

ARTICLE 11 Promotions

Section 1. Definitions.

A. Seniority - For purposes of this Article, each Police Officer shall be given one (1) point on a promotional examination for each year as a classified Police Officer in the San Antonio Police Department. In no event shall the number of such seniority points added to a passing score exceed ten (10). In addition, Patrol Officers who are testing for Detective Investigator shall receive an additional point for holding a Master Peace Officer Certification; an additional point for fifteen (15) years of time in rank as a Patrol Officer; and an additional point for twenty (20) years of time in rank as a Patrol Officer not to exceed a total of thirteen (13) points with the total to be added to the overall final passing score of the promotional examination for Detective Investigator. Detective Investigators who are testing for the rank of Sergeant will also receive in addition to the one (1) point on a promotional examination for each year as a classified police officer up to ten (10) points of seniority, an additional point for holding a Master Peace Officer Certification; an additional point for five (5) years time in rank as a Detective Investigator; and an additional point for ten (10) years time in rank as a Detective Investigator not to exceed a total of thirteen (13) points with the total to be added to the overall final passing score of the promotional examination for Sergeant. "Classified Police Officer" is meant to include service as an initial probationary Police Officer and probation after promotion. Seniority is defined as all years of service, whether interrupted or uninterrupted, on the San Antonio Police Department, and not merely the last continuous period of service.

B. Eligibility -

1. Police Officers. Police promotional examinations shall be open to ~~all~~ Police Officers who have held a classified position with the San Antonio Police Department for two (2) years or more, immediately below the rank for which the examination is to be held. Promotional examinations to the rank of Detective Investigator shall be open to only those officers within the classification of a Class C or higher patrol officer; no Officer shall be permitted to take a promotional examination to the rank of Detective Investigator until being in the classification of a Class C or higher Patrol Officer.

2. Rehire Officers. Police promotional examinations shall be open to Rehire Officers (defined in Article 38 Rehire Officers) who have served in the San Antonio Police Department in the next lower position for at least two (2) continuous years, immediately before the date the promotional examination is held.

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C. Seniority in Rank - Time Within a Classified Police Officer Rank. The Officer with the most time in a classified rank shall be considered the senior. Officers promoted on the same day shall be promoted at least one minute apart to establish seniority in rank. Seniority in rank for

newly hired Police Officers shall be determined by their ranking on the eligibility list and effective with their appointment to probationary Police Officer.

D. Return From Military Service - Effective with the signing of this Agreement, officers who were serving on active military duty as members of the armed forces and who were eligible promotional candidates according to the rules as set out by USERRA when a Department promotional exam was offered, who did not take the exam, may apply within 30 calendar days after notice by the City of their rights and obligations under this subsection upon their return to the Department from active military duty, to take the next available promotional exam given for that rank for which they are currently eligible. If the Officer's score would have resulted in a promotion if it had been achieved on the exam(s) missed due to active military service, the Officer must be promoted to the next available vacancy in that rank. Seniority in rank and retroactive back pay owed will be established as of the date the Officer would have been promoted based on the score made at the time, as if he or she had not been on active military service. 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.

Section 2. Study Materials.

A. Study Materials Committee - The Chief shall establish a separate committee for the selection of proposed study materials for each promotional examination by rank (written and/or Video Recorded Assessment). This committee will be comprised of two members appointed by the Chief and two members appointed by the President of the San Antonio Police Officers Association and shall be facilitated by the Training Academy Commander. This Committee will consult with the test consulting company to assure support from the job analysis throughout the materials selection process. Each member of the Committee will sign a pledge of confidentiality, agreeing to not release any information pertaining to any study materials selected by the Committee to be forwarded to the Chief in order to maintain the security of the selection process. Members of the Committee shall rank the material collectively and forward their recommendations to the Chief. Study materials for all ranks shall not be the same for any two (2) consecutive years. The exceptions include, the Texas Penal Code, the Code of Criminal Procedures, the General Manual, the Collective Bargaining Agreement and if developed, the promotional study book for the Department.

This Committee will also make recommendations for the Video Recorded Assessment criteria based on job relatedness, responsibility and consistent with the recommendations for legal compliance, of the consulting company. After reviewing the recommendations, the Chief shall consult with the test consulting company to assure support from the job analysis. After his/her consultation, the Chief shall make the final decision and forward his/her selections and/or changes to the consulting company hired by the City to create the test. The committee membership will be changed after each testing cycle. The committee members appointed by both the Chief and the President of the Association will hold the same rank or higher as the position being tested for.

