

ARTICLE 22
Miscellaneous Leave Provisions

Section 1. Leave Policies.

The Chief maintains the discretion to approve or deny leave based on operational necessity. Upon separation, no more than two hundred and forty (240) hours of leave may be taken consecutively.
~~All other leave policies in effect at the beginning of this agreement year shall remain in effect for the duration of the Agreement.~~

Section 2. Leave Pay Upon Separation.

A Police Officer who leaves the classified service for any reason shall receive a lump-sum payment in the full amount of his ending salary for the period of his accumulated compensatory time, holiday hours, sick leave hours (as provided by statute), bonus hours, and vacation hours, provided that such payment, in the case of vacation hours, shall be based upon not more than seven hundred and twenty (720) hours of accumulated vacation leave. The beneficiaries of any police officer who loses his life as the result of an injury or illness in the course and scope of employment or while employed as an Officer shall be paid the full amount of his salary for the total number of his hours of accumulated leave.

Section 3. Leave Buy Back.

The City will buy back or convert either in “pay” or in “other forms of leave,” at the officer’s discretion up to 120 unused sick leave hours on a one-for-one basis provided that the officer requests same in writing on a form provided by the City by the end of the first pay period in October; and the officer has a balance after the buy back of not less than 400 hours accumulated sick leave, Sick leave buy back will be paid at the regular rate of pay, which includes the incentive pay used in overtime calculations, applicable to the officer at the time the payment is actually paid to the officer for the leave buy back.

Each October, the City will buy back or convert either in “pay” or in “other forms of leave,” at the officer's discretion up to 8 unused bonus leave hours on a one-for-one basis provided that the officer requests same in writing on a form provided by the City by the end of the first pay period in October; and the officer has a balance after the buy back of not less than 400 hours accumulated bonus leave. Bonus leave buy back will be paid at the regular rate of pay, which includes the incentive pay used in overtime calculations, applicable to the officer at the time the payment is actually paid to the officer for the leave buy back.

The City shall distribute funds in cash or as other forms of leave. The City agrees to allow Officers to adjust their paycheck the pay period before or after the sale of leave hours in order for the officer to make contributions to their deferred compensation plan.

The Accounting Unit will run in the Daily Bulletin during the month of September notification to the Officer to file, in writing, for the leave buy back. The City will pay the Officer his amount due at the same time as other City employees are paid for their leave buy back but not later than Christmas Eve day.

Section 4. Bonus Hours Leave.

Each Officer shall be entitled to 8-hours of leave for each quarter of a calendar year (beginning January 1) of "perfect attendance." Officers off from duty for one of the following reasons are not eligible to receive the 8- hour perfect attendance bonus: time off for sick leave; off-job injury leave; military leave in excess of 120 hours in a calendar year; leave without pay; stress leave; and suspensions. Full vacation days, holidays, and/or compensatory time usage that has not been scheduled and documented by the supervisor prior to the end of that officer's preceding day's shift will disqualify an Officer from receiving the perfect attendance bonus. Holidays, relief days, special assignments, administrative leave (with or without pay), and time restored by the Commission or an Arbitrator shall not affect the officer's entitlement to the perfect attendance bonus.

An officer may accumulate no more than 400 hours of perfect attendance bonus hour time.

In the event that an officer has reached the maximum number of Bonus Hours that may be accrued, the excess Bonus Hours may be converted to vacation leave or holiday leave at the discretion of the officer.

Section 5. Compensatory Time Accrual.

Each Officer may accumulate 480 hours of compensatory time.

Section 6. Holiday Leave Accrual.

Each officer may accumulate up to a maximum of three hundred and twenty (320) hours of holiday leave at the rate of at least eighty (80) hours per year.

Section 7. Leave Conversion.

For purpose of clarification only, the following chart details the type of leave and what amounts over the accumulated maximum may be converted into at the discretion of the officer. Officers who have maximum accumulation in leave accrual that cannot be converted into other categories because of maximum accumulation in those categories are subject to Section 8 of this Article.

