

MEET AND CONFER
LABOR AGREEMENT
BETWEEN
CITY OF FORT WORTH, TEXAS
AND
FORT WORTH POLICE OFFICERS
ASSOCIATION

EXPIRES SEPTEMBER 30, 2016

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PREAMBLE

It is the intent and purpose of this Agreement, entered into by the City of Fort Worth, Texas, hereinafter referred to as “the City,” and Fort Worth Police Officers Association, hereinafter referred to as “the Association,” to achieve and maintain harmonious relations between the Parties and discuss issues of mutual concern, as provided in the Texas Local Government Code (“TLGC”), Chapter 143, Subchapter I. The Agreement has been reached through the process of Meet and Confer with the objective of fostering effective cooperation between the City and its Officers.

ARTICLE 1 AUTHORITY AND RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all covered Officers, pursuant to Subsection I of Chapter 143 of the TLGC, excluding the rank of Chief of Police, assistant chief (by statute), deputy chief (by this Agreement), and non-sworn employees.

It is agreed that Officers appointed to deputy chief pursuant to Article 15 of this Agreement shall be considered as working out of classification for the duration of their appointment, and they will be covered by an executive pay plan, rather than this agreement's provisions for pay and benefits.

The Association has determined that Deputy Chiefs' benefits under the executive pay plan, and under the City's Ordinance pertaining to this rank are, taken as a whole, favorable in the context of pay and benefits in the Department and that it is reasonable and consistent with the Association's duties under Texas law to exclude them from the bargaining unit for all other purposes, for the duration of this agreement. Should the City repeal said Ordinance, or if said Ordinance is found by a court of law to be invalid, in whole or in part, the Association shall have the right to reopen negotiations as to this group of employees only, and only to the extent of the effect of the repeal or invalidation.

In the event an individual files an action against the Association and the City on account of the operation of Article 1, the City agrees to defend on behalf of both parties the validity of this provision adopted by both parties, with counsel of the City's choice. This provision does not preclude the Association from retaining its own defense counsel, at its expense, and the City shall reasonably cooperate with counsel designated by the Association to participate. Any obligation for back pay or benefits, or the fees or costs of such litigation (not including any attorneys' fees paid by the Association to their own separate counsel) resulting from such litigation shall be the sole responsibility of the City of Fort Worth.

ARTICLE 2 DEFINITIONS

“Active Duty” means the normal performance of the duties of a sworn position in the Police Department.

“Agreement” refers to this Meet and Confer Agreement, negotiated between the City of Fort Worth and the Fort Worth Police Officers’ Association.

“Association” means the Fort Worth Police Officers' Association.

“Board of Directors” means the members of the Association who are duly elected or appointed and serve as members of the Board of Directors of the organization pursuant to the Constitution and By-laws of the Association.

“Business Day” means Monday through Friday during normal business hours of 8:00 o’clock a.m. to 5:00 o’clock p.m. and shall not include weekends or City holidays, except as otherwise specifically defined in this Agreement.

“Calendar Day” means each day inclusive of weekends and holidays.

“Chief” means the Chief of Police of the City of Fort Worth.

“City” means the City of Fort Worth.

“City Manager” means the City Manager of the City of Fort Worth.

“Civilianization” or “civilianize” means authorized uses of non-civil service personnel, as set out in Article 21.

“Commission” means the Fire Fighters and Police Officers Civil Service Commission of the City of Fort Worth.

“Department” means the Police Department of the City of Fort Worth.

“Dispute” means for purposes of Article 8 any and all disputes related to the interpretation of this Agreement between the Association and the City.

“Executive Board” means the members of the Association who are duly elected or appointed and serve as members of the Executive Board of the organization pursuant to the Constitution and By-laws of the Association.

“Holiday Leave” means up to 8 hours of leave, as set out in Article 19.

“Holiday Pay” means up to 8 hours of compensation, as set out in Article 19.

“Holiday Premium Pay” means compensation paid to an Officer for work performed on a holiday, as set out in Article 19.

“Meet and Confer Statute” means Subchapter I of Chapter 143 of the TLGC, Section 143.301-143.313.

“Member” means a member of the Association.

“Member of the bargaining unit” means a sworn Police Officer covered by the provisions of Subchapter I of Chapter 143 of the TLGC, except as modified in Article 1 of this Agreement.

“Officer” means a sworn Police Officer commissioned and employed in the City of Fort Worth Police Department who is covered by this Agreement pursuant to Subchapter I of Chapter 143 of the TLGC.

“Party” or “Parties” means the City of Fort Worth and the Fort Worth Police Officers' Association.

“Personnel Rules and Regulations” or “PRRs” means those rules and regulations adopted by the City to govern many of the aspects of the working conditions, pay, and benefits for City employees, including Officers who are subject to this Agreement.

“Regular rate of pay” means the same as “regular rate of pay” as defined and used in the Fair Labor Standards Act, 29 USC Section 201, et seq., as revised.

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

“Supersede” means 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 adopted by the City including a personnel board, or Civil Service Commission, this Agreement shall preempt such provisions, as authorized by Section 143.307 of the TLGC.

“TLGC” means Texas Local Government Code.

ARTICLE 3 ASSOCIATION RIGHTS

Section 1. Payroll Deductions.

A. The City shall deduct bi-weekly an amount from the pay of each individual Officer who has voluntarily authorized such deduction for remittance to the Association. After execution of this Agreement, Officers who wish to join the Association, Black Police Officers Association, Latino Police Officers Association, Texas Municipal Police Association or Combined Law Enforcement Associations of Texas (collectively “designated organizations”) will complete and sign the appropriate City form to authorize the bi-weekly deduction amount. The Association and designated organizations may change the amount of the deduction with thirty (30) Calendar Days notice to the City in writing. The City shall notify the Association and designated organizations in writing regarding all Officers who have authorized automatic payroll deductions for the Association and designated organizations not later than ten (10) Business Days following the end of the pay period following the authorized deduction. The City will remit deducted amounts directly to the Association and designated organizations unless and until such payroll deductions are modified or revoked by the affected Officer. The City will notify the Association and designated organizations in writing regarding any such revocations or modifications of any payroll deductions related to the Association or designated organization. The City will make a reasonable effort to provide the Association and designated organizations with detail on the amount of the deduction taken from each Officer.

During the term of this Agreement, automatic payroll deductions and remittance of dues will be permitted for the Association and designated organizations only. Officers who are members of the Association or designated organizations on the date this Agreement is ratified by the members of the Association may continue to utilize automatic payroll deductions, as in the past. Officers who are having dues deducted as of the date this Agreement is ratified will not be required to submit new dues deduction forms. After that date, an Officer seeking to become a new member in a designated organization and to pay dues to that organization by automatic payroll deductions must join the Association in order to utilize automatic payroll deductions for the payment of such dues.

B. Any individual member of the bargaining unit wishing to voluntarily withdraw authorization for deductions must personally sign the appropriate form as required by the City.

C. All amounts deducted pursuant to this Article shall be paid to the legally designated representative of the Association or designated organization in accordance with the procedures and costs established by the City’s Chief Financial Officer or designee. The current cost structure of \$.05 per deduction shall be maintained until such time as the cost is changed to reflect a more accurate assessment of cost. The City’s Chief Financial Officer or designee has the sole discretion to establish charges for deductions. The cost of deductions is subject to annual review. The actual cost shall not exceed \$.10 per deduction for the duration of this Agreement. The cost per deduction shall be no more than the cost applied to other employee associations.

D. The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with provisions of this Article. The Association and the City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

Section 2. Association Access to Premises.

Subject to reasonable advance notice from the Association and approval from the Chief or the Chief's designee, the Association may be permitted reasonable access to the premises of the Department for the purpose of administering this Agreement, including but not limited to roll calls, in-service training and the police academy. Such visits shall be limited to the purpose for which approval was granted and shall be conducted in a manner that does not interfere with the functions of the Department.

Section 3. Communications.

A. Subject to the Fort Worth Police Department General Orders, the City's Administrative Regulations (particularly Administrative Regulation regarding "Electronic Communications Use Policy"), and the applicable provisions of this Agreement, the Association may utilize pre-approved electronic communications ("E-mail") to communicate with members of the bargaining unit regarding matters of general interest to members of the bargaining unit in accordance with the following restrictions and limitations:

(1) Prior to any distribution(s), all Association E-mail communications shall be approved, at least forty-eight (48) hours in advance, by the Chief or the Chief's designee. The decision of the Chief or the Chief's designee to approve or disapprove an E-mail communication shall be final and binding and shall not be subject to dispute resolution procedures. However, the Association may ask the City Manager or the City Manager's designee to review any alleged patterns of repeated disapprovals which the Association contends unreasonably restricts communications with its members relating to subjects authorized by this Agreement.

(2) If the E-mail is deemed inappropriate for general distribution, the Chief's designee will respond to the Association representative with an explanation or suggestion for change.

B. Association E-mail communications shall relate solely to the following subjects:

- (1) Recreation and Social Affairs of the Association.
- (2) Association Meetings.
- (3) Association Elections.
- (4) Reports of Association Committees.
- (5) Rulings or policies of the State or National Association, without added commentary.

- (6) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations, without added commentary.

C. E-mail communications shall not contain any political commentary, any solicitation for membership in, or financial contributions to, any labor organization, special interest organization, or political action organization, or any derogatory or offensive propaganda or commentary which reflects negatively upon the City, its officials, its employees, City employee associations or groups, or upon citizens of the City. On a case-by-case basis, the Chief or Chief's designee may consider requests from individual Officers for approval to distribute E-mail communications regarding solicitations for Officers (or their families) needing financial assistance or other forms of assistance.

ARTICLE 4

TIME OFF FOR ASSOCIATION BUSINESS

Section 1. Association Business Leave Pool.

A. Each year at the beginning of the first pay period of the calendar year, the City will allocate 6000 hours of equivalent work-time hours to be utilized as Association Business Leave (“ABL”), and allocated to an agreed Association Business Leave Pool (“ABLP”). Each year at the end of the last pay period of the calendar year during this Agreement, unused ABL will carry over and must be used prior to the end of the next payroll year. All allocations must be used on a first-in, first-out basis.

B. Notwithstanding Sections 142.0013(b) and (d) and 143.3015(i) of the TLGC, the vacation leave accrual for each Officer will be reduced by three (3) hours annually, at the beginning of the first pay period of the calendar year. A comparison of the current vacation accrual rates and the new vacation accrual rates which will apply under this Agreement is provided in Appendix B.

C. The ABLP may be utilized starting at the beginning of the first pay period of the calendar year. The Association shall be allowed to debit the ABLP on an hour-for-hour basis, during the calendar year when the Association Board members and/or members of the Association’s Meet and Confer negotiating team are required to engage in Association business activities. ABL is only available for Association Board members, Association Meet and Confer negotiating team members, Peer Representatives, and the President unless an exception is granted by the Chief. The Association will inform the Chief and the Civil Service Director of the names of these members so that use of ABL can be permitted in the City’s Human Resource Information System. If the Chief declares an emergency, he or she may order the Association President or any Association Officers on ABL to report to work for the duration of the emergency.

D. The Association may request the use of ABL for Association business activities upon five (5) business days advance written notification to and approval by the Chief. Regular Association business activities are defined as time spent: (a) representing members at disciplinary hearings (to the extent permitted by law or allowed by Department policy) or grievance meetings; (b) preparing for and attending formally scheduled Meet and Confer negotiating sessions with the City; (c) administering the terms of this Agreement; (d) attending meetings of the Association’s Executive Board; (e) attending regular business meetings of the Association; or (f) attending other Association meetings, training programs, seminars, workshops, conferences, or events.

E. ABL is not considered City work time and may not be used to accrue compensatory time, shift differential pay, holiday premium pay or holiday leave time. ABL hours will not count as hours worked for the purpose of calculating overtime, except when: (1) ABL hours are used by an Association negotiating team member due to his or her attendance at a formally scheduled Association Meet and Confer negotiating session with the City; (2) ABL hours are used by an Association team member to attend official Association preparation meetings in advance of a formally scheduled Association Meet and Confer negotiating session with the City, or (3) an exception is granted by the Chief.

F. Even though ABL hours are not considered as hours worked for other purposes, ABL hours shall count towards daily and weekly limits on total hours worked. Except in the event of a declared emergency or when necessary to complete a call at the end of the workday, an Officer using ABL under this Article shall not be required to work such additional hours for the City that would exceed the Department's fourteen (14) hour daily restriction on the total of hours worked and secondary employment.

G. ABL used shall be considered creditable service time for the accrual of benefits or other requirements based on years of creditable service.

Section 2. Leave for Association President.

A. For the purpose of filing and maintaining his or her time and attendance reports, the Association President shall be placed on special assignment and released on ABL. The President must use 2080 hours of ABL per payroll year unless otherwise approved by the Chief or the Chief's designee. However, ABL shall not be used if the President is under a suspension without pay. The President's ABL will be deducted from the ABLP at the beginning of each payroll year to cover the President's time from the first pay period through the last pay period of each fiscal year covered by this contract. The 2080 hours of ABL for the President will be deducted at a rate of 1.25 hours for each one (1) hour of time allocated for the President's leave, for a total of 2600 hours deducted from the ABLP at the beginning of the payroll year. The additional .25 of an hour will cover the additional cost to the City for the President's retirement, Medicare, health insurance and other operating costs associated with being a City employee.

B. While on ABL, the President will continue to accrue his or her usual vacation, sick leave, personal holiday and family leave. Any leave used by the President that is not ABL shall be charged against his or her available vacation, sick leave, accrued holiday, personal holiday, compensatory time, or family leave balances as appropriate. All leave balances are subject to year-end maximums (use or lose). Personal holiday or accrued holiday will not count as time worked. The President will maintain a record of leave the President uses that is not ABL. At the end of each payroll year, the hours of leave used by the President that are not ABL hours will be credited to the ABLP at the rate of 1.25 hours for each hour of such leave used by the President.

C. No overtime, compensatory time, shift differential, holiday premium pay, or holiday accrual shall be accrued or paid while the President is on ABL except, with respect to overtime and compensatory time, when the President is recalled to duty by the Chief and required to labor in excess of the normal forty (40) hour week. The Chief retains the right to recall the President to duty during an emergency or special event involving overriding need for the protection of the citizens of Fort Worth. If the President is recalled to such duty, the City shall credit hours worked by the President to the ABLP at the rate of 1.25 hours for each hour worked.

D. ABL shall not be treated as a break in service, and the President shall not lose seniority, promotional opportunity, sick leave, vacation (subject to the City's vacation accumulation restrictions), retirement or any other benefits, including mandatory Texas Commission on Law Enforcement Officers Standards and Education ("TCLEOSE") training, while on such leave. While on ABL, the President will retain the privileges of his or her employment and shall be maintained by the Department as a Commissioned Peace Officer in the State and a classified Civil Service Employee of the City of Fort Worth.

Section 3. Association Negotiating Team.

The Association's negotiations team shall consist of a Chief Negotiator and no more than five (5) other members. Additional team members may be present, but no more than eight (8) individuals total on the Association's team will be eligible for productive time status during any scheduled meetings. Each team shall advise the other of the name and position of the individual it intends to designate as a negotiating team member. Either team may change the members of its negotiating team by written or electronic notification to the other team.

Section 4. Association Board of Directors.

Within thirty (30) Business Days after the execution of this Agreement, the Association shall notify the Chief in writing as to the names of the Association's Board of Directors. The Association shall thereafter promptly notify the Chief of any change in the composition of its Board of Directors. To the extent that any designated member(s) of the Association's Board of Directors is otherwise scheduled to work, and upon five (5) Business Days advance written notification to and approval by the Chief, the member shall be permitted to attend the monthly Association membership meeting and the regularly scheduled Association Board meetings and, upon 24-hour notice, any specially called Board meetings. All time in such activities will be deducted from the ABLP.

Section 5. Time Off Without Pay.

The Chief will consider requests for additional time off without pay to attend to other Association business.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Except as provided for by State or Federal law or as expressly modified, delegated, or abridged by the provisions of this Agreement, the City shall retain the sole, exclusive, and vested right and prerogative to manage the Department and the workforce in the Department in all respects, including, but not limited to: the right to hire, train, promote, demote, discipline, suspend, discharge, assign, transfer, retain, or lay off employees; the right to establish, eliminate, or modify the qualifications and minimum requirements for hiring, training, promotions, transfers, and job assignments; the right to establish, eliminate, classify, reclassify, or modify the number and types of positions and job classifications; the right to assign and direct the work of Officers, including the scheduling and assignment of duties, responsibilities, and hours of work; the right to establish, eliminate, or modify the methods, processes, means, and personnel by which operations are to be carried out; the right to establish, eliminate, modify, review, and enforce rules and standards governing job performance, personal conduct and appearance, uniforms and equipment, safety, training, education, attendance, discipline, and efficiency; the right to establish, abolish, or modify processes and procedures for investigating and reviewing Officer conduct and complaints relating to that conduct; and the right to determine the wages, hours of work, benefits, and working conditions of the Officers in the Department.

Section 2. Except as provided for by State or Federal Law, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights and prerogatives of management not expressly mentioned or described in this Article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect. If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law. Moreover, the City's retained rights and prerogatives of management shall not be restricted, diminished, waived, or ceded by any purported past practice, purported condonation or ratification of prior acts of employees, or by prior arbitration decisions or civil service hearing decisions.

Section 3. To the extent the City's vested and exclusive rights and prerogatives of management described or enumerated in this Article or in other provisions of this Agreement differ from the provisions of any federal or state statutes, including Chapters 142 and 143 of the TLGC, the provisions of this Agreement shall supersede and preempt those conflicting provisions of the TLGC or other statutes, as provided in § 143.307 of the TLGC.