Failure to comply with the confidentiality pledge may result in disciplinary action ranging from a written reprimand to indefinite suspension.

B. Promotional Text Materials

1. The City shall limit the promotional material for all ranks to two hundred (200) pages of text. For purposes of this section, two hundred pages of text shall be defined as text that averages approximately 750 words per page. An Officer may not file any grievance or appeal based on the limitations involving pages of text and words. Text taken from the Texas Penal Code, the Code of Criminal Procedures, the General Manual and the Collective Bargaining Agreement, will not count toward the two hundred (200) page limit and candidates will be provided access to this text online or in another electronic format. During sign-ups, an officer shall have the ability to opt to receive a paper copy.

2. In the alternative to the 200 page limitation from one or more textbooks, the City may develop a promotional study book with advice by the Testing Consulting Company and input from the Association, which shall not be subject to the 200 page limitation. Once the SAPD promotional study book is implemented, the City shall not draw test questions from other sources except the Texas Penal Code, the Code of Criminal Procedures, the General Manual, and the Collective Bargaining Agreement, access to which shall continue to be made available to the candidates online or in another electronic format. A printed copy shall be made available if it is requested during exam sign-ups. The promotional study book may be revised annually, and will also be made available to the candidates online or in another electronic format. A printed copy shall be made available if requested during exam sign-ups.

3. The City shall attempt to obtain the publisher's permission to duplicate and distribute to the candidates the study materials without incurring any fee, cost, penalty or liability to the publishers, and if it does obtain this permission, the City will bear the expense of making the printing or reproduction of the study materials or distribution to eligible candidates. However, the City will not be required to perform the aforementioned printing, reproduction, and dissemination of the study materials if the permission of the publishers to do so cannot be obtained without any cost, penalty, or liability to the publishers. Where the City cannot obtain such permission, the City will make arrangements to ensure that all of these study materials (e.g., textbooks) are available at one or more locations within the City for purchase by the candidates. Candidates who purchase study materials and who score seventy percent (70%) or higher on each of the examinations applicable to the promotion sought will be reimbursed for the price of the study materials.

4. After the Chief has made his/her selections, the City Human Resources Department will ensure the study materials are prepared for distribution under circumstances which will promote security. The Human Resources Department will verify the completeness of the material. No question will be included in the written examination unless it derives its source from the study material.

5. Until the adoption of the SAPD promotional study book(s) the date and method that the study materials will be made available to the candidates will be announced in the Daily Bulletin for five (5) consecutive working days. Until the adoption of the SAPD promotional study book(s) in accordance with this Section, the study materials shall be announced for purchase or made available to eligible candidates during a period which is not less than ninety (90) calendar days prior to the examination. If the City has developed a promotional study book for the Department, the announcement and provision of such materials shall be not less than 365 calendar days prior to the examination. Once the study materials are provided to the candidates, the material will not be altered in any manner, other than to update change in law and Department policy. If an Officer opts to receive a printed copy of the text materials, the City shall notify the Officer as to the location to pick up the text material.

6. The City may provide notice of a promotional examination and the study materials before an eligibility list has expired, and prior to the existence of any vacancy, and no Officer shall have any right or claim based on eligibility dates as a result, provided that the City complies with all Chapter 143 requirements.

Section 3. Promotion to Detective Investigator, Sergeant, Lieutenant and Captain.

A. The City shall engage an outside bonded consultant to prepare written promotional examinations for each rank.

Beginning at least one hundred and ~~eighty (180) twenty (120)~~ calendar days before the administration of the examination, the City will announce in the Daily Bulletin the date of the examination and the location and dates that any eligible officer may register for the examination. This announcement will run for five (5) consecutive working days. Candidates for the promotional examinations shall register for the examination between ~~one hundred and seventy-five (175) and one hundred and sixty-five (165) one hundred and fifteen (115) and one hundred and five (105)~~ calendar days before the written examination.

Except as provided in Section 1 (D), all eligible candidates for promotion to a particular rank shall be given the identical written examinations applicable to that rank in the presence of each other. The written examinations will consist of multiple choice written questions, which shall have predetermined correct answers to enhance the objectivity of the written examination.