- Holiday (320 maximum hours) into Vacation
- Vacation (720 maximum hours) into Holiday
- Bonus (400 maximum hours) into Vacation/Holiday
- Sick (1:1) (as applicable per Section 3 above) into Compensatory Time/Holiday/Vacation

Section 8. Savings Clause.

No officer covered by this agreement shall lose any holiday, vacation, compensatory or bonus hours he accumulated during the duration of this agreement that exceeds the maximum permitted accrual amount allowed by this Agreement, unless, after being given written individual notice to take the holiday, vacation, compensatory or bonus hours within a specified period not less than thirty (30) calendar days, the officer fails to do so.

Section 9. Flex Relief Days

Armed Forces Reserve or National Guard members will be entitled to flex relief days, (RDs), once a month for the purpose of meeting their two-day reserve/guard training commitment. This benefit is in addition to the annual fifteen (15) day military leave policy IAW Federal law.

Section 10. Injury-on-Duty Leave.

Any Officer may be granted Injury-on-Duty (IOD) Leave by the Chief of Police after three hundred and sixty-five (365) calendar days from the original date of injury if:

A. Medical documentation from the Officer's physician is provided showing additional medical treatment or procedures are needed and are as a result of the original injury.

B. When presented with such medical documentation, the Chief shall have the right to require the Officer to be evaluated by a physician as designated by the City for confirmation of the findings of the Officer's physician. Should the determination of the City's designated physician be different than that of the Officer's designated physician, the two of them shall select a third physician who shall be supplied all pertinent and relevant records of the officer. This third physician shall evaluate said records and, if necessary as determined by him, conduct an additional medical evaluation of the Officer involved. The determination of this third physician shall be final and binding on parties and not subject to appeal to the Commission and/or grievance and arbitration as provided for in this Agreement. Should the determination of the third, independent physician agree with the Officer's physician, the City shall bear the cost of this third physician's evaluation.

If this third physician's evaluation agrees with the evaluation of the City's designated physician, the cost of the third physician's evaluation and examination shall be borne by the Officer.

C. The Officer will not be charged any sick leave during any second or other occurring period of an original IOD incident, but will be granted immediate IOD leave.

D. If it is determined by licensed physicians that the second or subsequent treatment period is not a result of the original injury, the Officer will have the IOD time rescinded and charged sick time. In the event the Officer has no sick time on the books, he will forfeit any other type of accumulated leave on the books to equal this IOD time taken off. In the event the Officer has no time on the books, he or she shall pay back the time at one-half of all vacation, holiday, and

sick time accumulated until all IOD leave is satisfied.

E. The Chief of Police shall have the final authority and it will no longer be necessary to submit such requests to the City Manager's Office, or City Council, for approval and extended IOD leave. In the event such additional IOD leave is denied, the employee will retain the right to appeal the denial to the City Manager and City Council.

Section 11. Jury Duty.

A leave of absence, without loss of regular pay, shall be granted to an Officer upon his actual jury duty service, unless excused there from; provided, however, that such Officer waives or remits to the City his jury fee and provides proof of jury service verified by the court liaison section and submitted to Police Accounting.

Section 12. Sick Leave Pool.

Each officer shall accumulate 120 hours of sick leave, with pay, per calendar year.

When the total number of sick leave pool hours drops below 5,600, 8 hours of sick leave with pay from each officer participating in the program shall become part of the sick leave pool, and any remaining hours shall continue to be credited to the individual officer.

Officers having opted not to participate will not, under any circumstances, be allowed to enter the pool at any later date. Any Officer who voluntarily drops out of the pool may not, under any circumstances, be allowed to re-enter the pool. Notification to the Accounting Unit must be provided, in writing, by the Officer who drops out of the pool. The Accounting Unit shall include a copy of this report in the Officer's file, and must forward a copy to the Chief's Office for inclusion in the Officer's permanent "201" file. A copy must also be sent to the Association within thirty (30) calendar days of the date the Officer requests to drop out of the sick leave pool. No Officer shall be eligible to draw sick leave pool days until one (1) of his sick days is credited to the pool.