ARTICLE 6 NO STRIKE, NO LOCK-OUT

Section 1. The City agrees that it will not lock out any Officer.

Section 2. The Association agrees that neither it nor any of the Officers will permit, sanction, call, encourage, support, acquiesce or engage in any strike; sit-down; slow-down; speed-up; sick-out; sympathy strike; picket; or any other work stoppage or interference with the operation of the City for any reason.

Section 3. It is expressly understood and agreed that the refusal or concerted failure by any Officer to cross or work behind the picket line of any association, union or other organization shall constitute a violation of this Agreement. It is likewise understood and agreed that the refusal or failure of any Officer to faithfully and impartially to enforce the laws of the State of Texas and the ordinances of the City at the site of or in connection with any labor dispute shall constitute a violation of this Agreement.

Section 4. Any Officer who participates in any action prohibited by this Article may be discharged, suspended, demoted and/or otherwise disciplined, at the option of the City. This Section shall be cumulative of any other rights the City may have by statute, at common-law or in equity against the Association and/or the Officer.

ARTICLE 7 DISCIPLINARY ACTION

Section 1. Investigations

The Parties agree that TLGC § 143.312(f) shall be superseded as follows: A person may not be assigned to conduct an administrative investigation or a chain-of-command investigation if the person is the complainant, the ultimate decision-maker regarding disciplinary action, or a person who has any personal involvement regarding the alleged misconduct. Provided, however, that an investigator who discovers additional violations during the course of an administrative investigation or a chain-of-command investigation may be the reporting party on those violations and may investigate those violations. An Officer who is the subject of an administrative investigation has the right to inquire and, on inquiry, to be informed of the identities of each investigator participating in an interrogation of the Officer.

Section 2. Rights of an Officer who is the Subject of an Administrative Investigation.

A. The term “administrative investigation” as used in this Article means an investigation conducted by the Internal Affairs Section. This Section only applies to Officers who are the subject of an administrative investigation conducted by the Internal Affairs Section that could result in disciplinary action. “Disciplinary Action” means suspension, demotion, or indefinite suspension. Section 143.312 (b)(5) is preempted and does not apply.

1. This section does not apply to criminal investigations.
2. This section does not apply to any investigations conducted by the Major Case Unit, the Special Investigations Section, or an involved officer’s chain of command.
3. This section does not apply to Officers who are witnesses for an administrative investigation.
4. If an investigation conducted by the Major Case Unit leads to the discovery of possible misconduct that could result in disciplinary action, that investigation, and all of the products of that investigation, shall be turned over to Internal Affairs, which will investigate the possible misconduct pursuant to this Section. When the Major Case Unit turns over the products of its investigation to Internal Affairs, this will not include any interview of the involved Officer. Any interview of the involved Officer will be conducted by Internal Affairs pursuant to this Section.

B. An officer who is the subject of an administrative investigation shall be informed of the general nature of the investigation forty-eight hours prior to being formally interviewed, except as provided with situations involving exigent circumstances, (Section 2(F)(4)(j)). A Personnel Complaint form signed by the complaining or reporting party which contains a general explanation of the allegations shall be served to the officer and shall be considered adequate notification to the officer regarding the nature of the investigation, if served forty-eight (48) hours prior to the interview.

1. An “officer who is the subject of an administrative investigation” who may also be referred to herein as the “involved officer” is the person who is the subject of an administrative investigation resulting from a complaint of misconduct received from any source.

2. A “complaining party” is a person making a complaint that he or she was harmed by the officer’s alleged misconduct. Section 143.312 (b)(1) is preempted and does not apply.

3. A “reporting party” is a person who is a witness or third party source of information regarding alleged misconduct, or a member of the Department who becomes aware of misconduct through personal observation. If the Department has initiated the complaint on the basis of reported information, a supervisor is a reporting party for the misconduct complaint.

4. An investigator who discovers additional violations during the course of an investigation may be the complainant or reporting party on those violations and may investigate those violations.

5. A “Personnel Complaint Form” is a form used by the Department to document allegations of misconduct by Department employees.

6. A “Peer Representative” is a trained member of the bargaining unit, who is not an Association Board Member that may act as a representative for purposes of this Section.

7. An “Association Representative” is an Association Board Member who acts as a representative for purposes of this Section.

C. An interview of an officer who is the subject of an administrative investigation shall take place at a location designated by the investigator. Whenever practical the interview shall take place during the officer’s normal duty hours. The interview may be conducted at the officer’s residence unless the officer objects, in which event the interview shall be reconvened at another location designated by the investigator. The officer’s objection to be interviewed at their residence may not be used against the officer in any manner.

D. Recording devices.

1. Investigators may record all interviews or conversations conducted in the course of administrative investigations, without prior notice to the officer who is the subject of the investigation.

2. The officer who is the subject of the investigation, and their Association or Peer Representative, if any, are prohibited from recording an interview or a conversation with an investigator.

3. Upon completion of the interview, the Officer and their Association or Peer Representative may schedule a time with the investigator to obtain a recorded copy of the

interview. The Officer shall supply the investigator with any necessary data storage device at their own expense to complete the copy and transfer to the officer.

4. The Officer shall not release any recording collected during the course of the investigation to anyone other than their Association or Peer Representative and the officer's legal counsel.

E. Confidentiality.

The Officer shall be required to execute a confidentiality agreement. Nothing in this Section shall modify the Chief's ability to order Peer Representatives or Association Representatives to keep confidential all of the information discussed during the interview of the involved officer and anything he or she learns in the course of the investigation.

F. During an administrative investigatory interview, the following procedures shall apply:

1. This subsection does not apply to an on-the-scene investigation as set out in TLCG 143.312(g).

2. An officer who is the subject of an administrative investigation shall be informed of the rank and name of the assigned investigator and the identity of all persons present during the interview.

3. Except in exigent circumstances where the seriousness of the complaint warrants an extended interview or when the time to impose disciplinary action will expire within sixty calendar days, an officer shall not be required to submit to any single interview for longer than six (6) hours. Interview sessions may be held on multiple or consecutive days until the interview process is completed.

4. An officer who is the subject of an administrative investigation has the right to have an Association or Peer Representative present during an administrative interview. The officer cannot be punished for making a request for representation.

a. The Association or Peer Representative may not be an officer who is related to the officer under investigation or a witness to the incident being investigated. The Association or Peer Representative may not speak, interrupt, or disrupt the interview in any manner. This includes but is not limited to making comments, using signs or signals, or making noises which, intentionally or unintentionally, disrupt the interview, such as sighing, tapping, or repeated coughing. If the Association or Peer Representative disrupts the interview in any manner except to make a reasonable request for a break, the investigator may exclude the Representative from the interview room and continue the interview without the Representative with the approval of the investigator's supervisor or designated supervisor.

b. The Association shall maintain a monthly list of ten (10) total Association and/or Peer Representatives that will be provided to the Chief's office seven (7) business days before the start of the next month. Individuals on the monthly list will be on-call during that month to act as a Representative as outlined in this Section. If an officer who is the subject of an administrative investigation chooses to be represented by an Association or Peer Representative, the officer must select a person from the monthly list. The monthly list may be modified by the Association if the Chief's office is provided with notice fourteen (14) business days in advance.

c. A Peer Representative will be allowed to use ABL pursuant to Article 4. An Association or Peer Representative must also obtain prior approval from their Captain or designee before leaving their assigned duties. Any time spent by an Association or Peer Representative assisting an officer will not be considered City work time and shall not be counted as hours worked for the purpose of calculating overtime unless an exception is granted by the Chief or designee, in advance of the representative rendering assistance.

d. The Association or Peer Representative does not have a privilege for representation and advice to an officer in an administrative investigation. This provision is included to ensure that Officers who are the subject of an administrative investigation are informed of the process, as well as their duties and rights under this Agreement and Department Policy. There is no privilege to protect statements or disclosures to the Officers' representative in any criminal matter. It is the expectation of the parties that, in an administrative investigation, the Department will generally not inquire of the discussions, explanations, and advice given to the Officers who are the subject of an administrative investigation, but each Officer of the FWPD is at all times obligated to follow Department rules and regulations. In appropriate cases the Officers' representative may be interviewed or required to testify about statements and admissions made by the officer who is the subject of an administrative investigation, or other knowledge or information that the representative has obtained about the charged misconduct.

e. At a minimum of two hours prior to the scheduled interview, the involved officer must inform the investigator whether an Association or Peer Representative will be present during the interview. If so, the name of the representative must be given to the investigator. Failure to give this notice may result in the representative not being allowed to be present in the interview with the approval of the investigator's supervisor or designated supervisor.

f. The Association or Peer Representative must arrive at the designated location for the interview and have concluded the consultation with the involved officer by the scheduled start time of the interview.

g. If the Association or Peer Representative is unavoidably delayed, such as having to complete a dispatched call for service or some important work task, the representative must contact the investigator by telephone at least one hour in advance of the scheduled start time of the interview. The investigator has the option of delaying the interview or rescheduling it with the approval of the investigator's supervisor or designated supervisor.

h. If the Association or Peer Representative fails to contact the investigator as outlined above and good cause for failing to make timely contact is not provided prior to the scheduled start time for the interview, the investigator may, with the approval of the investigator's supervisor or designated supervisor, commence the interview with the officer without the presence of the representative. The involved officer may not make another request for representation for that particular interview.

i. If for any reason a representative is not able to attend the interview and the interview was set to take place within forty-eight (48) hours of the officer being served with notice of the charges, the involved officer may elect to withdraw his or her 48-hour waiver so that the interview will be rescheduled for a later time. Any information obtained prior to the officer's withdrawal of a 48 hour waiver may be used against the officer in the investigation.

j. If an exigent circumstance exists that necessitates the immediate interview of an officer without waiting forty-eight (48) hours, and the officer makes a request for representation, the investigator shall give the officer an opportunity to immediately contact an Association or Peer Representative. The Association or Peer Representative shall be provided two hours from the time of the request for representation to arrive at the designated location of the interview and consult with the involved officer. If the Association or Peer Representative does not respond and complete the consultation within the two hour time frame, the investigator may conduct the interview without a Representative; and the officer may not make another request for representation for that particular interview.

5. During the interview, time shall be provided for personal necessities, meals, telephone calls, and rest periods as deemed necessary and reasonable by the investigator.

6. The officer under investigation shall not be subjected to any offensive language, nor shall the officer be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed so as to prohibit the investigating officer from informing the officer under investigation that the misconduct being investigated could result in disciplinary action or termination of employment, or from informing the officer that he or she can be disciplined for untruthfulness during the investigation.

G. All video recordings, audio recordings, digital files, written statements, other documents, photographs, GPS/AVL readings, Taser readouts, and any other type of information collected

during the course of an administrative investigation shall remain in the custody of the Internal Affairs Section.

1. The officer under investigation shall be allowed to review, but not copy verbatim, photocopy or photograph, any information collected during the course of an administrative investigation; however, the investigator shall determine at what point in the investigation the officer shall be allowed this review.

2. Upon request, the officer under an administrative investigation shall be given an exact copy of the officer's own written statement, however, the officer may not release a copy of his or her statement to any person, nor may the officer discuss details of the case with any party, with the exception of his or her Association or Peer Representative, and the officer's legal counsel.

H. In investigations where the officer is subject to a companion or concurrent criminal investigation, the Department shall ensure that any statement of the officer who is the subject of the investigation, which is gathered as a part of the administrative investigation, shall not be released to the entity conducting the criminal investigation except as required by a subpoena or required to be disclosed by law or Court decision. No criminal investigator shall be allowed to participate in an administrative investigation or interview.

I. The refusal by an officer to answer pertinent questions concerning any administrative matter may result in disciplinary action or termination of employment.

J. Nothing in this section shall be construed to limit the authority of the Chief to conduct administrative investigations, nor shall anything in this section be construed to relieve the officer under investigation of the duty to adhere to the rules, regulations, and policies of the Fort Worth Police Department and the City of Fort Worth, or to provide thorough, complete, and truthful responses to requests for verbal or written statements and written interrogatories in connection with an administrative investigation.

K. The procedures and provisions above are in addition to Section 143.312 (c)-(i). Sections 143.312 (j), (k) and (l) are preempted and do not apply.

L. If an Officer in a disciplinary appeal proves that: (1) the Chief or his or her representatives, after objection by the involved Officer or their Association or Peer Representative, intentionally or knowingly failed to comply with the provisions of Section 2 of this Article; (2) the violation adversely affected the involved Officer's substantive rights provided in that same section; and (3) the involved Officer proves that the disciplinary outcome or punishment would have been different, if not for the alleged violation, the hearing examiner may make such determinations as may be necessary to achieve substantial justice and effectuate the provisions of this Article. This rule does not automatically require exclusion of any evidence. The involved Officer shall have the burden of proof on this issue, even though the City has the burden of proof on the disciplinary violation and reasonableness of punishment. An involved officer or their Association or Peer Representative must give written notice to the Chief or his or her representatives of an alleged violation of Section 2 of this Article within 48 hours

after the involved Officer or their Association or Peer Representative knew, or should have known, of the alleged violation. The notice must specify the sub-section violated and the facts underlying the alleged violation. If the involved Officer or their Association or Peer Representative does not provide timely notice of an alleged violation, the involved Officer cannot raise the issue in any manner during a disciplinary appeal, and the hearing examiner cannot consider the alleged violation in making his or her decision in the appeal. If the City takes appropriate actions which are deemed necessary to correct, reverse or cure the involved Officer's timely asserted alleged violation, the involved Officer cannot raise the issue in any manner during a disciplinary appeal, and the hearing examiner cannot consider the alleged violation in making his or her decision in the appeal.

Section 3. Chain of Command Investigations

- A. A "complaining party" is a person making a complaint that he or she was harmed by the officer's alleged misconduct. Section 143.312 (b)(1) is preempted and does not apply.
- B. Sections 4, 5 and 6 of this Article shall apply to procedures subsequent to chain of command investigations.
- C. TLGC Section 143.312 shall otherwise apply to chain of command investigations.

Section 4. Disciplinary Suspensions

The Chief or the Chief's designee shall not be required to deliver in person a written statement of suspension to the Officer being suspended. The written statement of suspension shall be deemed to have been delivered upon the Officer when the written statement of suspension (1) is hand-delivered to the suspended Officer by the Chief, the Chief's designee, or by a designated messenger; or (2) is delivered to an attorney representing the suspended Officer. A written statement is deemed delivered to the Officer's attorney by handing it to the attorney or by leaving it with another attorney in the attorney's office or a member of the attorney's staff, or by delivering it by any other means that the attorney consented to in writing. If the City attempts in good faith to deliver the written statement as provided herein, but such attempts are unsuccessful, the written statement may be mailed by certified mail to the last known address of the suspended Officer. Service is complete upon mailing, and the suspension shall be automatically appealed to an independent hearing examiner.

Section 5. Procedures After Felony Indictment or Misdemeanor Complaint

The Parties agree that TLGC § 143.056 shall be superseded as follows:

- A. If an Officer is indicted for a felony or officially charged with the commission of a Class A or B misdemeanor, the Chief may temporarily suspend the person with or without pay for a period not to exceed forty-five (45) calendar days after the date of final disposition of the specified felony indictment or misdemeanor complaint.

B. The Chief shall notify the suspended Officer in writing that the person is being temporarily suspended for a specific period with or without pay and that the temporary suspension is not intended to reflect an opinion on the merits of the indictment or complaint.

C. If the action directly related to the felony indictment or misdemeanor complaint occurred or was discovered on or after the 180th day before the date of the indictment or complaint, the Chief may, within forty-five (45) calendar days after the date of final disposition of the indictment or complaint, bring a charge against the Officer for a violation of civil service rules.

D. An Officer indicted for a felony or officially charged with the commission of a Class A or B misdemeanor who has also been charged by the Chief with civil service violations directly related to the indictment or complaint may delay the civil service hearing for not more than thirty (30) calendar days after the date of the final disposition of the indictment or complaint.

E. If the Chief temporarily suspends an Officer under this section and the Officer is not found guilty of the indictment or complaint in a court of competent jurisdiction, the Officer may appeal to the Commission or to a hearing examiner for recovery of back pay. The Commission or hearing examiner may award all or part of the back pay or reject the appeal; provided, however, that if an Officer has pleaded guilty or received probation or deferred adjudication in connection with another or lesser included offense in order to obtain dismissal of the felony or Class A or B misdemeanor, the Officer may not receive more than 180 days of back pay in such an appeal.

F. Acquittal or dismissal of an indictment or a complaint does not mean that an Officer has not violated civil service rules and does not negate the charges that may have been or may be brought against the Officer by the Chief.

G. Final conviction of a felony shall terminate the employment of an Officer without right of appeal, and conviction of a Class A or B misdemeanor may be cause for disciplinary action or indefinite suspension.

H. The Chief may order an indefinite suspension based on an act classified as a felony or a Class A or B misdemeanor after the 180-day period following the date of the discovery of the act by the Chief if the Chief considers delay to be necessary to protect a criminal investigation of the person's conduct. If the Chief intends to order an indefinite suspension after the 180-day period, the Chief must file with the attorney general a statement describing the criminal investigation and its objectives within 180 calendar days after the date the act complained of occurred.

I. If an Officer is indicted for a felony or officially charged with the commission of a Class A or B misdemeanor the Officer shall notify the Chief of the charge or indictment within 48 hours of any arrest related to the charge or indictment. Upon conviction, acquittal or dismissal of a Class A or B misdemeanor or felony the Officer shall within 48 hours notify the Chief.