The preparer of the written examination shall deliver the examination sealed and numbered to the Civil Service Director who is charged with the responsibility for the security of all written promotional examinations. The written examination shall remain sealed until opened in the presence of the participants.

All of the questions asked on the written examination must be prepared and composed in a manner that the grading of all examination papers can be completed immediately after the examination is held. All written examination papers shall be graded as they are completed, at the place where the written examination is given, and in the presence of any candidates who wish to remain during the

grading. Written examination grading will be performed within fifty (50) feet of any entrance or exit from the examination room in open view of all candidates. A minimum passing score of seventy percent (70%) out of a possible one hundred percent (100%) (unless a qualified consultant shall determine a different cut off score, based on the statistical validity of the test, which shall be subject to Commission review and approval) is required on each promotional examination (written or written plus assessment) applicable to the rank to which the officer seeks promotion.

Each eligible promotional candidate shall have the opportunity to examine written test source materials and their own graded examination paper and answers within five (5) consecutive working days after the examination. The candidate may see the above material, but may not remove the graded examination paper from the Human Resources Department.

Candidates arriving after the appointed starting time of the examination will not be admitted or allowed to participate in the examination.

All questions formulated by the outside consultant for the written examination (and their correct answers) shall be derived from the materials selected by the Chief as study materials in accordance with Section 2. Matters relative to the construction of any promotional written examination which are appealable to the Civil Service Commission pursuant to Chapter 143, Local Government Code, shall continue to be appealable and the decision of the Commission shall be final.

B. In addition to meeting the requirements as set forth in Subsection A, promotional examinations for Detective Investigator and Sergeant shall consist of one (1) written examination which shall not exceed either one hundred (100) multiple choice questions or two (2) hours in length. If the City complies with the conditions in subsection (D) below, future promotional examinations for Sergeant may include an assessment portion in accordance with the provisions below.

C. In addition to meeting the requirements as set forth in Subsection A, promotional examinations for Lieutenant and Captain shall consist of a written examination which shall not exceed one hundred (100) multiple choice questions or two (2) hours in length and a Video Recorded Assessment which shall be weighted as set forth below.

D. Sergeant Assessment

(1) In order to commence a-sergeant assessment, the City agrees to the following:

- To successfully complete and implement an SAPD Promotional Text for each rank;
- To implement a Supervisory Leadership Training Program for all candidates for promotion to a civil service supervisory tested rank; and

- To implement a mentorship program for all new supervisors.

(2) Upon successful completion of the above requirements, the City shall be entitled to implement each of the provisions of this Agreement concerning Video Recorded Assessment which shall become applicable and shall apply that to the Sergeant examination, with the sole exception that the Video Recorded Assessment shall be weighed at twenty percent (20%) and the written examination shall be weighed at eighty percent (80%) which is set forth below (subparagraphs E, F, G, H, L, M, N, and O). The Consulting Company will conduct three orientation sessions for candidates at least one month in advance of the written examination. The orientation component will be designed to familiarize eligible candidates on the Video Recorded Assessment requirements and process. The Consulting Company or the City may not deem the orientation mandatory, since participation in the orientation is totally voluntary. The City will schedule at least three (3) orientation sessions at different times, and will provide a DVD copy of all three (3) orientation sessions upon request to any eligible promotional candidate.

E. The Consulting company hired by the City will design the Assessment cadre using a variety of exercises that may include: In-Basket; Problem Solving/Analysis; Oral Resumes/Structured Interviews; Leaderless Group Presentation; Role Playing; Memo/Report Writing; Oral Presentation/Plan Preparation; Staff Meeting; Special Event/Operations; and others as they are established and determined to be reasonably valid predictors of job related characteristics. The Consulting Company is not required to utilize all of the exercises above, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank and as recommended by the Study Materials Committee.

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

1. Equivalent rank to the promotion, or above, from a municipal police agency from cities with a population of 200,000 or greater;
2. Shall not reside in the San Antonio Standard Metropolitan Statistical area;
3. Shall not be related within the second degree to any candidate for promotion;
4. Shall not personally know any candidate for promotion;
5. Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank; and
6. Shall not be a current or former employee of the City of San Antonio, SAPD or any other entity legally related to or controlled by the City of San Antonio.

