finance Department as a condition precedent to receiving the pay.

ASSIGNMENT PAYS – (pay for assignment to and performance of specified assignments identified below)(amounts shown are annual)

Assignments	Eff. 4/1/2018 Annualized
Detective Assignment	\$1,200.00
Corporal Assignment	\$1,200.00
SWAT Assignment	\$1,200.00
Training Assignment	\$1,200.00
Motorcycle Assignment	\$1,200.00
K-9 Assignment	\$ 1,200.00
Field Training Officer	\$ 1,200.00
District Representative	\$ 1,200.00

The foregoing Assignment Pays are for law enforcement personnel who hold the stated full-time assignment at the rank of sergeant or officer. Pays are stated in annual amounts, and will be paid in pro-rata amounts throughout yearly pay periods established by the City.

Except for those assigned to SWAT, law enforcement personnel shall not be assigned to more than one assignment. Law enforcement personnel shall not receive more than one category of assignment pay per payment cycle.

NIGHT SHIFT DIFFERENTIAL PAY

Officers assigned and actually working the shifts beginning at 10 pm and 11 pm (C Shift) will earn an additional \$0.50 per hour for such work during that shift.

IMPLEMENTATION

The foregoing pay provisions shall become effective on the first full pay cycle after April 1, 2018, if approved and ratified by the parties. No retro-active pay shall be implemented. Any disputes over implementation shall be presented to the HR Department by the affected officer for resolution. If no agreed resolution can be reached, the issue shall be presented to the City Manager, whose decision shall be final.

AGREED & APPROVED:

By:



DAN SERNA
CITY MANAGER

By:



DAN FLORES
PRESIDENT, HPOLEA