Section 6. Hearing Examiner List and Selection Process

A. An Officer who appeals a disciplinary action may elect to appeal to an independent third-party Hearing Examiner. The Hearing Examiner shall be selected pursuant to the procedure set forth in this Section. Assistant Chiefs and Deputy Chiefs may appeal disciplinary actions pursuant to this section only if the proposed discipline is: (1) a demotion to any rank below the rank the Assistant Chief or Deputy Chief occupied when he or she was first appointed as an Assistant Chief or Deputy Chief, or (2) a demotion to the rank the Assistant Chief or Deputy Chief occupied when he or she was first appointed as an Assistant Chief or Deputy Chief, plus an additional sanction, such as a suspension.

B. The Civil Service Director shall maintain a list of five (5) neutral Hearing Examiners selected by mutual agreement of the City and the Association to serve as Hearing Examiners. The City and the Association shall meet within thirty (30) calendar days after the execution of this Agreement to select the Hearing Examiners that will be included on the list. The Hearing Examiners—who are selected shall serve until December 31, 2013, unless removed or replaced pursuant to this Section. Thereafter, the Hearing Examiners shall serve a one-year term and be subject to re-appointment or removal by mutual agreement of the City and the Association; provided, however, that the City and the Association may at any time remove and/or add agreed-upon Hearing Examiners. If there is a vacancy, such as by resignation, death, or agreed-upon removal, the City and the Association shall act promptly to select enough new Hearing Examiners to ensure that the Hearing Examiner list contains not less than five active members.

C. Within ten (10) business days after the date an appeal is filed, the Officer and the Chief through his or her attorney may agree on the selection of a Hearing Examiner from the list. If agreement cannot be reached, the Civil Service Director or his or her designee shall select the first Hearing Examiner on the list.

D. The Hearing Examiner list shall initially be in alphabetical order. After a Hearing Examiner is selected, by agreement or otherwise, the Civil Service Director or designee shall notify the Hearing Examiner of the selection. If the Hearing Examiner agrees to hear the appeal, that person will be designated as the Hearing Examiner for that appeal, and his or her name shall be moved to the bottom of the Hearing Examiner list. If that person does not agree to hear the appeal, the Civil Service Director or designee shall select the next Hearing Examiner on the Hearing Examiner list who is not in the process of considering whether to accept the assignment of a different appeal, and the notice and designation process described above shall be followed.

E. This process shall apply to any appealable disciplinary action or back-pay appeal and to all Officers covered by this Agreement, regardless of the Officer's affiliation with or membership in the Association or who will represent the Officer in the appeal. Thus, each time an appeal is filed by an Officer in which the Officer elects to have the appeal heard by an independent hearing examiner, a Hearing Examiner from the Hearing Examiner list shall be selected to hear the appeal.

F. In the event the written statement of suspension is delivered by mail, the deadline by which the Parties have to agree to a Hearing Examiner from the Hearing Examiner list will be extended until ten (10) business days after the Officer's actual receipt of the written statement.

G. The deadline by which the Officer and the Chief may agree upon a Hearing Examiner from the Hearing Examiner list may be extended by mutual agreement of the Parties with notice to the Civil Service Director or his or her designee.

Section 7. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Article and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Texas Local Government Code Chapters 141, 142, and 143, including but not limited to Section 143.312, and Chapter 143, Subchapters A, B, C and I, as amended, and Texas Government Code Sections 614.021, 614.022 and 614.023.

ARTICLE 8 DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure.

The City and the Association agree that the purpose of the dispute resolution procedure contained within this Article (herein procedure) is to provide a just and equitable method for resolving disagreements between the Parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, enforcement or alleged violation of a specific provision of this Agreement shall be subject to this procedure. Disciplinary matters shall be administered pursuant to Chapter 143, TLGC or as otherwise provided in this Agreement, including Article 7 above, and are not subject to this procedure.

Section 2. Time Limits.

The Parties shall adhere to the time limits as set forth in this procedure. In the event the Officer or Association fails to meet the time limits at any step of the procedure, the Dispute shall be considered resolved and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the Dispute to proceed to the next step. Such time limits may be waived, however, by mutual consent of the Parties in writing.

Section 3. Steps.

A Dispute within the scope of this procedure as defined in Section 1 above shall be handled as follows:

Step 1. Within thirty (30) Calendar Days of the event or circumstance made the basis of the Dispute, an Officer shall submit such Dispute in writing to the Association with a copy to the Chief. The written description of the Dispute must contain: (1) a statement of the facts upon which the Dispute is based; (2) the Article or provision of the Agreement that is alleged to have been violated; (3) the remedy sought; and (4) signature of the individual requesting the resolution. A determination of whether a Dispute exists shall be made by a Dispute Resolution Committee appointed by the Association or by the Association Board of Directors, at the discretion of the Association Board. The committee or the Association Board of Directors, whichever is applicable, shall meet and render its decision in writing within thirty (30) Calendar Days of the receipt of the written Dispute by the Officer. In the event that the committee or the Association Board of Directors, whichever is applicable, decides that a Dispute exists, the Association shall prepare a formal written grievance regarding the Dispute and proceed to Step 2 as the representative of the grievant. Nothing herein shall prohibit the City from challenging whether a Dispute is timely.

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

It is the intent of the Parties to attempt to resolve Disputes over the application, interpretation and enforcement of the Agreement at the lowest level. Nothing herein shall prevent the Association from meeting and conferring with the City, its designees, the Chief or his or her designees in an attempt to resolve the alleged Dispute before the time limits in Step 1 expire.

Step 2. The Association's written grievance may be emailed to the office of the Chief or the Chief's designee at Police.Chief@FortWorthTexas.gov by 5 p.m. on the date the written grievance is due. A hardcopy of the written grievance shall also be sent in regular mail or hand delivered personally in writing to the office of the Chief or the Chief's designee. The Chief or the Chief's designee shall have thirty (30) Calendar Days to act on the Dispute and render a decision in writing. The Chief's response may be emailed to the Association at admin@fwpoa.org by 5 p.m. on the date the written response is due. A hardcopy of the written response shall also be sent in regular mail or hand delivered personally in writing to the Association's offices.

If the Step 2 decision from the office of the Chief or Chief's designee contains an offer to settle the dispute, the parties may have additional time to meet and confer at Step 2 as mutually agreed in writing.

Step 3. If the Dispute is not resolved at Step 2, the Association shall submit its written grievance to the City Manager and Civil Service Director within seven (7) Calendar Days from the date that the Step 2 decision is received by the Association.

The City Manager shall review the matter and render a decision in writing within thirty (30) Calendar Days. The Civil Service Director shall obtain the response from the City Manager or the City Manager's designee and inform the President of the Association of the response and results within seven (7) Calendar Days of the decision of the City Manager or the City Manager's designee.

If the Dispute has not been settled at Step 3, the Parties shall have seven (7) Calendar Days from the date the President of the Association is notified in writing of the Step 3 decision of the City Manager or City Manager's designee, in which to appeal the Dispute to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Civil Service Director.

A Dispute protesting action by the City Council or City Manager shall be initiated at Step 3 instead of Step 2.

Section 4. Class Dispute.

The Association may submit a class action Dispute at Step 1 on behalf of similarly situated members of the bargaining unit within thirty (30) Calendar Days of the aggrieved Officer's actual or constructive knowledge of the occurrence or event made the basis of the class-wide Dispute.

Section 5. Arbitration.

If a Dispute is submitted to arbitration as provided in Step 3 (above), the City and the Association shall meet and confer within fourteen (14) Calendar Days regarding the selection of an Arbitrator. If the Parties fail to agree upon an Arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association ("AAA"). Within fourteen (14) Calendar Days from receipt of the AAA list of Arbitrators, the Association and the City shall alternately strike names on the AAA list. The Arbitrator whose name was not struck shall be asked to serve as the Arbitrator.

The conduct of the hearing shall be governed by the standard rules of the AAA. The Parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules.

Upon written request delivered at least seven (7) Calendar Days prior to the date of the hearing, a Party to the proceeding shall provide to the opposing Party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the Arbitrator may exclude the testimony of a witness upon the failure of a Party to disclose such a witness. The Parties, in writing, may request discovery from each other concerning the Dispute. Should the opposing Party not agree to provide the requested information within seven (7) Calendar Days of the request; the request shall be deemed denied. The requesting Party may then apply to the Arbitrator, who shall order such discovery as is appropriate to the nature of the case, consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the Arbitrator, shall consider the burden and expense of producing the information, the need of the requesting Party, the amount of time available prior to the hearing, and such other matters as he or she may deem material. In no event shall discovery be requested within seven (7) Calendar Days prior to the hearing.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his or her decision on the issue or issues presented and shall confine his or her decision to the interpretation of this Agreement. The Arbitrator shall confine himself or herself to the precise issue or issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her. The decision of the Arbitrator shall be final and binding upon the City and the Association. Within thirty (30) Calendar Days after conclusion of the hearing or the filing of briefs the Arbitrator shall issue a written opinion and award with respect to the issues presented. A copy of the Arbitrator's opinion and award shall be mailed or delivered to the Association and the City's representative.

It is specifically and expressly understood that a grievance under this Article that is submitted, as its last step, to final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by either Party, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum, unless the Arbitrator exceeds the scope of his or her jurisdiction or authority hereunder or the decision was procured by fraud or other unlawful means, or is based upon a clear and manifest error of law. In such event, a Court may set aside an award and require arbitration before another Arbitrator.

The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association, which shall include the grievant(s), Association Officers, and any supporting members not testifying as to matters within their assigned official role or duty. If the Association calls an Officer as a witness to matters related to the Officer's duty, the Parties will coordinate to make the appearance possible on duty, and if not possible or the City so elects, the City will pay the Officer in accordance with the policy on Court time appearances. The City and the Association shall share equally the fees and expenses of the Arbitrator. If a transcript of the proceedings is requested, then the Party requesting it shall pay for such transcript, unless otherwise agreed to by the Parties.

ARTICLE 9

LABOR RELATIONS CONSULTATION PROCESS

The City and the Association, having recognized that communication between management and employees is indispensable to the accomplishment of sound and harmonious labor relations shall jointly maintain and support a Labor Relations Consultation process. In Article 1 of this Agreement, the City has recognized the Association as the sole and exclusive bargaining agent for all covered Officers pursuant to Subsection I of Chapter 143 of the TLGC, excluding the rank of Chief of Police, assistant chief, deputy chief, reserve officers, police trainees and non-sworn employees. Therefore, the Chief will not negotiate with individual representatives of other labor organizations or committees composed of such representatives regarding wages, hours of work, working conditions, and other terms and conditions of employment to which the City and Association have agreed as described in this Agreement.

Nothing in this Agreement prohibits the Chief from creating advisory committees of covered Officers from other labor organizations acting in an individual (non-representative) capacity and nothing in this Agreement prohibits the Chief from creating any committees in the Chief's command staff. It is understood and agreed that this provision is intended to prohibit Officers from being appointed to a committee primarily because of their office or position in another labor organization instead of their knowledge, experience, expertise or assignment which would be beneficial to the work of the committee.

The Chief, or Chief's designee, shall meet with the Association President and his or her designated representatives, during each month, in order to discuss issues and working conditions covered by this Agreement.

ARTICLE 10 WAGES

Subject to all the other provisions of this Agreement, the wages of the Officers covered by this Agreement shall be paid, during the existence of this Agreement, in accordance with the wage rates, terms, and conditions described in the structured pay plan described in Appendix C, which is incorporated by reference.

In general terms, the pay plan provides for the following across the board increases: 0% for Fiscal Year 2012-2013; 1% for Fiscal Year 2013-2014; 2% for Fiscal Year 2014-2015; and 1% for Fiscal Year 2015-2016, with a mid-year adjustment of 2% (Effective the pay period which includes the date of April 1, 2016).

In addition, during the 2nd, 3rd and 4th years of this Agreement, adjustments and modifications will be made to the existing pay plan steps and step pay increases for which covered Officers will be eligible, as described in Appendix C.

In summary, wages will be paid according to the following schedule:

FY 2012-2013: Effective the first pay period for FY 2012-2013; 0% across the board + annual step pay increases under existing pay plan for those Officers eligible on their applicable anniversary date.

FY 2013-2014: Effective the first pay period for FY 2013-2014; 1% across the board + annual step pay increases for those Officers eligible on their applicable anniversary date.

FY 2014-2015: Effective the first pay period for FY 2014-2015; 2% across the board + annual step pay increases for those Officers eligible on their applicable anniversary date.

FY 2015-2016: Effective the first pay period for FY 2015-2016; 1% across the board + annual step pay increases for those Officers eligible on their applicable anniversary date effective September 30, 2015 and a mid-year across the board increase of 2% effective the pay period that includes the date of April 1, 2016.

ARTICLE 11
PROCEDURE FOR FILLING AND PROBATIONARY PERIOD FOR
BEGINNING POSITIONS IN THE FORT WORTH POLICE DEPARTMENT

Section 1. The entry-level hiring procedures and Minimum Standards listed in The City of Fort Worth Firefighters' and Police Officers' Civil Service Rules and Regulations ("Local Rules") will be used for hiring entry-level police officers when not in conflict with this Article.

Section 2. Subject to City Council review, approval, and oversight authority, the Civil Service Commission ("Commission") or the Civil Service Director acting as the Commission's designee, shall maintain authority and jurisdiction over the entry-level hiring process as described in this Article, including issues related to the enforcement, interpretation, or revision of the entry-level recruitment and hiring process described in this Article. The Commission shall approve any changes to the classification structure, entry-level hiring procedures, and Minimum Standards in the Local Rules. During this Agreement, the City will first discuss with the Association any changes to be recommended to the Commission relating to entry-level hiring procedures or Minimum Standards in the Local Rules. The City Council shall establish the number of positions in the Department and may approve, disapprove, or modify any changes to the classification structure made by the Commission. For the limited purpose of interpreting this Article, the provisions of Section 143.021 (a) and (b) of the TLGC will apply to the extent such provisions are not modified or superseded by the provisions of this Agreement.

Section 3. All entry-level candidates for police officer shall be required to pass the City authorized medical examination, drug screening and psychological examination to be considered for employment as a police officer. Any candidate who fails to pass the medical examination or psychological examination may appeal that result by following the procedures described in the Local Rules, Section 6.27 (or successor or superseding Sections).

Section 4. Recruitment for police officer candidates shall be a cooperative effort between the Department and the Human Resources Department. Recruitment methods shall be based on the needs of the Department to maintain full staffing to the extent possible. In all cases, recruitment efforts will be publicized and recruitment notices will be posted on the City's Job Announcement web page. Recruitment may be conducted on a continuous or periodic basis depending on the staffing needs of the Department.

Section 5. Eligibility to become a police officer will be determined by a candidate's ability to meet the minimum standards established in the Local Rules. Candidates must meet all minimum standards and requirements to be eligible for future licensing by the Commission on Law Enforcement Officers Standards and Education. A candidate must be between 21 years and 45 years of age by the date of the entry-level test required of that candidate.

Section 6. The selection of a candidate to be a police officer shall be based primarily upon the candidate’s suitability to serve as a police officer, as determined by the Chief or the Chief’s designee. All testing and selection procedures shall be designed and intended to identify the most suitable candidates for selection from those who apply and to exclude those candidates who are deemed not likely to possess the characteristics and abilities to be successful in the performance of police work. All candidates that are not hired under the Modified Hiring Process For Lateral Entry Officers as described in Section 13 of this Article, shall be required to pass an entry-level test intended and designed to measure the candidate’s suitability and ability to perform police work. A passing score will be established, based on the psychometric characteristics of the test as recommended by the test publisher. A candidate may be tested only once for a specific eligibility list. Candidates may be tested at different times and in different locations as long as adequate test security and test monitoring is used to insure the safety and fairness of the test. The same test will be used to test all candidates for a specific eligibility list or academy class. Candidates who have been honorably discharged from military service must provide proof of an honorable discharge by presenting a DD 214 at the time of their application or at least twenty-four (24) hours prior to taking an entry-level test. The candidate characteristics for which additional points shall be added to a passing test score and the point values for such characteristics are as follows:

Military Veteran (with honorable discharge per DD 214)	5 points
Associate’s degree or 60+ hours of college credit	1 point
Bachelor’s degree (or higher)	3 points
Resident of Fort Worth for six months or more at the time of their entry-level test (includes college students, if their primary residence is Fort Worth)	2 points

Additional points will be awarded only for the highest educational degree. Example: A candidate with an Associate’s degree and a Bachelor’s degree will receive additional points for the Bachelor’s degree only. All college credits and degrees must be from an accredited college or university. Five (5) points is the maximum cumulative number of additional points which shall be added to a candidate’s passing test score for any combination of such characteristics.

Section 7. Candidates with passing test scores will be placed on an eligibility list in the order of their overall eligibility scores (test score plus additional points). An eligibility list will be divided into “stanines” based on the eligibility scores of candidates who pass the entry-level test. A stanine is created by dividing the number of candidates with a passing score by nine (9). All candidates within a stanine shall be considered to have an equivalent eligibility score. Candidates with eligibility scores that span two stanines will be placed in the higher stanine. More than one eligibility list may exist at any time. In the event of continuous recruitment, the Department may request the closing of an eligibility list at any time for the purpose of processing candidates from that list. New eligibility lists may be created while an active list is being processed. The effective dates of an eligibility list may be set to coincide with the expiration of an existing list or any other appropriate time period. Candidates may not be hired from an

eligibility list that is created after an existing active eligibility list has been established until the existing list has been exhausted or has expired unless a Lateral Entry Officer (“LEO”) eligibility list is created. A LEO eligibility list may be processed to provide candidates for a Fort Worth Academy class prior to the processing of an existing eligibility list. An eligibility list may be effective for a minimum of three (3) months and a maximum of eighteen (18) months, or until a specified number of candidates for academy classes are selected from a list. The conditions that will determine when an active list may be closed must be determined prior to the establishment of the list. With the approval of the Commission, the Civil Service Director may close an eligibility list and cancel all candidate processing if sufficient reason, as determined by the Commission, exists to do so.