G. The Consulting Company will provide an online orientation of the Video Recorded Assessment requirements and process at least one month in advance of the written examination. Candidates will be allowed to submit questions to the Consulting company for a period of one week after posting the online orientation. Answers to the questions will be posted online for candidates to review at least 14 calendar days in advance of the Video Recorded Assessment. The Consulting Company or the City may not deem the orientation mandatory, since participation in the orientation is totally voluntary.

H. The assessors selected by the Consulting Company will assess the candidates for the rank being tested.

I. The total score for the rank of Lieutenant shall be calculated by the Consulting Company as follows:

Written Test Score	Maximum of 100 x .40	40 Pts. Plus
Video Recorded Assessment Score	Maximum of 100 x .60	60 Pts. Plus
Seniority Points	Maximum of 10 @ 1 / year	10 Pts.
Maximum Possible Points		110 Pts.

J. The total score for the rank of Captain shall be calculated by the Consulting Company as follows:

Written Test Score	Maximum of 100 x .30	30 Pts. Plus
Video Recorded Assessment Score	Maximum of 100 x .70	70 Pts. Plus
Seniority Points	Maximum of 10 @ 1 / year	10 Pts.
Maximum Possible Points		110 Pts.

K. After the Video Recorded Assessment scoring has been completed for the Sergeant examination under this Agreement, the total score shall be calculated by the Consulting Company as follows:

Written Test Score	Maximum 100 x .80	80 Pts. Plus
Video Recorded Assessment	Maximum of 100 x .20	20 Pts. Plus
Seniority Points	Maximum of 10 @ 1 / year	10 Pts.
Other Points (Section 1 (A))	Maximum of 3	3 Pts.
Maximum Possible Points		113 Pts.

L. A final official rank order list shall be created of all eligible candidates in accordance with all the promotional procedures set forth herein. The final list of eligible candidates for the rank of Lieutenant and Captain shall remain in effect for eighteen (18) months. The final list of eligible candidates for the rank of Detective Investigator and Sergeant shall remain in effect for

twelve (12) months. When the Sergeant assessment is initiated, the final list of eligible candidates for the rank of Sergeant will increase from twelve (12) to eighteen (18) months.

M. The Video Recorded Assessment may be appealed using a Second Review Process as established and overseen by the Consulting Company. The decision of the Consulting Company regarding appeals using the "Second Review Process" shall be final and binding.

N. The consulting company will be responsible for the security of the Video Recorded Assessment process.

O. In the case of a Force Majeure Occurrence that prevents the promotional examination from occurring, the examination shall be rescheduled as soon as possible but no later than sixty (60) calendar days of the originally scheduled examination. In the event of a rescheduling, no further notice of the examination is required other than the new time, place, and date of the rescheduled examination. The postponement announcement and rescheduled date are approved by the Fire and Police Civil Service Director and do not require Commission approval.

A "Force Majeure Occurrence" shall mean an occurrence beyond the control and without the fault of the City after a declaration by the Mayor. Without limiting the generality of the foregoing, force majeure occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane, ice storm or other natural disaster), war, invasion, acts of foreign combatants, terrorists acts, military or other usurped political power or confiscation.

For the purposes of this article, a Force majeure shall also mean any such circumstances beyond the City's reasonable control as may cause a posted testing location to be unfit to proceed with testing. These circumstances include, but are not limited, to loss or malfunction of utility/power or access to the facility. Force Majeures of this nature can be declared by the Civil Service Director after attempts have been made to relocate the test within the same building. Moving the test location between rooms in a building will not require reposting of the exam.

Section 4. Requirements After Promotion.

A. Officers promoted to Detective Investigator, Sergeant, Lieutenant or Captain shall attend a mandatory investigator (Detectives), supervisory or management (Sergeant, Lieutenant and Captain) training program designed for that rank of no less than 40-hours prior to or after being promoted. Officers who are promoted to the rank of Detective Investigator, Sergeant, Lieutenant, or Captain and who have not attended the mandatory training program shall be required to attend the required training within sixty (60) calendar days of promotion.

B. Officers promoted to Detective Investigator, Sergeant, Lieutenant or Captain shall be assigned to one or more Officers of equal rank for on-the-job field training for a period of no less than one (1) calendar month during their probationary period. Officers promoted to the rank of Captain shall be required to complete their on-the-job field training assigned to and physically working with a Captain assigned to the Patrol Division at a police substation.

C. 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 of Police. Officers who fail to complete this requirement within the specified time period shall be demoted to their previous rank and seniority.