Upon completion of the initial two-month period of employment after graduation from the Academy, each Officer shall have 12 hours of sick leave credited to the pool. In the event of separation from employment prior to completion of the probationary period, the City may adjust the pool for any sick leave hours not actually earned by the contributing probationary Officer. When an Officer retires or dies, any sick leave accumulated by the Officer that would have otherwise been forfeited shall be credited to the sick leave pool.

The Chief of Police and the President of the Association shall each appoint an equal amount of officers to a committee in rank to administer the sick leave pool. The Committee shall then elect a chairman. The resulting vacancy will be filled by the opposite appointing officer from that receiving the chairmanship. Example: If the Chief of Police appointee is elected chairman, the Association President shall appoint for the created vacancy.

The Chief of Police will select one Sergeant, one Detective and one Patrol Officer. The Association

President will select one Detective and two Patrol Officers. In cases where an officer applies for sick leave pool benefits and holds a rank higher than sergeant, the Chief and President of the Association will each appoint one person of rank equal to or higher than held by the requesting Officer.

All committee members shall be appointed on or before October 1 of each year and shall serve one-year terms. Any vacancies occurring during the course of the term shall be filled within twenty-one (21) calendar days. No person shall be allowed to serve more than one (1) consecutive term. The City shall indemnify, defend, and hold harmless each committee member.

The following requirements determine when a committee may consider when sick leave pool hours may be drawn. A decision by the committee shall be final.

A. Officers may be considered for sick leave pool hours after taking off 120 consecutive working hours of continuous non-job-related illness or injury. The 120 consecutive working hours used for eligibility shall be from an Officer's own accumulated leave and will not be refundable by the Committee or otherwise. The Department shall reimburse the Officer for any type of leave hours used in excess of the 120 consecutive working hours, if reimbursement is approved by the Sick Leave Committee.

B. No officer shall be permitted to use more than 1440 pool hours for a single illness or injury.

C. Pool hours may not be used for injuries or illnesses sustained in the line of duty.

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

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

F. The Committee Chairman may at any time or at the request of the Chief of Police reconvene the Committee for further consideration should evidence come forward that would affect the outcome of a Committee decision after a decision has been reached. The Committee by majority vote may extend, reduce, approve, cancel, or deny a pool usage, as the evidence requires.

G. Officers desiring consideration for pool usage may be required to submit to medical examination by a City doctor and may be required to produce medical records, doctor's orders, and any other material necessary to render a decision by the committee.

H. Upon any Officer being absent from duty 18-work weeks as a result of a single illness or injury, the Chief may require the Officer to submit to a medical examination to determine whether the officer is permanently disabled. When it is determined that an Officer is permanently

disabled, the Chief shall be entitled to terminate or retire the officer, whichever is applicable, according to law existing.

I. Officers applying to the Sick Leave Pool Committee for reimbursement of hours used in excess of 120 hours must do so within one year of return to duty, following the illness or injury.

Section 13. Leaves of Absence.

The Chief may grant a leave of absence, without pay, to a maximum of five (5) officers, which granting shall not be unreasonably withheld. The primary purpose of this leave shall be to provide the officer with additional education in law enforcement related areas. Request for leave under this section for the purpose of the Officer continuing full-time formal education at an institution of higher learning shall be given priority. The duration of the leave shall be for a period of time as determined by the Chief, but in no event for a period to exceed three (3) calendar years. Should the leave be for the purpose of pursuing continued formal education at an accredited college or university of higher learning, the leave shall be granted on a semester-by- semester basis.

A leave of absence under this Section shall not be considered a break in service for promotional or seniority purposes. Officers on leave of absence shall not be eligible to apply for or take promotional examinations while on such leave.

An Officer on an approved leave of absence under this Section must return to regular assignment with the City for a period at least equal to the length of his leave. Should an officer fail to return to his regular assignment for such period, the leave taken shall be considered as a break in service for purposes of promotion, seniority, pay, and/or pension.

The Chief of Police may recall an Officer from a leave of absence granted under this Section in the case of an emergency for the duration of the emergency.

Officers on leave of absence may continue pension payments, and the City shall match such payments according to the requirements of state law. However, all other forms of compensation shall be withheld until such Officer returns to full-time status with the Department.

Section 14. 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 Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections 143.041 through 143.047.

Date: _____

For the City

For the Association

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