Section 8. Candidates will be referred by the Human Resources Department to the Department by stanine. If more candidates exist in a stanine than can be processed or there are more candidates than necessary to complete a class, the Department may request a specific number of candidates and this number of candidates will be referred based on their rank order within the appropriate stanine. The rank order of candidates having the same eligibility score will be determined by a lottery. Each such candidate will draw a number from a pool of mixed numbers randomly chosen for each testing site and testing time. Candidates drawing the lowest lottery numbers will be assigned the highest rank order among those candidates with the same eligibility score. Whenever the highest-ranking candidate(s) within a stanine possesses the same eligibility score as the lowest-ranking candidate(s) in the next-higher stanine, the candidate(s) in the lower stanine who possess the same eligibility score will be included in the higher stanine.

Section 9. The Department will determine those candidates who are most suitable to be hired as police officers based on a structured and job-related selection process. The selection process will include testing for physical ability, personal characteristics linked to the performance of essential job functions, decision-making, communication skills, and interpersonal skills. The Department may utilize interview boards, assessment exercises, written tests, polygraph examinations, background reviews, personal references or other appropriate selection methods to assess candidates as long as the methods have been reviewed by the Human Resources Department and found to be objective and job-related and applied consistently in processing candidates. Pass/fail standards or relative weighting standards may be established for the various selection methods. A candidate must complete and pass each step in the entry-level hiring process before being allowed to proceed to the next step in the process. Any candidate needing a reasonable accommodation in order to complete a step in the process will be afforded an opportunity to request that accommodation. A final review will be conducted by the Chief or the Chief’s designee who will make the final determination whether to hire a candidate. The Civil Service Director or designee will review all selection and rejection reasons to insure consistency and fairness in the selection process, and any corrections or errors not resolved by the Chief or the Chief’s designee shall be referred to the Commission for a decision. Any disagreement on the hiring or rejection of a candidate between the Chief or the Chief’s designee and the Commission will be resolved by the City Manager.

Section 10. All candidates within a stanine must be processed and either hired or rejected before candidates from a lower stanine may be hired. In the event there is a delay in processing candidates that could prevent the Department from the timely seating of an academy class, the Civil Service Director may, upon written request and appropriate justification by the Chief or the Chief's designee, allow the candidate(s) to be by-passed and candidates from lower stanines to be hired. If an Academy class is filled from a stanine prior to processing all candidates from the stanine, the remaining candidates in the stanine may be processed for hiring consideration and placement in the next available class. If an eligibility list expires or is closed prior to the next class, the Department may retain any candidate's name that was processed from the last stanine from which candidates were considered, for inclusion in the next available class. If all candidates within the last stanine processed are either hired or rejected and those suitable for hiring are retained for the next class, the Department may request this active eligibility list to be closed prior to an established expiration date. The Department must provide the Commission with an adequate reason to close an eligibility list prior to an expiration date.

Section 11. (a) All new hires and reappointed officers will serve a probationary period from the date of hire until completion of Academy training and one year following being commissioned as a Fort Worth police officer. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment, or condition, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to pregnancy, the Department may suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. This provision does not override or modify any other rights or privileges of the officer independent of Chapter 143 of the TLGC. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.

(b) Leave for probationary police officers will be based upon length of continuous service from date of hire. Probationary police officers will be eligible to use available sick leave after six months of service from the date of hire. Probationary police officers will be eligible to use available vacation and family leave after one year of service from the date of hire. Probationary police officers who terminate after one year of service from the date of hire will be paid for any accrued but unused vacation time as stated within the City of Fort Worth Personnel Rules and Regulations.

Section 12. (a) The Chief may reappoint former City of Fort Worth Officers following the reappointment policy, beginning with the provisions of 6.33 in Chapter 6, entitled "Reappointment After Resignation For Police Department", of the City of Fort Worth Firefighters' and Police Officers' Civil Service Rules and Regulations (Local Rules) (or any successor or superseding provisions). All former City of Fort Worth Officers who are reappointed pursuant to this Article will be reappointed at the rank of Police Officer.

(b) Reappointed officers must meet the minimum hiring and physical fitness standards to be eligible for reappointment.

(c) Beginning compensation for Officers who are reappointed twelve months or more after their last day of work as an Officer for the City will be that of a Police Officer at Step 3 for Officers who served between 2 – 5 years and Step 4 for Officers who served 6 or more years as described in the structured pay plan in Appendix C. Leave accruals and longevity pay for these Officers will be based on their date of reappointment.

(d) Beginning compensation for Officers who are reappointed less than twelve months after their last day of work as an Officer for the City will be that of a Police Officer, at the step of the structured pay plan described in Appendix C, based on the reappointed Officer's years of service with the City before their voluntary resignation, rounded down to the nearest year. For example, an Officer who, at the time they voluntarily resigned their employment with the City, was at the rank of Sergeant with 12 years and six months of service, who is reappointed eight months after their resignation, would be reappointed at the rank of Police Officer, and their beginning compensation would be at the step for a Police Officer with 12 years of service. Leave accruals and longevity pay for these Officers will be based on their adjusted service date.

(e) The Chief may adopt a written policy on commissioning and training requirements of reappointed officers.

Modified Hiring Process For Lateral Entry Officers

Section 13. The Chief shall establish requirements for applicants for lateral hiring from other Law Enforcement Agencies. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of recruit in the regular training academy. The requirements may be modified by the Chief, but shall include at least the following:

- 1) At the time of application, each applicant must be actively employed as a full-time paid police officer for a municipal law enforcement agency that serves a population of 100,000 or more. Each applicant must have a total of at least two years of active service as a police officer for a municipal law enforcement agency.
- 2) Each applicant shall hold a current intermediate peace officer certificate from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) or shall meet criteria established by the TCLEOSE for obtaining an intermediate peace officer certificate.
- 3) Each applicant will be subject to a background investigation and shall be required to pass the City authorized medical examination, drug screening and psychological examination to be considered for employment as a police officer.

- 4) The Chief shall establish the selection criteria and procedures for the Modified Hiring Process. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
- 5) Upon commissioning with the City of Fort Worth, the applicant will be placed in a position senior to those applicants in the Department's regular Training Academy who have not been commissioned.
- 6) The Chief shall establish the training requirements for a Modified Training Academy. All applicants hired through the Modified Hiring Process must successfully complete the Modified Training Academy.
- 7) All applicants will serve a probationary period from the date of hire until completion of the Modified Training Academy and one year following being commissioned as a Fort Worth police officer. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment or condition, such as pregnancy, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. This provision does not override or modify any other rights or privileges of the officer independent of Chapter 143 of the TLGC. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.
- 8) Each applicant will be assigned to a Field Training Officer (FTO) for a minimum of 8 weeks, unless an exception is granted based on a recommendation of the FTO and approved by the Chief or designee allowing the officer to end the FTO assignment after 6 weeks. If the exception is granted, one of the six weeks of training will be with an FTO in plainclothes, commonly referred to as the ghost phase. Otherwise, at least two weeks of training will be with an FTO in plainclothes, commonly referred to as the ghost phase.
- 9) Regardless of any rank or position the officer previously held in another law enforcement agency, an applicant who successfully completes the Modified Training Academy will be placed in the civil service classification of Police Officer and will automatically become a full-fledged civil service employee with full civil service protection, subject to successfully completing probation.
- 10) The pay rate for lateral hires with 2 – 5 years of law enforcement experience will be compensated at the Officer Step 3 rate of pay of the structured pay plan described in Appendix C. The pay rate for lateral hires with 6 or more years of experience will be compensated at the Officer Step 4 rate of pay of the structured pay plan described in Appendix C. These Officers will not advance to the next Step rate of pay until their accumulated service time with the City coincides with the next Step rate of pay.

- 11) Seniority for the purpose of asserting a seniority preference shall be determined by the date of the commission. If the commission dates are the same for two or more Officers, seniority will be determined by the Officers' relative final position in their Modified Training Academy class. Regardless of the pay rate established for each Modified Training Academy Officer, seniority for purposes of longevity pay shall begin when the officer successfully completes the Modified Training Academy.
- 12) The Modified Hiring Process described by this Article may be used by the Chief to commission up to thirty applicants for lateral hiring from other applicable Law Enforcement Agencies each fiscal year.

Section 14. Changes in Process.

The Commission may implement changes in the process or procedures set forth herein if the City Manager and the Executive Board of the Association approve a Memorandum of Agreement setting forth the changes deemed necessary to address problems or needs that arise after the effective date of this Agreement.

Section 15. Preemption.

In accordance with the provision in TLGC Section 143.307, the Parties expressly agree that this Article shall preempt and supersede any inconsistent provisions contained in TLGC Chapter 143, including but not limited to Section 141.032 and Sections 143.021 through 143.037. The parties further expressly agree that this Article preempts any inconsistent provision in the City of Fort Worth Firefighters' and Police Officers' Civil Service Rules and Regulations (Local Rules).

ARTICLE 12 COMPENSATORY TIME

As permitted by the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207(o), the City may compensate Officers with compensatory time in lieu of overtime compensation required by the FLSA, 29 U.S.C. § 207. Such compensatory time will be at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required by 29 U.S.C. § 207. Officers shall accrue overtime based on a 40-hour work week.

The Officer has the option prior to accepting the work assignment to refuse such compensatory time off and elect to be paid overtime at one and one-half the Officer’s regular rate of pay. This Article supersedes any and all agreements or understandings related to compensatory time arrived at between the City and any individual member of the bargaining unit during the term of this Agreement. If this Agreement expires, any lawful contracts or understandings that were made with individual Officers regarding compensatory time will apply.

Officers shall be allowed to accrue compensatory time up to a maximum accrual of two hundred and forty (240) hours. The rank of Captain shall be a non-exempt position for the purpose of earning and paying overtime, in accordance with the FLSA, 29 U.S.C. § 207 and Texas Local Government Code Section 142.0015.

ARTICLE 13 SENIORITY

Section 1. Seniority Defined

A. For persons in the police officer classification, seniority for the purpose of asserting a seniority preference shall be determined by the date of the commission. If the commission dates are the same for two or more Officers, seniority will be determined by the Officers' relative final position in their academy class.

B. For persons above the police officer classification, seniority for the purpose of asserting a seniority preference shall be determined by the date of promotion to the person's current classification. If the promotion dates are the same for two or more such persons above the officer classification, seniority will be determined by their position on the eligibility list, from which they were promoted to their current classification, provided that any officer promoted after being by-passed shall not be senior to an officer actually promoted first. Seniority applies in breaking a tie on a promotional list.

C. Seniority for Officers who have received a demotion due to a reduction in force shall be determined by the date of original appointment to the rank to which they are being demoted.

D. Seniority for Officers who are involuntarily demoted shall be determined by the effective date of the demotion.

E. Seniority for Officers who are reappointed after voluntary resignation shall be determined by their date of reappointment.

F. Officers in the rank of lieutenant and below may assert seniority preference for unit and shift assignment in accordance with the General Order, or Special Order, promulgated by the Chief, for In-House Vacancy Selection of Sworn Personnel. If the Chief determines that a revision to the above-stated General Order, or Special Order, is necessary, the Chief or the Chief's designee, and not more than two (2) representatives of the Association will discuss the proposed changes prior to implementation. The Chief's decision on any revision to the above-stated General Order or Special Order will be final.

G. Officers may not assert their seniority to bump other Officers from their days off, holidays, or vacations that have already been set.

H. The Chief may make assignments based upon hardship or other special needs.

I. Assignments of the Chief are not subject to challenge or grievance.

Section 2. Reappointed Officers

A. The adjusted commission date for Officers who are reappointed twelve months or more after voluntary resignation shall be determined by their date of reappointment. Such an Officer's seniority will be based on the Officer's adjusted commission date for asserting a promotional preference.

B. The adjusted commission date for Officers who are reappointed less than twelve months after voluntary resignation will be based on the years of service prior to the Officers' resignation. For example, the adjusted commission date for an Officer who resigns after 12 years and three months of service and is reappointed eight months after resignation is 12 years and three months. Such an Officer's seniority will be based on the Officer's adjusted commission date for asserting a promotional preference.

C. This section applies only to the commission date for reappointed officers; all other provisions related to reappointed officers are in Article 11.

Section 3. Preemption

In accordance with the provision in TLGC Section 143.307, the Parties expressly agree that this Article shall preempt and supersede any inconsistent provisions contained in TLGC Chapters 141, 142 and 143, including but not limited to Section 141.032.

ARTICLE 14 PHYSICAL FITNESS PROGRAM

Section 1. Applicability

a. Voluntary participation for incumbent Officers. Officers hired prior to October 1, 2009 may voluntarily participate in the mandatory physical fitness provisions of this Article. As to such Officers, the provisions of Chapter 143 shall continue to apply to any issues of fitness for duty, light duty, assignment, line of duty injury leave, or disability retirement.

b. Mandatory Participation for Future Officers and Reappointed Officers. Officers and reappointed officers hired on or after October 1, 2009 shall be required as a condition of continued employment to be and remain physically fit during their employment with the Department. The basis for the standards is further delineated below.

c. Exceptions for Officers and Reappointed Officers Between January 1, 2009 and June 1, 2009. Officers who were hired and reappointed between January 1, 2009 and June 1, 2009 may elect to become a mandatory participant in the Physical Fitness Program as outlined in this Article.

Section 2. Principles of Agreement

The Parties have agreed that implementing a Department wide physical fitness program and culture will require different strategies tailored to Officers in various career phases, and a transition period in order to facilitate the necessary changes and expectations for the program to work and achieve support. The Parties agree that a combination of these components are necessary:

- (1) Appropriate standards based on actual biometric studies of job tasks, and taking into account factors such as an Officer's rank, assignment and duties.
- (2) Incentives for physical improvement and conditioning.
- (3) A process for application and enforcement which is objective, fair and provides for an appeal.
- (4) Identification of a category of Officers exempted from the mandatory fitness standards.

Section 3. Physical Fitness Trainer

The City shall designate a physical fitness trainer on a full-time basis to assist Officers to reach program fitness levels.

Section 4. Physical Fitness Incentive Pay

A. Officers hired before October 1, 2009: Officers who achieve voluntary physical fitness standards established in accordance with the criteria in this Article shall be paid a physical fitness incentive of \$300.00 per year and payable in September of each year in which the Officer meets the applicable annual physical fitness standard. No Officer shall be eligible for more than one \$300.00 physical fitness incentive payment per year.

B. Officers and Reappointed Officers Hired on or After October 1, 2009: These Officers and Reappointed Officers shall be required to meet the mandatory physical fitness standards established in accordance with the criteria in this Article and as recommended by the Joint Committee on Physical Fitness, which shall be reasonably consistent with the recommendations outlined in the Healthmetrics study dated March 6, 2008. In return, the City will establish an individual Health Reimbursement Account (HRA) and deposit an initial amount of \$1,000, paid by the City for each officer.

An additional amount of \$300.00 per year will be contributed by the City, in lieu of the Physical Fitness Incentive in Section 4A above, for each such graduate or reappointed officer who achieves the physical fitness standards established in accordance with the criteria in this Article during that year. An Officer shall become eligible to receive reimbursements from the HRA upon their normal or disability retirement. An Officer's qualified dependents shall become eligible to receive reimbursements from the HRA upon the Officer's death. If an Officer with an HRA separates from the City prior to normal or disability retirement, the Officer shall forfeit the funds in his or her HRA consistent with the terms of the City's Administrative Services Agreement.

C. Officers and Reappointed Officers Who Were Hired Between January 1, 2009 and June 1, 2009: These officers were hired or reappointed after the City's retiree healthcare subsidy ceased and before the HRA were established by the 2009 contract between the City and the Fort Worth Police Officers' Association. To resolve this, these Officers may elect to become a mandatory participant in the Physical Fitness Program established in accordance with the criteria in this Article and as recommended by the Joint Committee on Physical Fitness, which shall be reasonably consistent with the recommendations outlined in the Healthmetrics study dated March 6, 2008. Within 30 Business Days after the effective date of this agreement, Officers that were hired or reappointed between January 1, 2009 and June 1, 2009 must provide written notice to the Training Captain or designee, of an election to become a mandatory participant in the Physical Fitness Program.

If an Officer elects to become a mandatory participant in the Physical Fitness Program, the City will deposit \$1,000.00 into an individual HRA for each of these employees in FY 13. Beginning after October 1, 2012, an additional amount of \$300.00 per year will be contributed by the City, in lieu of the Physical Fitness Incentive in Section 4A above, for each such Officer or reappointed officer who achieves the physical fitness standards established in accordance with the criteria in this Article during the year.

An Officer shall become eligible to receive reimbursements from the HRA upon their normal or disability retirement. An Officer's qualified dependents shall become eligible to receive reimbursements from the HRA upon the Officer's death. If an Officer with an HRA separates from the City prior to their normal or disability retirement, the officer shall forfeit the funds in his or her HRA consistent with the terms of the City's Administrative Services Agreement.

Officers who were hired or reappointed between January 1, 2009 and June 1, 2009 that do not elect to become mandatory participants in the Physical Fitness Program will be ineligible for an HRA. An Officer who voluntarily achieves physical fitness standards established in accordance with the criteria in this Article shall be paid a physical fitness incentive of \$300.00 per year payable in September of each year in which the Officer meets the applicable annual physical fitness standard. No Officer shall be eligible for more than one \$300.00 physical fitness incentive payment per year. As to such Officers, the provisions of Chapter 143 shall continue to apply to any issues of fitness for duty, light duty, assignment, line of duty injury leave, or disability retirement.

Section 5. Other Incentives

The Chief may, at his or her discretion, choose to develop other incentives based upon performance and/or passing scores. An Officer's ineligibility or non-qualification for any incentives shall not be the subject of any grievance procedure.

Section 6. Enforcement of Mandatory Standards for Officers Employed After October 1, 2009

Any Officer employed on or after October 1, 2009, who refuses to take part in the assessment of physical fitness as scheduled without a duly authorized deferment shall be considered insubordinate and neglecting their duty and may be subject to disciplinary action up to and including termination. Any such Officer who fails to achieve and maintain their applicable physical fitness standard shall be subject to disciplinary action up to termination, after three consecutive assessments, and such failure shall not qualify the Officer for light duty. To the extent feasible, a physical fitness assessment shall occur at twelve (12) month intervals.

Section 7. Deferments of Mandatory Standards for Officers Employed After October 1, 2009

The parties have formed a Joint Committee on Physical Fitness. The Committee shall establish policies regarding deferments from these physical fitness standards, including medical and administrative deferments or alternative assignments exempt from the provisions of this article.

Each Party shall maintain three (3) members for the Joint Committee on Physical Fitness. One member of the City Human Resources staff shall act as an advisor to the Committee in order to ensure validity of recommended actions. In the event the Committee should reach an impasse, the Parties will submit the disputed issues to mediation before a mutually selected mediator

within thirty (30) Calendar Days. In the event that mediation fails to resolve the impasse, the City and the Association shall each designate one representative for a panel determination of any remaining disputed issues. These two representatives shall select one neutral panel member. The three (3) person panel shall convene within thirty (30) Calendar Days after the conclusion of mediation to finally resolve the disputed issues. A meeting or hearing shall be established as necessary. The panel shall prepare a written decision on any issues and forward the final results to the Chief. The Chief is authorized to administer a physical fitness assessment program and physical fitness standards including policies regarding deferments, for all members of the Department as recommended by the Committee, or resulting from mediation or panel decision.

Issues relating to deferments will be referred to the Joint Committee on Physical Fitness for recommendations to be made to the Chief. If the Committee votes to deny the deferment, or if the vote of the Committee results in a tie vote, then the deferment will be denied. If the Chief disagrees with any recommendation of the Committee, the affected Officer may appeal the disputed deferment recommendation to the City Manager for a final and binding determination. The Committee shall establish policies regarding deferments from these physical fitness standards, including medical and administrative deferments or alternative assignments exempt from the provisions of this Article.

Section 8. Appeal of Mandatory Standards for Officers Employed After October 1, 2009

An Officer who is terminated after a third failure to maintain their applicable physical fitness standard may appeal the accuracy and correctness of the determination to a panel of three qualified individuals, one selected by the Association, one selected by the City and one selected by the other two representatives. The panel shall only be authorized to determine if the testing was properly conducted, the outcomes or scoring were correctly carried out and determined, and that the standards were applied in a substantially equal manner. If the panel determines that irregularities in the testing process occurred, the panel may elect to retest the Officer at a date and time determined by the panel. The panel shall have no authority to modify the testing standards. The appeal process of TLGC 143.081 shall not apply to this appeal.

Section 9. Preemption

The Parties have expressly agreed that this Article shall preempt contrary statutory provisions, and to the extent of any conflict with the provisions of TLGC, Chapter 143, any other statute, executive order, local ordinance, or rule adopted by the City, including any personnel board, or any Civil Service Commission, the provisions of this article shall prevail; provided, however, nothing in this Agreement shall preempt the authority of Civil Service Commission to order a physical and mental fitness for duty examination under TLGC 143.081.

ARTICLE 15 PROMOTIONS, DEMOTIONS AND REINSTATEMENTS

Section 1. Definition.

For the purpose of this Article (except for Section 7 herein), the term “demotion” or “demoted” means a demotion or return to an Officer’s prior tested rank, and reappointment from assistant chief to deputy chief.

Section 2. Appointment of Assistant Chief

A. The classification previously titled “deputy chief” is now titled “assistant chief.”

B. All promotions to the classification of assistant chief shall be exempt from competitive examinations, and instead shall be made by discretionary appointment of the Chief. The Chief will not be required to make promotions to the classification of assistant chief within any specific time period.

C. An Officer appointed to the classification of assistant chief may be demoted at the exclusive discretion of the Chief, and shall have no right to appeal such a demotion. An Officer so demoted shall have no right to prior notice, a statement of charges or to file a grievance or other complaint. Neither the Civil Service Commission nor an Arbitrator shall have any jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion.

D. The Chief may provide by policy for Chain of Command coverage for assistant chiefs and their subordinates.

1. A captain assigned to a position in a chain-of-command which is directly supervised by an assistant chief shall not be entitled to higher classification pay unless required by a direct order to actually serve as an assistant chief. In the event that such a captain, who is directly supervised by an assistant chief, is ordered to serve in the higher classification of assistant chief, that captain is entitled to the captain’s hourly rate of pay plus a 10% increase for the hours worked as assistant chief.

Section 3. Appointment of Deputy Chief

A. The classification previously titled “major” is now titled “deputy chief.”

B. All promotions to the classification of deputy chief shall be exempt from competitive examinations, and instead shall be made by discretionary appointment of the Chief. The Chief will not be required to make promotions to the classification of deputy chief within any specific time period.

C. An Officer appointed to the classification of deputy chief may be demoted at the exclusive discretion of the Chief, and shall have no right to appeal such a demotion. An Officer so demoted shall have no right to prior notice, a statement of charges or to file a grievance or other complaint. Neither the Civil Service Commission nor an Arbitrator shall have any jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such demotion.

D. The Chief may provide by policy for chain-of-command coverage for deputy chiefs and their subordinates.

1. A lieutenant assigned to a position in a chain-of-command which is directly supervised by a deputy chief shall not be entitled to higher classification pay unless required by a direct order to actually serve as a deputy chief. In the event that such a lieutenant, who is directly supervised by a deputy chief, is ordered to serve in the higher classification of deputy chief, that lieutenant is entitled to the lieutenant's hourly rate of pay plus a 10% increase for the hours worked as deputy chief.

2. A captain assigned to a position in a chain-of-command which is directly supervised by a deputy chief shall not be entitled to higher classification pay unless required by a direct order to actually serve as a deputy chief. In the event that such a captain, who is directly supervised by a deputy chief is ordered to serve in the higher classification of deputy chief, that captain is entitled to the captain's hourly rate of pay plus a 5% increase for the hours worked as deputy chief.

Section 4. Additional Requirements

A. Organizationally, the classification of deputy chief will be immediately below the classification of assistant chief and immediately above the classification of captain. The compensation rate for the rank of deputy chief and above is not controlled by TLGC 143.041 and 141.033 and will be set according to the City's annual compensation plan, as approved by the City Council. The Chief's appointments to assistant chief and deputy chief may be from any rank, as so provided in TLGC Section 143.014(d).

B. The City Council may choose to create up to ten (10) appointed positions including both the ranks of Assistant Chief and Deputy Chief.

Section 5. Promotion to Corporal/Detective, Sergeant and Lieutenant.

A. Eligibility for Promotion.

1. Corporal/Detective. An Officer will not be eligible to take a promotional eligibility examination for promotion to corporal/detective unless the Officer has served in the Department in the next lower classification or other positions specified by the Civil Service Commission for at least four (4) continuous years immediately before the date the promotional eligibility examination is held. An Officer's promotional eligibility to corporal/detective shall be determined by their commission date in accordance with the seniority provisions in Article 13.

2. Sergeant and Lieutenant. An Officer's eligibility to take a promotional examination for sergeant and lieutenant shall be determined by the following criteria:

a. The Officer has served in the Department in the next lower classification or other positions specified by the Civil Service Commission for at least three (3) continuous years immediately before the date the promotional eligibility examination is held.

b. The Officer must satisfactorily complete a supervisory or management training course of study for the promotional classification before the Officer may take the promotional eligibility examination. The City will provide reasonable opportunities, at the City's expense, for candidates to attend such courses of study. The Chief shall develop future training programs in-house, or in conjunction with educational institutions or agencies, which are tailored to individual supervisory ranks.

B. Promotional Examinations.

1. Vacant positions in the ranks of Corporal/Detective, Sergeant and Lieutenant shall be filled from an eligibility list created by a promotional procedure consisting of a written examination.

2. A study list must be posted for at least 60 calendar days prior to a written examination being given. Officers must meet all eligibility requirements to apply for the exam process. Officers will have 15 business days, excluding weekends and holidays, from the date the list is posted, to apply for the promotion process.

3. The written examination will have a total point value of 100 points. The written examination must have between 50 and 100 questions. The exam questions may utilize different styles of test questions as long as all answers to questions can be scored objectively. The written exam may contain questions from the Department's mandatory supervisory class that is required for promotion.

4. Additional points will be added to the final promotional score for Corporal/Detective, Sergeant or Lieutenant, based on Chart 1, below. Additional points will be awarded only for the highest educational degree. Example: A candidate with an Associate's degree, a Bachelor's degree, and a Master's degree will receive additional points for the Master's degree only. All college credits and degrees must be from an accredited college or university.

Chart 1:

Points on Corporal Examination	Points on Sergeant Examination	Points on Lieutenant Examination
One Point For Each Year of Service (in rank) = up to 10	One Point For Each Year of Service (in rank) = up to 10	One Point For Each Year of Service (in rank) = up to 10
60 college hours/Associate of Arts Degree = 1	60 college hours/Associate of Arts Degree = 1	
Bachelor Degree = 2	Bachelor Degree = 2	Bachelor Degree = 2
Master's Degree = 3	Master's Degree = 3	Master's Degree = 3
Military = 1		
Total Points Allowed = 13	Total Points Allowed = 13	Total Points Allowed = 13

5. Eligibility lists for promotion to Corporal/Detective, Sergeant and Lieutenant will expire one year after the date of the written examination.

C. Requirements after Promotion to Lieutenant

1. Within forty-eight (48) months after being promoted, Officers promoted to Lieutenant shall be required as a condition of maintaining the rank to complete with a passing grade at least sixty (60) hours of college credits or achieve an Associate's Degree from an accredited college or university. Officers who have already satisfied this requirement shall present proof to the Chief or designee. Officers who fail to provide proof to the Chief or designee within the specified time period shall be demoted to their previous rank and seniority.

2. If the Officer fails to complete the mandatory college requirements within the prescribed time period after promotion, the Officer will be allowed to appeal the demotion to the Chief only if exigent circumstances or an emergency situation occurred which prevented the Officer from completing the requirements. The Chief has the discretion to allow more time to fulfill the requirements; however, the requirements will not be waived.

D. Continuation and Life of Eligibility List

Any promotional process which has proceeded to the point of the administration of any test shall continue to its conclusion, irrespective of the expiration of this Agreement. Any eligibility list certified after the effective date of this agreement shall remain in effect for a period not to exceed twelve (12) months, irrespective of the expiration of this Agreement.

Section 6. Promotion to Captain.

A. Eligibility for Promotion

1. An Officer's eligibility to take a promotional examination for Captain shall be determined by the following criteria:

a. The Officer has served in the Department in the next lower classification or other positions specified by the Civil Service Commission for at least three (3) continuous years immediately before the date the promotional eligibility examination is held.

b. The Officer must satisfactorily complete a supervisory or management training course of study for the promotional classification before the Officer may take the promotional eligibility examination. The City will provide reasonable opportunities, at the City's expense for the candidate to attend such course of study.

B. Promotional Examination

1. A promotional eligibility list for Captain created prior to October 1, 2014, shall be in accordance with the promotion examination process outlined in Section 5 of this Article for promotion to Lieutenant. Beginning on October 1, 2014, the promotion examination process for filling Captain vacancies will follow the criteria in this section. However, if a promotional eligibility list for Captain was created prior to October 1, 2014, the promotional process outlined in this Article would not commence until the current list expired or was exhausted after October 1, 2014.

2. The promotional process for filling Captain vacancies set out in this Article will begin on October 1, 2014, and continue throughout the term of this contract.

3. Vacant positions in the rank of Captain shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an assessment center. Placement on a final eligibility list will be based on the combination of a written examination score and the score obtained in an assessment center process.

a. Additional points will be added to the final promotional score for Captain based on Chart 2 below. All college credits and degrees must be from an accredited college or university.

Chart 2:

Captain Examination

Additional Points	Written Examination Points	Assessment Center Points
One Point For Each Year of Service In Rank = up to 10	50 or 100 questions	Various exercises
Master's Degree = 3		
Total Points Allowed = 13	Total Points Allowed = 100	Total Points Allowed = 100

* The maximum number of points a captain can receive is 213 (if an assessment is included). The earliest an assessment center can be implemented for captain is 2014.

b. A study list must be posted for at least 60 calendar days prior to a written examination being given. Officers must meet all eligibility requirements to apply for the exam process. Officers will have 15 business days, excluding weekends and holidays, from the date the list is posted, to apply for the promotion process.

4. The written examination will have a total point value of 100 points. The written examination must have between 50 and 100 questions. The exam questions may utilize different styles of test questions as long as all answers to questions can be scored objectively. The written exam may contain questions from the Department's mandatory supervisory class that is required for promotion. There will be no pass/fail score on the written examination for Captain if an assessment center process will be part of the final eligibility score. The written examination may be developed by employees of the Human Resources Department or a consultant hired by the City. If an assessment center process is part of the final eligibility score, a percentage of the written exam score will be applied to a promotional candidate's final eligibility score.

C. Assessment Center.

1. The Human Resources Department, in coordination with the Department will hire a consultant to develop an assessment center process in advance of the need to create an eligibility list for a promotional rank using an assessment center process. If an assessment center has not been developed or an existing assessment center needs to be revised to include new or different scenarios or situations and exercises, then following the posting of a vacancy announcement for the written examination, the assessment center development or revision process should be initiated.

Due to the complexities and time involved in choosing a qualified vendor to participate in the development of an assessment center based on the essential job functions of the rank or the revision of an existing assessment center, a significant amount of time may pass between creating an eligibility list based on a written exam and conducting the assessment center.

2. The portions of the assessment center that require verbal communication from the Officer, such as Structured Interviews, Role-Playing, Oral Presentation, etc., will be video recorded. An individual candidate may review, but may not copy, their recorded video responses on a single occasion after executing a confidentiality non-disclosure form. The Association shall be entitled to meet with the test designer to review statistical test evaluations, outcomes and methodology, which shall include the materials associated with rater training and performance, and any candidate orientation materials. After such meeting, if the Association raises a concern about failure to comply with the provisions of this Agreement, they may request access to the video recorded assessments, which shall be considered by the Chief. If denied by the Chief, an arbitrator appointed in connection with a contract grievance shall be authorized to require production of the relevant materials. This paragraph shall not prevent access by the Association to any materials that are public records under state law.

3. The assessment center will be developed based on the professional guidelines for assessment centers advocated by the American Psychological Association. The Department will follow City purchasing requirements to select one or more consultants to design and develop an assessment center for the ranks of Captain. The consultant shall make all final decisions concerning the design and implementation of the assessment center. Revision of an existing assessment center to avoid “familiarization” of assessment center content may be done by the same or different consultant. If necessary, an assessment center will be revised by a consultant if the revision involves removing unnecessary exercises or adjusting rating scales.

4. The Consulting Company shall also select the assessors who shall meet the following criteria:

- a. Equivalent rank to the promotion, or above;
- b. Shall not reside in the city of Fort Worth;
- c. Shall not be related within the second degree to any candidate for promotion;
- d. Shall not personally know any candidate for promotion;
- e. Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank; and
- f. Shall not be a current or former employee of the City, Department or any other entity legally related to or controlled by the city of Fort Worth.

5. The consultant will utilize, as appropriate, the following types of exercises typically found in assessment centers:

- a. In-Basket
- b. Problem Solving/Analysis
- c. Written and Oral Resumes/Structured Interviews
- d. Role-Playing
- e. Memo/Report Writing
- f. Oral Presentation/Plan Preparation
- g. Staff Meeting

h. Special Event/Operations.

The consultant may utilize other types of assessment exercises or methods if there is documented research on the validity of the exercise or method for use with assessing the rank of Captain.

6. The consultant will have responsibility or oversight of the following administrative functions:

- a. Collect data on the essential job duties of the tested rank for test and exercise development.
- b. Conduct transportability study for use of standard assessment exercise or methods for use with the tested rank.
- c. Provide any documentation or research supporting the validity of the exercises or methods used.
- d. Provide an Administrator's manual if the assessment center is administered by the Human Resources Department. This should not be construed as granting authority for Human Resources to write, control or grade the test.
- e. Provide guidance on the selection of assessors.
- f. Conduct or provide a training manual for training assessors to objectively evaluate candidate performance or behavior and rate candidates on the appropriate rating scales.
- g. Provide rating scales and criteria for evaluating candidates on the appropriate assessment dimensions and a methodology to combine assessment center scores to place candidates on a rating scale with 100 points.
- h. Conduct or provide materials and information for an orientation to the assessment center process for candidates.
- i. Provide guidance or conduct any other administrative function deemed necessary to insure the fairness or efficiency of the assessment process.

7. The number of Officers on the written examination eligibility list who will move to the second step of the promotion process (assessment center) will be based on the number of vacancies in the promoted rank that were filled from the prior promotion list for the rank. For each vacancy that was filled from the prior promotion list, the top three Officers on the written examination list will be eligible to participate in the assessment center. For example, six Officers will be eligible to participate in the assessment center if two vacancies were filled from the prior promotion list for the particular rank. Based on the number of prior vacancies, it is possible that all Officers on the list will be eligible. If there was only one (1) vacancy on the prior promotion list, the top five (5) Officers on the written examination list will be eligible to participate in the assessment center.

8. The assessment center will have a total point value of 100 points. The scoring of points are detailed in Chart 2. Scoring in assessment centers relies on human observation and judgment. Assessors will receive training on the assessment center process. Assessors will also be provided with rating standards for use in the scoring process. While matters relating to the written examination can be appealed under TLGC 143.034, due to the subjective nature of assessment center scores, assessment center contents or results are not appealable to the Civil Service Commission, a hearing examiner, or District Court.

D. Promotion from an Eligibility List.

Upon finalization of the eligibility list, the Chief or designee will request an eligibility list of from the Director of Civil Service or designee, in accordance with TLGC 143.036 (b). The Chief shall select the Officer from the list with the highest combined score, in accordance with Chart 2, unless the Chief has a valid reason for not appointing the person in accordance with TLGC 143.036 (f). An eligibility list will expire eighteen (18) months from the date that the eligibility list is posted by the Civil Service Director or designee or when exhausted. An Officer referred three times may be struck from the eligibility list at the request of the Chief.

E. Tests/Assessment Centers Occurring During Military Leaves of Absence

Officers who are serving on active military duty as members of the armed forces while this contract is in force will be eligible to take promotional written examinations according to the conditions and requirements of the Local Rules, Promotional Examination Policy For Active Military Duty Employees, 11.28 – 11.33. If the promotional process includes an assessment center to be placed on a promotional eligibility list and the Officer is eligible to participate in a promotional assessment center, the Officer will be required to participate in an assessment center conducted after the Officer returns to work. If the Officer has already taken the written examination and an assessment center is scheduled within 180 calendar days of the Officer's return to work, the Officer may voluntarily participate in the assessment center. Otherwise, the Officer will participate in the next promotional process after 180 days of returning to work. This provision is intended to comply with requirements of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and to supersede the terms of Section 143.032(b) of the Texas Local Government Code. This Agreement does not prevent the City from taking steps to comply with USERRA under unique or special circumstances.

F. Requirements after Promotion to Captain

1. Within sixty (60) months after being promoted, Officers promoted to Captain shall be required as a condition of maintaining the rank to obtain a Bachelor's Degree from an accredited college or university. Officers who have already satisfied this requirement shall present proof of completion to the Chief or designee. Officers who fail to provide proof to the Chief or designee within the specified time period shall be demoted to their previous rank and seniority.

2. If the Officer fails to complete the mandatory college requirements within the prescribed time period after promotion, the Officer will be allowed to appeal the demotion to the Chief only if exigent circumstances or an emergency situation occurred which prevented the Officer from completing the requirements. The Chief has the discretion to allow more time to fulfill the requirements; however, the requirements will not be waived.

3. If an Officer is promoted to the next higher rank before completing the educational requirements for the previous rank, the time requirements remain in effect for completion of the appropriate educational requirements for that previous rank. For example, an Officer is promoted to Lieutenant on January 1, 2014 and has forty-eight (48) months, that is, until January 1, 2018, to complete sixty (60) hours of college credits or achieve an Associate's degree. The Officer is promoted to Captain on January 1, 2017 without achieving the college hours or the degree. The Officer will have until January 1, 2018 to obtain sixty (60) hours of college credit or an Associate degree. Officers who fail to provide proof to the Chief or designee within the specified time period shall be demoted to their previous rank and seniority.

G. Continuation and Life of Eligibility List.

Any promotional process which has proceeded to the point of the administration of any test shall continue to its conclusion, irrespective of the expiration of this Agreement. Any eligibility list certified after the effective date of this Agreement shall remain in effect for a period not to exceed eighteen (18) months, irrespective of the expiration of this Agreement.

Section 7. Removal from an Appointed Position

If an Officer is removed from an appointed classification solely at the discretion of the Chief, and not for disciplinary reasons, the Officer will be reinstated to his or her prior tested classification with no loss of seniority rights or break in service. The Officer shall be considered to have continuously served in that prior lower classification from the date he or she was initially promoted into that rank and will be eligible to take a subsequently scheduled promotional exam to the next higher classification if the required number of years of service or other eligibility criteria is met. The removal from an appointed position will not be treated as being for disciplinary reasons, unless so stated in writing by the Chief.

Section 8. Preemption Provision.

This Article shall preempt any contrary provisions in Chapter 143, including but not limited to those set forth in Section 2 of this Article and in Sections 143.014, Subchapter B (143.021-143.038) and 143.072 of the statute, it being expressly agreed and specifically so provided under the authority of Section 143.307.

ARTICLE 16
VACANT PROMOTIONAL POSITIONS RESULTING FROM MILITARY
LEAVE OF ABSENCE

Section 1. When an Officer in the rank of corporal/detective or higher rank is serving on active military duty and has taken a military leave of absence, the Commission shall fill the person's position in the Department in accordance with the content of this Agreement.

Section 2. If an Officer who is in a promotional rank is on unpaid military leave of absence, a vacancy occurs as of the date the unpaid leave begins. Military leave includes Officers' initial entry into a branch of the service as well as Officers who are recalled to active military duty. An Officer may request unpaid military leave by making application to the Commission. When an Officer on military leave must be placed in an unpaid status, this will be construed the same as making application for unpaid military leave with the Civil Service Commission. If an Officer is receiving full pay from the City while on military leave, whether through vacation, supplemental pay or other paid leave, or through substitutions as authorized in TLGC, Chapter 143.072(h), no vacancy is created. A vacancy only occurs if an Officer is on unpaid military leave of absence. For the purpose of this Agreement, unpaid military leave shall exist anytime an Officer does not receive full pay from the City from salary, working agreement, accrued paid leave, supplemental leave benefit or any combination thereof.

Section 3. The Officer who fills the promotional position is subject to replacement by the person who was on the military leave at the time the person returns to Active Duty in the Department unless subsequent vacancies resulting in promotions have occurred in the same rank. In that case, the person most recently promoted to that rank, and thus having the least seniority time in that rank, would be returned to their former position in accordance with the provisions below.

Section 4. If the reinstatement of an Officer who received a military leave of absence causes that person's replacement, or the person most recently promoted to that rank, to be returned to a lower rank and placed on a reinstatement list, the person on the reinstatement list has a preferential right to a subsequent appointment or promotion to the rank from which the person was demoted. This preferential reinstatement right is valid for up to one year from the date of the demotion and has priority over an existing eligibility list. This preferential right is also subject to the replaced person remaining physically and mentally fit to discharge the duties of that position. If an eligibility list does not exist, no new eligibility list will be created until an existing reinstatement list is exhausted or it expires.

ARTICLE 17 NON-DISCRIMINATION

Section 1. Discrimination Prohibited.

Neither the Association nor the City shall engage in discrimination against any employee because of the employee's membership or non-membership in the Association or because of the employee's race, color, national origin, religion or creed, age, sex or gender, sexual orientation, military status or veterans' status, or disability or handicap.

Section 2. Non-interference With Protected Rights.

Neither the Association nor the City shall cause or attempt to cause an Officer to interfere with, restrain, or coerce an employee from exercising their right to join or support the Association or other organization or to refrain from joining or supporting the Association or other organization. Likewise, neither the Association nor the City shall cause or attempt to cause an Officer to interfere with, restrain, or coerce an employee's right to engage in lawful Association activities or to refrain from engaging in lawful Association activities.

Section 3. Association Duty of Fair Representation.

The Association recognizes its responsibility as the sole and exclusive bargaining agent under the applicable provisions of the TLGC and this Agreement and agrees to represent all Officers in a non-arbitrary and non-capricious manner, regardless of their membership or non-membership in the Association or other organization.

Section 4. City Non-Interference.

The City shall not dominate, interfere, or assist in the formation, existence or administration of any employee organization which is qualified to be a collective bargaining agent for Officers; or contribute financial support to any such employee organization.

ARTICLE 18 MAINTENANCE OF STANDARDS

Section 1. Excluded Items

Save and except for motorcycle pay, take home cars, auto allowance, mileage reimbursement, military leave pay supplement, retirement benefits, and vacation leave which is provided herein, existing special pay amounts and leave allowances as set forth in written City or Department policy as of September 1, 2008, shall remain unchanged for the duration of this Agreement.

Section 2. Past Practices

The City reserves the right to make or change any act or decision that is reserved to the City in Article 5 of this Agreement, entitled "Management Rights," and the exercise of that right cannot be limited by any written or unwritten past practice or policy. The City's exercise of such right will not be contrary to this Agreement or the City's Personnel Rules and Regulations ("PRRs"), as such PRRs are applicable to members of this bargaining unit. The parties understand that the City is in the process of revising the PRRs, and that some revisions may affect members of this bargaining unit. The City will provide to the Association 30 days' advance notice prior to implementing these revised PRRs. Thereafter, the City will provide to the Association two weeks advance notice of any subsequent changes to the PRRs. Special Pays currently in effect shall continue to be calculated and payable in accordance with the existing PRR's, however, the exercise of Management Rights may affect or change the specific employees selected, or the number and frequency of employees entitled to pay under the PRR's, as a result of the reserved powers and prerogatives in Article 5. To the extent of a conflict between this Agreement and the PRRs, this Agreement controls. Any topic that is not covered in this Agreement, but is covered by City ordinance, state or federal law, or by the PRRs, will be controlled by the applicable law or the PRRs.

ARTICLE 19 HOLIDAYS

Section 1. Holidays Identified

As of the effective date of this Agreement, the City recognizes and provides paid time off for the following 8 holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day (4th of July), Labor/9-11 Remembrance Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. If the City adds an additional permanent holiday for all City employees during the term of this agreement, the holiday will be added to the list of recognized holidays above. For the members of this bargaining unit, these holidays will be observed as follows: (1) New Year's Day, Independence Day (4th of July), Thanksgiving Day, the Day after Thanksgiving, and Christmas Day will be observed on the actual calendar date of the holiday; (2) Martin Luther King Day, Memorial Day, and Labor/9-11 Remembrance Day will be observed on the City-designated holiday. Holiday Pay or Holiday Leave accrual for a holiday is limited to 8 hours of the 24-hour day on which the holiday occurs.

Section 2. Holiday Accrual and Pay Upon Separation

Officers may accrue up to 128 hours of Holiday Leave. Maximum payment upon separation will be limited to 128 hours Holiday accrual. Unused Personal Holiday time will not be paid upon separation.

Section 3. Personal Holidays

In addition to these paid holidays, Officers who have completed their initial probationary period are given one (1) Personal Holiday at the beginning of the payroll year that must be used prior to the end of the payroll year, or the Personal Holiday is forfeited. Personal Holiday time can be taken on any day of the year that the Officer is scheduled to work, with supervisory approval.

Section 4. Holiday Premium Pay and Eligibility for Overtime

Holiday Premium Pay will be paid as follows: (a) If an Officer works on a holiday and the hours the Officer works during that week do not result in the Officer being eligible for overtime, the hours worked by the Officer on the holiday will be paid at 1 1/2 times the Officer's step rate of pay; (b) If an Officer works on a holiday and the hours the Officer works during that week do result in the Officer being eligible for overtime, the hours worked by the Officer on the holiday will be paid at 1 1/2 times the Officer's regular rate of pay. Hours worked by an Officer on a Holiday, for which the Officer receives Holiday Premium Pay, will not count as hours worked for the purpose of calculating eligibility for overtime during the work week that includes the holiday.

Section 5. Holiday Pay and Holiday Leave

A. Officers who are not scheduled to work on a holiday.

Officers who are not scheduled to work on a day that is a holiday, as set out in Section 1, above, and who do not work on that holiday will receive 8 hours of Holiday Leave, to be used at a later date. In addition to Holiday Premium Pay, Officers who are not scheduled to work on a day that is a holiday, as set out in Section 1, but who do work on that holiday will be allowed to choose to receive Holiday Pay, at their regular step rate of pay, or accrue Holiday Leave, for use at a later date, in an amount of hours equal to the number of hours they worked on the holiday, up to a maximum of 8 hours. If such Officer works fewer than 8 hours on the holiday, they also will accrue Holiday Leave, to be used at a later date, in an amount of hours equal to the difference between 8 hours and the number of hours they worked on the holiday.

B. Officers who are scheduled to work on a holiday.

Officers who are scheduled to work on a day that is a holiday, as set out in Section 1, and who do not work on that holiday will receive 8 hours of Holiday Pay, at their regular step rate of pay.

In addition to Holiday Premium Pay, Officers who are scheduled to work on a day that is a holiday, as set out in Section 1, and who do work on that holiday will be allowed to choose to receive Holiday Pay, at their regular step rate of pay, or accrue Holiday Leave, for use at a later date, in an amount of hours equal to the number of hours they worked on the holiday, up to a maximum of 8 hours. If such Officer works less than 8 hours on the holiday, they also will receive Holiday Pay, at their regular step rate of pay, in an amount of hours equal to the difference between 8 hours and the number of hours they worked on the holiday.

C. Daybreaker

If due to a daybreaker schedule, an Officer is scheduled to work less than an entire shift (e.g., the Officer's workweek begins at 10:00 pm on the holiday), in addition to receiving Holiday Premium Pay, the Officer will be allowed to choose to receive Holiday Pay at their regular step rate of pay, or accrue Holiday Leave for use at a later date, for the number of hours worked. The Officer will accrue as Holiday Leave the difference between 8 hours and hours worked.

D. Hours paid as Holiday Pay will count as hours worked for the purpose of calculating eligibility for overtime during that week. Hours accrued by the Officer as Holiday Leave will count as hours worked for the purpose of calculating eligibility for overtime, in the week that the leave is taken.

E. Officers who are on paid occupational injury leave, city-compensated military leave, or jury duty will accrue a holiday (8 hours). Officers may not use any other paid leave on the holiday to accrue the holiday. Any leave scheduled on a holiday will not be deducted from an Officer's leave balance, and the Officer will receive holiday pay instead of using leave time.

Section 6. Scheduling of Non-Essential Personnel On Holidays

Nothing in this Article will prevent the Chief or designee, from implementing requirements for non-essential personnel regarding scheduling Officers to work on, or observe, actual or City-designated holidays, and the resulting mandatory use of accrued holiday, or other, leave on such holidays. For example, the Chief can implement a policy that requires all Officers who were not scheduled to work, and did not work, on Christmas Day, when it falls on a Sunday, to use the accrued leave from that holiday on December 26th, the City-designated Christmas holiday.

Section 7. Definitions

“Holiday Leave” means up to 8 hours of leave, as set out in this Article.

“Holiday Pay” means up to 8 hours of compensation paid to an Officer at the Officer’s step rate of pay relating to a holiday.

“Holiday Premium Pay” means compensation paid to an Officer for work performed on a holiday, paid at the rate of either: (a) 1 1/2 times the Officer’s step rate of pay if the Officer works on a holiday and the hours the Officer works during that week do not result in the Officer being eligible for overtime; or (b) 1 1/2 times the Officer’s regular rate of pay, if an Officer works on a holiday and the hours the Officer works during that week do result in the Officer being eligible for overtime.

Section 8. Examples

A number of examples are provided in Appendix D to demonstrate how time will be paid during a holiday week. The parties agree that these examples correctly state the application of the provisions of this Article.

Section 9. Preemption

This Article preempts TLGC Section 142.0013(d).

ARTICLE 20 SHIFT DIFFERENTIAL

Shift differential will be paid for time worked between the hours of 6:00 p.m. and 6:00 a.m. Shift differential will be paid for only the time worked between these hours regardless of an Officer's assigned shift. Shift Differential will be paid as follows: (1) During the first two years of this Agreement, hours worked between 6:00 p.m. and 6:00 a.m. will be paid at an additional rate of 5% of base step pay; (2) During the third, fourth and any evergreen year of this Agreement, hours worked between 6:00 p.m. and 6:00 a.m. will be paid at an additional rate of 6% of base step pay.

Shift differential will be paid on the actual hour(s) worked in the shift differential time period during the workweek when compensatory time is earned. Shift differential will be included in the calculation of regular rate of pay.

Shift differential will not be paid for any leave time used, including holiday leave, personal holiday and compensatory time used. Shift differential is also not paid for working eligible hours on Grant Details (as distinguished from full-time grant-funded positions), Emergency Call Back, Court Time, DA Time, non-emergency call back time, or the ½ time premium component of Holiday Premium Pay.

This Article will become effective either during the pay period that includes May 1, 2013 or during the pay period that includes the effective date of this agreement, whichever is later. K-9 Officers will be paid shift differential as provided herein, and for all hours scheduled for animal care outside of their regular work hours and on their regular days off or on days when they use leave.

This Article will control over any inconsistent or contrary provision in Texas Local Government Code Section 143.047 or any conflicting city ordinances, policies or practices.

ARTICLE 21
CIVILIANIZATION OF CERTAIN SWORN OFFICER POSITIONS

Section 1.

Notwithstanding any provision in this agreement to the contrary (if any), and without altering any other provision of this Agreement, the City is authorized to civilianize positions in the Jail Section and Crime Scene Search Unit, and any civilianization action in these two units heretofore taken by the City is hereby ratified and approved by the Association.

It is understood and agreed, however, that no civilian position will supervise or command sworn civil service personnel in the Jail Section, Crime Scene Search Unit, or any units in which civilian positions are created in the future.

It is understood and agreed that the number of authorized sworn positions in the Crime Scene Search Unit may be reduced during the term of this Agreement only if the City implements a reduction in force in the Department as a part of its budget process, in compliance with Chapter 143. In such event, any civilian positions and sworn positions shall be reduced, proportionally.

Section 2.

Civilian personnel assigned as Crime Scene Specialist.

Minimum Qualifications:

- A. Graduation from an accredited four-year college or university with major course work in Criminal Justice, Science, or a field related to the job, plus (2) years experience in crime scene investigation, in a crime laboratory, or in law enforcement.
- B. Any combination of experience that would likely provide the required knowledge in Section 2A can be considered in meeting the minimum qualifications.

Section 3. Jail Staffing

The parties agree that the current practice of using non-sworn employees to perform duties at the jail complies with the applicable standards under Local Government Code Chapter 143, and that same practice may continue at the jail or other detention facility operated by the City.

Section 4. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with or is inconsistent with this Article and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Texas Local Government Code Chapters 141, 142, and 143, including but not limited to Chapter 143, Subchapters A, B, C and I as amended.

ARTICLE 22
TUITION REIMBURSEMENT

The City shall fund and sworn Department employees shall be eligible to participate in the City's Tuition Reimbursement or Education Reimbursement program during the term of this Agreement. The City's Human Resources Department shall determine eligibility and administer and oversee the program subject to the terms and conditions set out in the City's Personnel Rules and Regulations, with the exception of the funding limitations noted in the Statement of Purpose.

The Education Reimbursement Policy from the City's Personnel Rules and Regulations is set out in Appendix E.

ARTICLE 23
REOPENER PROVISIONS FOR HEALTHCARE
AND PENSION BENEFITS

Section 1. Employee or Retiree Health Care

In the event that the City negotiates future provisions for health care or retiree health care with the Fort Worth Professional Firefighter's Association (not including provisions relating to any VEBA trust) which are different than those set forth herein, the Association shall be entitled to reopen Meet and Confer discussions with the City regarding any such asserted differences. The parties agree that those discussions may result in changes, postponement or reduction in some benefits in order to provide similar health care or retiree health care benefits. If Meet and Confer discussions are reopened, they will be limited to such differences in health care or retiree health care that the Association identifies, in writing, 30 days before the beginning of the reopened discussions. Such reopened Meet and Confer discussions must be completed within 60 days after the face-to-face discussions begin, unless the Association and the City agree, in writing, to extend the discussions. Any agreement between the Association and the City that results from the reopened Meet and Confer discussions will not be effective unless and until it is approved by the City and the Association, pursuant to the requirements of Article 25 of this Agreement, either as an amendment to this Agreement or a separate Memorandum of Understanding.

Section 2. Pension Benefits

In the event that the City negotiates future provisions for pension benefits with the Fort Worth Professional Firefighter's Association which are different than what are applicable to Officers, as set out in Ordinance No. 20471-10-2012, adopted by the Fort Worth City Council on October 23, 2012, the Association shall be entitled to reopen Meet and Confer discussions with the City regarding any such asserted differences. The parties agree that those discussions may result in changes, postponement or reduction in some benefits in order to provide similar pension benefits. If Meet and Confer discussions are reopened, they will be limited to the differences in pension benefits that the Association identifies, in writing, 30 days before the beginning of the reopened discussions. Such reopened Meet and Confer discussions must be completed within 60 days after the face-to-face discussions begin, unless the Association and the City agree, in writing, to extend the discussions. Any agreement between the Association and the City that results from the reopened Meet and Confer discussions will not be effective unless and until it is approved by the City and the Association, pursuant to the requirements of Article 25 of this Agreement, either as an amendment to this Agreement or a separate Memorandum of Understanding

ARTICLE 24
OFF-DUTY EMPLOYMENT AT CITY-OWNED FACILITIES

The parties understand that 29 U.S.C. § 207(p)(1), known as the “special detail exemption” is part of the Fair Labor Standards Act, and provides that Officers of public agencies, such as the City, may, at their own option, perform off-duty employment for an employer who is independent and separate from the City, and the City will not be required to count those hours worked in calculating overtime, even if the City facilitates the scheduling of this work or determines the compensation that a third party will pay for the Officers’ off-duty work. The Association agrees that the City’s procedures regarding facilitating and scheduling Officers for off-duty work for employers who are independent and separate from the City, including work at facilities owned by the City, comply with the special detail exemption.

The parties agree that Officers participating in off-duty employment opportunities facilitated through the City, even at facilities owned by the City, are working off-duty for the third party who contracted for their services, including lessees of City facilities, and are not working for the City. This includes any work performed for third parties in facilities owned by the City, for which the third party is responsible for paying the compensation for the Officers’ work. The parties further agree that the hours worked in such off-duty employment will not count as hours worked for the purposes of calculating overtime, or accruing comp time, will not be subject to shift differential, or any type of special or premium pay, and will not be pensionable earnings, even if the City’s agreement with the third party requires the third party to pay the compensation owed to the Officers to the City and the City is required to forward that compensation to the Officers. The Chief shall adopt a written policy to provide for the scheduling of Officers for off-duty employment on a reasonable and equitable basis.

ARTICLE 25 COMPLETE AGREEMENT

Section 1. The Parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of bargaining for a Meet and Confer agreement. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as herein contained. No alteration, amendment or variation of this Agreement's terms shall bind the Parties unless made, executed and voted on by the Parties as required by Subchapter I of Chapter 143 of the TLGC. A failure of the City or Officer to insist in any one or more instances upon performance of any terms or condition of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

Section 2. In the event that any provision in this Agreement conflicts or is inconsistent with any provision of Chapter 141, 142 or 143, TLGC, or any other civil service provision or rule or statute as amended from time to time, ordinance, General Orders or Personnel Rules and Regulations setting standards or rights for Department employees, this Agreement shall prevail, notwithstanding any such provision of Chapter 141, 142 or 143, TLGC or any other state statute.

ARTICLE 26
SAVINGS CLAUSE

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 27 DURATION AND TERMINATION

Section 1. As of the effective date of this agreement, all pay increases, leave, or changes in benefits, shall be implemented in accordance with the respective timelines outlined herein. This Agreement shall remain in effect until the 30th day of September, 2016, or until such time as it is superseded by a new agreement between the Parties, whichever occurs later provided however, that in no event shall this Agreement continue in effect after September 30, 2017.

Section 2. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City cannot meet its funding obligations, as provided in the State Constitution, this entire Agreement becomes null and void.

Section 3. Voter Disapproval of the Crime Control Prevention District.

A. In the event that the election to extend and continue the Crime Control Prevention District does not result in its extension, the City shall have the authority to postpone the implementation of any pay increase, step increase, or step pay change set forth in this Agreement upon the effective date and thereafter, for a period of 12 months from the date of the canvass of the election results; provided, however, that after postponement, such increase shall nevertheless take place beginning the 12th month after the date initially provided for, and shall continue in effect during any remaining evergreen period, as provided in Section 1.

B. In the event of action by the City Council under the prior paragraph, the Parties shall convene for the purpose of negotiating contract changes in the context of lost funding, but all obligations of the Agreement shall otherwise continue, subject to the postponement of any increases or changes noted above, unless agreed amendments are approved by both Parties. Any pay increases, step increases or step pay changes postponed herein shall be paid the first pay period following the 12th month from the date of the canvass of the election results unless modified by amendment of this Agreement by the Parties.

C. This Agreement does not impair the authority of the City Council to determine the number of authorized positions in the Department, or to change the classification of positions.

ARTICLE 28
NOTICE

Except as otherwise provided herein, any notice, demand, request or other communication hereunder given or made by either Party to the other shall be in writing and shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties hereto at the respective addresses set out below, or at such other address as they may provide by written notice to the other Party.

- A. If to City:
City Manager
City of Fort Worth
1000 Throckmorton Street
Fort Worth, TX 76102

- B. If to Association:
President
Fort Worth Police Officers' Association
904 Collier Street
Fort Worth, Texas 76102

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF _____, 20__.

CITY OF FORT WORTH

Thomas M. Higgins
City Manager

Betsy Price
Mayor

Susan Alanis
Assistant City Manager

FORT WORTH POLICE OFFICERS' ASSOCIATION

Stephen L. Hall, President
Fort Worth Police Officers' Association

APPENDIX A

VOLUNTARY PAYROLL DEDUCTION CITY OF FORT WORTH

I authorize the City of Fort Worth to
the following Payroll Deduction(s):

begin

discontinue

change

Employee Name: _____
LAST NAME FIRST NAME MIDDLE INITIAL

Employee ID #: _____
id:gr:employeeid

Employee Signature: _____ Date: _____

Must have an original employee signature (no faxes, scanned documents, etc.) to process Payroll Deduction Request.

Deduction Name	Bi-Weekly \$ Amount	Deduction Code
<input type="checkbox"/> Aetna Cash Accumulation Fund – GUL Employee Contribution		GULEE
<input type="checkbox"/> Aetna Cash Accumulation Fund – GUL Spouse Contribution		GULSP
<input type="checkbox"/> American Family (AFLAC (Family Cancer Plan))		AFLAC
<input type="checkbox"/> Allstate		ALLST
<input type="checkbox"/> Association of City Employees (ACE)		ASNCEE
<input type="checkbox"/> Black Fire Fighter's Association		BFFASC
<input type="checkbox"/> Black Police Officer's Association * (see note below)		BLPOA
<input type="checkbox"/> CLEAT (Combined Law Enforcement Assoc of Texas) * (see note below)		CLEAT
<input type="checkbox"/> Dental Post Tax		DIVTLC
<input type="checkbox"/> Fireman's Group Relief		FRGRRF
<input type="checkbox"/> Fit For Life		FITLFE
<input type="checkbox"/> Fort Worth Fire Fighter's Association		FRASCN
<input type="checkbox"/> Fort Worth Marshals Association (FWMAR) ** (note) <small>To Be Completed By FWMAR Staff ONLY</small>		FTODPL
<input type="checkbox"/> General Employee Association (GECFW)		GECFW
<input type="checkbox"/> Health Special Enrollment		HLTHSC
<input type="checkbox"/> Hispanic Leadership Organization		HLO
<input type="checkbox"/> Latino Police Officers Association of Fort Worth * (see note below)		LATPOA
<input type="checkbox"/> Librarians Association		LIBASN
<input type="checkbox"/> Long Term Care		LNGTRM
<input type="checkbox"/> North Texas Assoc of Public Employees (USW-NTAPE)		NTXPEE
<input type="checkbox"/> Office & Professional Employee International Union (OPEIU)		OPEIU
<input type="checkbox"/> Police Benevolent Fund		POLBEN
<input type="checkbox"/> Police Officers Association (POA)		POLASN
<input type="checkbox"/> Pre-Paid Legal Services		PPDLGL
<input type="checkbox"/> Texas Life (Metropolitan Life)		METLFE
<input type="checkbox"/> Texas Municipal Police Association *# (see note below)		TMPACN
<input type="checkbox"/> United Negro College Fund		UNNGCL
<input type="checkbox"/> United Way		UNDWAY
<input type="checkbox"/> YMCA		YMCA
<input type="checkbox"/> City of Fort Worth Parking Lot - TO BE COMPLETED BY TPW ONLY RATE: _____ CIRCLE ONE: LOT GARAGE CONV. CNTR TAX: _____		PKGLOT/ PKGCC / PKGCRG / PKGSTX

*Any Police Officer who was not a member of one or more of these associations as of November 11, 2008, must be a member of the Police Officers Association (POA) in order to select this deduction.

#City of Fort Worth Marshals may select this deduction without joining the POA.

**Marshals must contact Marshal's Association before signing up for Fort Worth Marshals Association.

To Be Completed by HR Records:	Date Received:	Date Input:	Input By:
--------------------------------	----------------	-------------	-----------

REVISED 06/15/2011

APPENDIX B

VACATION LEAVE ACCRUALS CHART OFFICER

Employee Group	Maximum Accrual Per Year (Hours)	Accrual Rate Per Pay Period (Hours)	Maximum Accumulation (Hours) 4X	Limits at the Beginning of each Payroll Year (Hours) 3X	Maximum Payment At Termination (Hours) 2X
Officer with 1 year of service (14.6)	117	4.50	468	351	240
Officer with 5 years of service (16.6)	133	5.12	532	399	272
Officer with 10 years of service (17.6)	141	5.42	564	423	288
Officer with 15 years of service (19.6)	157	6.04	628	471	320
Officer with 20 years of service (22.6)	181	6.96	724	543	368

APPENDIX D Holiday Pay Examples

Productive time = time that is included in the total number of hours worked by an Officer in a work week, for the purpose of calculating an Officer's eligibility for overtime in a work week. Includes: Regular (REG), Holiday (HOL), Accrued Holiday Used (HLA), Personal Holiday Leave (PHL), Special Personal Holiday Leave (SPHL)

Non-Productive Time = Vacation (VAC), Sick (S), Holiday Accrued (HAE), Holiday Premium Pay (HOT)

Key:

1. ***Bold Italics*** = "Productive" hours
2. () = Hours worked converted for 1 ½ times
3. RDO = Regular Day Off
4. Payroll Week = Saturday – Friday
5. Day Breaker = Shift that crosses two calendar days
6. Total including ½ time conversion = the total hours for which an officer will be paid after being credited with ½ time premiums for overtime and holidays.
7. Holiday Premium Pay = Holiday Overtime on the pay stub

Note: An Officer who chooses to accrue a holiday (Holiday Accrual Earn) when they work will not receive "productive time" for those hours worked. They will receive productive time when they use the accrued hours (Holiday Accrual Used) at a later date.

SECTION 1 - Officers Who Are NOT Scheduled to Work on a Holiday

Example 1: Schedule 0600 – 1400 hours Tuesday – Saturday (8-hour shift in one calendar day)

Officer is not scheduled and does not work on the Holiday.

		Sa	Su	M - Holiday	T	W	Th	F	Total
Hours Worked		8	RDO	RDO	8	12	8	8	44
									Total including ½ conversion
Paid	Regular Earnings	8			8	12	8	4	40
	Holiday Premium (1 ½)								0
	Holiday								0
	Overtime (1 ½)							4 (6)	6
	Sub-Total Paid	8	0	0	8	12	8	10	46
Accrued	Holiday Accrual Earned			8					8
Total Compensation (Paid and Accrued)		8	0	8	8	12	8	10	54

Example 2: Schedule 0600 – 1400 hours Tuesday – Saturday (8-hour shift in one calendar day)

Officer is not scheduled to work but works a portion of a shift on the Holiday. In addition to Holiday Premium that is paid at 1 ½ times, the Officer chooses to be paid for the portion of the holiday worked and automatically accrues for the portion of the holiday not worked.

		Sa	Su	M - Holiday	T	W	Th	F	Total
Hours Worked		8	RDO	RDO/4	8	8	8	8	44
									Total including ½ conversion
Paid	Regular Earnings	8			8	8	8	4	36
	Holiday Premium (1 ½)			4 (6)					6
	Holiday			4					4
	Overtime (1 ½)							4 (6)	6
	Sub-Total Paid	8	0	10	8	8	8	10	52
Accrued	Holiday Accrual Earned			4					4
Total Compensation (Paid and Accrued)		8	0	14	8	8	8	10	56

Example 3: Schedule 0600 – 1400 hours Tuesday – Saturday (8-hour shift in one calendar day)

Officer is not scheduled to work but works a portion of a shift on the Holiday. In addition to Holiday Premium Pay that is paid at 1 ½ times, the Officer chooses to accrue a whole holiday.

	Sa	Su	M - Holiday	T	W	Th	F	Total	
Hours Worked	8	RDO	RDO/4	8	8	8	8	44	
								Total including ½ conversion	
Paid	Regular Earnings	8		8	8	8	8	40	
	Holiday Premium (1 ½)		4 (6)					6	
	Holiday							0	
	Overtime (1 ½)							0	
	Sub-Total Paid	8		6	8	8	8	8	46
Accrued	Holiday Accrual Earned		8					8	
Total Compensation (Paid and Accrued)		8		14	8	8	8	8	54

Example 4: Schedule 0600 – 1600 hours Tuesday – Friday (10-hour shift in one calendar day)

Officer is not scheduled and does not work on the Holiday.

	Sa	Su	M - Holiday	T	W	Th	F	Total	
Hours Worked	RDO	RDO	RDO	10	14	10	10	44	
								Total including ½ conversion	
Paid	Regular Earnings			10	14	10	6	40	
	Holiday Premium (1 ½)							0	
	Holiday							0	
	Overtime (1 ½)						4 (6)	6	
	Sub-Total Paid	0	0	0	10	14	10	12	46
Accrued	Holiday Accrual Earned		8					8	
Total Compensation (Paid and Accrued)		0	0	8	10	14	10	12	54

Example 5: Schedule 0600 – 1600 hours Tuesday – Friday (10-hour shift in one calendar day)

Officer is not scheduled to work but works a portion of a shift on the Holiday. In addition to Holiday Premium Pay that is paid at 1 ½ times, the Officer chooses to be paid for the portion of the holiday worked.

	Sa	Su	M - Holiday	T	W	Th	F	Total	
Hours Worked	RDO	RDO	RDO/4	10	10	10	10	44	
								Total including ½ conversion	
Paid	Regular Earnings			10	10	10	6	36	
	Holiday Premium (1 ½)		4 (6)					6	
	Holiday		4					4	
	Overtime (1 ½)						4 (6)	6	
	Sub-Total Paid	0	0	10	10	10	10	12	52
Accrued	Holiday Accrual Earned		4					4	
Total Compensation (Paid and Accrued)		0	0	14	10	10	10	12	56

Example 6: Schedule 0600 – 1600 hours Tuesday – Friday (10-hour shift in one calendar day)

Officer is not scheduled to work but works a portion of a shift on the Holiday. In addition to Holiday Premium Pay that is paid at 1 ½ times, the Officer chooses to accrue the whole holiday

	Sa	Su	M - Holiday	T	W	Th	F	Total
Hours Worked	RDO	RDO	RDO/4	10	10	10	10	44
								Total including ½ conversion
Paid	Regular Earnings			10	10	10	10	40
	Holiday Premium (1 ½)		4 (6)					6
	Holiday							0
	Overtime (1 ½)							0
	Sub-Total Paid			6	10	10	10	10
Accrued	Holiday Accrual Earned		8					8
Total Compensation (Paid and Accrued)			14	10	10	10	10	54

Example 7: Schedule 2000 – 0600 hours Tuesday – Friday (10-hour Day Breaker shift)
 Officer is not scheduled and does not work on the Holiday.

	Sa	Su	M - Holiday	T	W	Th	F	Total	
Hours Worked	6	RDO	RDO	4	10	14	10	44	
								Total including ½ conversion	
Paid	Regular Earnings	6		4	10	14	6	40	
	Holiday Premium (1 ½)							0	
	Holiday							0	
	Overtime (1 ½)						4 (6)	6	
Sub-Total Paid		6	0	0	4	10	14	12	46
Accrued	Holiday Accrual Earned			8					8
Total Compensation (Paid and Accrued)		6	0	8	4	10	14	12	54

SECTION 2 - Officers Who ARE Scheduled to Work on a Holiday

Example 1: Schedule 0600 – 1400 hours Monday – Friday (8-hour shift in one calendar day)

Officer is scheduled to work and does work on a holiday. The Officer’s total hours worked during the week, including the hours worked on the holiday, is 44 hours. In addition to Holiday Premium Pay that is paid at 1 ½ times, the officer chooses to be paid Holiday Pay rather than accruing a holiday.

	M - Holiday	T	W	Th	F	Total	
Hours Worked	8	8	12	8	8	44	
						Total including ½ conversion	
Paid	Regular Earnings	8	12	8	4	32	
	Holiday Premium (1 ½)	8 (12)				12	
	Holiday	8				8	
	Overtime (1 ½)				4 (6)	6	
Sub-Total Paid		20	8	12	8	10	58
Accrued	Holiday Accrual Earned		0				0
Total Compensation (Paid and Accrued)		20	8	12	8	10	58

Example 2: Schedule 0600 – 1400 Monday – Friday (8-hour shift in one calendar day)

Officer is scheduled to work and does work a full shift on a holiday. In addition to Holiday Premium Pay that is paid at 1 ½ times, the officer chooses to accrue the holiday rather than being paid for the holiday.

		M - Holiday	T	W	Th	F	Total
Hours Worked		8	8	12	8	8	44
							Total including ½ conversion
Paid	Regular Earnings		8	12	8	8	36
	Holiday Premium (1 ½)	8 (12)					12
	Holiday	0					0
	Overtime (1 ½)						0
	Sub-Total Paid	12	8	12	8	8	48
Accrued	Holiday Accrual Earned	8					8
Total Compensation (Paid and Accrued)		20	8	12	8	8	56

Example 3: Schedule 0600 – 1400 Monday – Friday (8-hour shift in one calendar day)

Officer is scheduled to work and observes the holiday.

		M - Holiday	T	W	Th	F	Total
Hours Worked		0	8	12	8	8	36
							Total including ½ conversion
Paid	Regular Earnings		8	12	8	4	32
	Holiday Premium (1 ½)	0					0
	Holiday	8					8
	Overtime (1 ½)					4 (6)	6
	Sub-Total Paid	8	8	12	8	10	46
Accrued	Holiday Accrual Earned	0					0
Total Compensation (Paid and Accrued)		8	8	12	8	10	46

Example 4: Schedule 0600 – 1400 Monday – Friday (8-hour shift in one calendar day)

Officer is scheduled to work and does work a portion of the holiday. In addition to Holiday Premium Pay that is paid at 1 ½ times, the Officer chooses to be paid for the whole holiday.

		M - Holiday	T	W	Th	F	Total
Hours Worked		4	8	12	8	8	40
							Total including ½ conversion
Paid	Regular Earnings		8	12	8	4	32
	Holiday Premium (1 ½)	4 (6)					6
	Holiday	8					8
	Overtime (1 ½)					4 (6)	6
	Sub-Total Paid	14	8	12	8	10	52
Accrued	Holiday Accrual Earned	0					0
Total Compensation (Paid and Accrued)		14	8	12	8	10	52

Example 5: Schedule 0600 – 1400 Monday – Friday (8-hour shift in one calendar day)

Officer is scheduled to work and does work a portion of the holiday. In addition to Holiday Premium Pay that is paid at 1 ½ times, the Officer chooses to accrue time for the portion of the holiday worked and is automatically paid for the portion of the holiday that the Officer does not work.

		M - Holiday	T	W	Th	F	Total
Hours Worked		4	8	12	8	8	40
							Total including ½ conversion
Paid	Regular Earnings		8	12	8	8	36
	Holiday Premium (1 ½)	4 (6)					6
	Holiday	4					4
	Overtime (1 ½)						0
	Sub-Total Paid	10	8	12	8	8	46
Accrued	Holiday Accrual Earned	4					4
Total Compensation (Paid and Accrued)		14	8	12	8	8	50

Example 6: Schedule 1000 – 2000 Monday – Thursday (10-hour shift in one calendar day)

Officer is scheduled to work and does work. In addition to Holiday Premium Pay that is paid at 1 ½ times, the Officer chooses to be paid for the holiday rather than accruing a holiday.

		M - Holiday	T	W	Th	Total
Hours Worked		10	10	14	10	44
						Total including ½ conversion
Paid	Regular Earnings		10	14	8	32
	Holiday Premium (1 ½)	10 (15)				15
	Holiday	8				8
	Overtime (1 ½)				2 (3)	3
	Sub-Total Paid	23	10	14	11	58
Accrued	Holiday Accrual Earned	0				0
Total Compensation (Paid and Accrued)		23	10	14	11	58

Example 7: Schedule 1000 – 20000 Monday – Thursday (10-hour shift in one calendar day)

Officer is scheduled to work and chooses to observe the holiday. The Officer works additional hours later in the week to offset Holiday. (If the Officer did not work extra hours that week, the Officer could make up the hours on the Holiday by using accrued leave time considered as productive time.)

		M - Holiday	T	W	Th	Total
Hours Worked		0	10	14	10	34
						Total including ½ conversion
Paid	Regular Earnings		10	14	8	32
	Holiday Premium (1 ½)					0
	Holiday	8				8
	Overtime (1 ½)				2(3)	3
	Sub-Total Paid	8	10	14	11	43
Accrued	Holiday Accrual Earned	0				0
Total Compensation (Paid and Accrued)		8	10	14	11	43

Example 8: Schedule 2000-0600 Monday – Thursday (10-hour Day Breaker shift)

Officer is scheduled to start a work week at 2000 hours on a holiday and does work. In addition to Holiday Premium Pay that is paid at 1 ½ times, the officer chooses to be paid Holiday Pay for the hours worked on the holiday rather than accruing a holiday and automatically accrues for the unscheduled hours on the holiday. (If the Officer did not work extra hours that week, the Officer could make up the hours on the Holiday by using accrued leave time that is considered productive time.)

		Sa	Su	M - Holiday	T	W	Th	F	Total
Hours Worked		RDO	RDO	4	10	14	10	6	44
									Total including ½ conversion
Paid	Regular Earnings		0		10	14	10	2	36
	Holiday Premium (1 ½)			4 (6)					6
	Holiday			4					4
	Overtime (1 ½)							4 (6)	6
Sub-Total Paid			0	10	10	14	10	8	52
Accrued	Holiday Accrual Earned			4					4
Total Compensation (Paid and Accrued)			0	14	10	14	10	8	56

Example 9: Schedule 2000 – 0600 Saturday – Wednesday (10-hour Day Breaker shift)

Officer is scheduled to start a work week at 2000 hours on Saturday. The Officer takes off the Sunday night-Monday morning shift and Monday is a holiday. The Officer returns to work Monday at 2000 hours. The Officer chooses to accrue the hours worked on the holiday and observe a portion of the holiday.

		Sa	S	M - Holiday	T	W	Total
Hours Worked		4	6	4	14	10	38
							Total including ½ conversion
Paid	Regular Earnings	4	6		14	10	34
	Holiday Premium (1 ½)			4 (6)			6
	Holiday			4			4
	Overtime (1 ½)						0
Sub-Total Paid		4	6	10	14	10	44
Accrued	Holiday Accrual Earned			4			4
Total Compensation (Paid and Accrued)		4	6	14	14	10	48

SECTION 3 - Chief's Prerogative Regarding Non-Essential Staff When the Contractual Holiday for Police Officers is on a Different Day than the Observed Holiday for the City of Fort Worth

Example 1: Schedule 0800 – 1700 Monday – Friday (uncompensated lunch)

Officer who has weekends off and is non-essential when City offices are closed. Note: The Officer will have to use previously accrued holidays for Monday since the Sunday accrual will not be available until the following pay period. If no holiday accrual has been accumulated, accrued compensatory or vacation time will be used.

		S – Christmas Day	M – City Observed Holiday	T	W	Th	F	Total
Hours Worked		0	0	8	12	8	8	36
								Total including ½ conversion
Paid	Regular Earnings			8	12	8	4	32
	Holiday Premium (1 ½)							0
	Holiday							0
	Overtime (1 ½)						4 (6)	6
	Holiday Accrual Used		8					8
	Sub-Total Paid	0	8	8	12	8	10	46
Accrued	Holiday Accrual Earned	8						8
Total Compensation (Paid and Accrued)		8	8	8	12	8	10	54

APPENDIX E

Education Reimbursement Policy

Statement of Purpose

The Education Reimbursement program addresses the City's commitment to employee growth and development. Reimbursed education must be directly related to an employee's current job or to a position with the City that requires the educational preparation. The Human Resources Department determines whether the courses taken are related or required as part of the job. Law and religious degrees are not covered and doctorate degrees are partially covered.

Funding for this program is subject to council approval and is limited to the fiscal year in which funds are budgeted. A fixed budget amount is available for tuition reimbursement per fiscal year. The individual cap available to an employee per fiscal year is applied on a first-come, first-served basis until the yearly budget is reached. Remaining funds do not transfer into the subsequent fiscal year.

Applicants must meet with a designated Human Resources Department representative before admittance to the reimbursement program. Applications are reviewed for approval or disapproval on a "first-come, first-served" basis. When the allocated fiscal year budget funds are exhausted, no additional applications will be approved. The approval of a course or a degree plan is not a guarantee of a promotion or obtaining a position that requires or uses the training.

General Eligibility Requirements

An employee can qualify to receive reimbursement for one degree at each level: high school diploma or GED, associate, undergraduate (bachelors) and graduate (masters).

The requirements to apply for education reimbursement are:

- Must be a regular, full-time employees participating in the City's retirement fund. Temporary, seasonal or less-than-part-time employees are not eligible.
- Must have successfully completed their initial probation and any extended probation.
- Cannot currently be on disciplinary probation or have received an overall performance evaluation that requires a PIP during the most recent performance evaluation.
- Must have the approval of their supervisor and Human Resources before attending the course.
- In any graded undergraduate course, an employee must attain a course grade of "C" or higher. In circumstances where the course is not graded, a "pass" grade must be earned to be eligible for reimbursement.

- In any graded graduate course, an employee must attain a grade of “B” or higher. In circumstances where the course is not graded, a “pass” grade must be earned to be eligible for reimbursement.
- All course work must be taken on the employee’s own time. When there is an unavoidable conflict between class and job responsibilities, a supervisor may make a reasonable effort to accommodate the class schedule. Any accommodation of an employee’s class schedule is at the supervisor’s discretion.
- Seminars and conferences that meet for the short duration of two weeks or less are not eligible for education reimbursement. Seminars, training and review courses that deal with professional certifications or licensing are not eligible for tuition reimbursement. Individual departments may reimburse for short seminars, review courses or certifications.
- Reimbursement is not paid for audited courses or for non-credit, continuing education courses for which there is no grade.
- Credits obtained by the College Level Examination Program (CLEP) are not eligible for Education Reimbursement.
- Degree plans leading to a degree in Law are not covered.
- Degree plans leading to religious or ministry degrees are not covered.
- Doctorate level degrees (PhD) are covered only if in a scientific field (chemistry, biology, forensics, etc.) and highly related to the employee’s current classification with the approval of the City Manager or designee.
- Fees and expenses other than tuition and mandatory, course-related fees are excluded from reimbursement. Although not limited to the following, excluded expenses are: books, supplies, parking fees, health insurance fees, room and board.
- Incomplete forms or forms without all required documents attached will not be processed. Forms and requests turned in more than ten working days beyond the published deadline will not be approved, processed or paid.
- College programs such as mini-terms/sessions, distance learning or quarters that are not set on a semester basis are considered for reimbursement if they are job related or part of a degree program and are taken for credit. The employee must meet the established application deadline for the spring, fall or summer semester that precedes the course.
- Courses must be taken at an accredited school, junior college, college, university, technical or trade school.

Not Eligible for Reimbursement

1. Temporary or part-time employees are not eligible for Education Reimbursement.
2. Seminars and conferences that meet for the short duration of two weeks or less, are not eligible for education reimbursement. Seminars, training and review courses that deal with professional certifications or licensing are not eligible for tuition reimbursement. Individual departments may reimburse for short seminars, review courses or certifications.
3. Reimbursement shall not be paid for audited courses or for non-credit, continuing education courses for which there is no grade.
4. Credits obtained by the College Level Examination Program (CLEP) are not eligible for Education Reimbursement.
5. Fees and expenses other than tuition and mandatory, course-related fees are excluded from reimbursement. Although not limited to the following, excluded expenses are: books, supplies, parking fees, health insurance fees, room & board.
6. Incomplete forms or forms without all required documents attached will not be processed. Forms and requests turned in more than ten working days beyond the published deadline will not be approved, processed or paid.
7. Degree programs leading to a religious ministry or occupation (based on the separation of church and state principle). Degree programs at a religious institution that are relevant or useful to an employee's City job are acceptable.

Administration, Payments & Maximum Reimbursement

Education Reimbursement is paid only once for each approved course. Payments are made as soon as practicable after receipt of the required paperwork.

An employee who receives financial assistance for their education from another source must disclose the source and amount on the Education Reimbursement Application. The City does not pay for tuition and mandatory fees paid by other sources, such as scholarships, grants, Veterans benefits or other subsidies. Any employee who receives reimbursements from the City which were paid by other sources must pay back 100% of those funds before becoming eligible for any future reimbursements from the City.

The City's total education reimbursement cannot exceed the employee's education expenses.

Continuation of Employment & Reimbursement Payback Provisions

If an employee resigns or is terminated before completing a course, the City is not obligated to pay reimbursement. An employee who terminates or retires from the City of Fort Worth after receiving reimbursement must pay back 100% of reimbursement received during the 12 months immediately preceding termination or retirement and 50% of reimbursement received during the 13-24 month period before termination or retirement.

An employee terminated because of a reduction in force, medical disability or as a result of occupational injuries or illnesses is not required to pay back the money received for educational reimbursement and is not subject to the payback provision.

Education Reimbursement Appeals

The City’s Personnel Committee shall hear appeals regarding education reimbursement matters. The committee shall consider matters submitted by a Department Director, upon which the requesting Department Director and the Human Resources Department have been unable to reach consensus. The Personnel Committee shall render final decisions on the appeal in accordance with the provisions of this policy.

For more information regarding Educational Reimbursement, please see Appendix 7.

(Revised 2-10-06)

Personnel Rules and Regulations

Appendix 7 — Education Reimbursement Overview

Type of Education Reimbursement	What's Reimbursable	Education Reimbursement Rate	Procedure
Degree Program	Tuition & Mandatory course related fees	Max allowable - Tuition and mandatory course related fees paid by the employee or \$1500 per semester or corresponding period for tuition and mandatory course related fees, whichever is less. In no case will the yearly maximum reimbursement exceed \$4,500.	<p>Turn in Application with the following attachments:</p> <p>Individual Growth Plan including a statement of career goals i.e., How course benefits the City & employee</p> <p>Degree Plan & goals must only be filed at the beginning of the degree. Once a file is established, application only is required.</p> <p>Estimate of semester cost</p> <p>On completion of Course turn in:</p> <p>Official grade slip</p> <p>Official itemized, paid receipt</p>

Type of Education Reimbursement	What's Reimbursable	Education Reimbursement Rate	Procedure
Job Related Course (Including college courses, continuing education, trades or technical)	Tuition and Mandatory course related fees	Max allowable—Tuition and mandatory, course related fees paid by the employee or \$1,500 per semester or corresponding period for tuition and mandatory course related fees, whichever is less. In no case shall the yearly maximum reimbursement exceed \$4,500.	Application with the following attachments: Official Job Description Official Course description Individual Growth Plan including a statement of career goals i.e., How course benefits the City & employee Estimate of cost On Completion of Course: Official grade slip Official itemized, paid receipt
GED or ESL	Test Fee	Actual test fee following successful completion of test	On completion, submit: Application Official certificate showing successful completion of GED or ESL Itemized, paid receipt
High School Diploma	Tuition		Eligible schools must be verified through Human Resources

Steps to Apply for Education Reimbursement

1. Read and become familiar with the provisions of the Education Reimbursement Policy. Know the Education Reimbursement procedures and all application and grade/receipt deadlines.
2. Start and keep a file of all documents relating to Education Reimbursement.
3. Submit Education Reimbursement Application, together with required documents by the deadline established by the Human Resources Department.

Following successful completion of the course, submit an official grade slip and official itemized receipt/proof of payment that shows tuition, fees and other items listed separately. These documents must be submitted by the deadline established by the Human Resources Department.