D. 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 of Police. Officers who fail to complete this requirement within the specified time period shall be demoted to their previous rank and seniority.

E. 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 only if exigent circumstances or an emergency situation occurred which would have prevented the Officer from completing the requirements.

F. If an Officer is promoted to the next higher rank before completing the educational requirements for his/her 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, 2001 and has forty-eight (48) months to complete sixty (60) hours of college credits or achieve an Associate's degree. The Officer is promoted to Captain on January 2, 2004 without achieving the college hours or the degree. The Officer will have until December 31, 2004 to obtain sixty (60) hours of college credit or an Associate degree.

Section 5. Appointment to Deputy Chief.

The Chief of Police shall have the right to appoint a total of six (6) Deputy Chiefs which shall be one rank immediately above the rank of Captain and one rank immediately below the Assistant Chief in the chain of command. This Article shall create no positions within the rank of Deputy Chief other than by this Article. As vacancies occur in the rank of Deputy Chief, the Chief of Police shall either appoint an Officer or permanently abolish the position within ninety (90) calendar days in accordance with this Section. Should the Chief of Police fail to appoint and the position is permanently abolished, the position of Deputy Chief shall revert to the rank of Captain or Lieutenant, whichever is applicable. Appointments to the rank of Deputy Chief shall be by the Chief of Police at his/her sole discretion, provided that the Officer promoted is a Captain or a Lieutenant provided the Lieutenant has a minimum of two (2) years in rank.

Officers appointed to this rank shall be subject to overall City policies and regulations and while appointed to this rank shall not be subject to the provisions of Chapter 143, Local Government Code, or any provision of this Agreement, unless specifically so provided by this Article.

Officers appointed to the rank of Deputy Chief shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within forty-eight (48) months after being appointed. Deputy Chiefs who have already obtained a Master's Degree prior to being appointed to the rank of Deputy Chief, shall present proof of completion to the Chief of Police within seven (7) calendar days of being appointed to the rank. Deputy Chiefs who have not obtained a Master's Degree, must complete and make a passing grade on at least nine (9) hours of Master's Degree requirements in an approved Master's Degree program every twelve (12) months after being appointed to the rank of Deputy Chief until such time as a Master's Degree is awarded. Deputy Chiefs will submit proof of the completion of the required hours to the Chief of Police and the Association on their annual promotion date until such time a Master's Degree is obtained. Deputy Chiefs who fail to complete this requirement within the specified time periods shall be demoted within ten (10) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

Any Officer appointed to the rank of Deputy Chief may be demoted to their last tested civil service rank at the sole discretion of the Chief of Police without appeal to the Commission and/or Arbitration. Any Officer appointed to this rank may, further, voluntarily return to their last tested rank at any time. Upon demotion or voluntary return to the previously-held rank pursuant hereto, the Officer shall receive thereafter the full benefits provided in Chapter 143, Local Government Code, and this Agreement as if he/she had served in that rank on a continuous basis throughout his/her tenure as Deputy Chief, and any other non-tested appointed rank. An Officer appointed to the rank of Deputy Chief may be terminated for cause, provided that such termination shall be subject to appeal in the same manner as applicable to all classified uniformed Officers in the Department.

Except for the position of Deputy Chief, nothing in this Article shall be construed to require the City to create the rank or establish and fill the maximum number of positions authorized herein. Further, nothing in this Article shall be construed to limit any existing right of the City to create ranks and establish positions in accordance with State law and City Charter.

Deputy Chiefs appointed by the Chief of Police pursuant to this Section of this Agreement, may receive administrative leave for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief of Police, subject to the scheduling and manpower contingencies that may arise.

Officers appointed to the Deputy Chief position by the Chief of Police as provided for in Article 11, Section 5, supra, of this Agreement, shall be compensated at an annual salary of not less than fifteen percent (15%) above the rate of a 30-year Captain's base pay at Step B plus longevity. The Officers so assigned shall be entitled to all benefits as contained in the following specified Articles of this Agreement: Articles 1 [Duration](#); 2 [Definitions](#); 3 [Association Rights](#); 4 [Management Duties to the Association](#); 5 [Non-Discrimination by the Association](#); 6 [No Strike Clause](#); 7 [Management Rights](#); 9 [Labor Relations Committee](#); 10 Section 3 [Take-Home Cars](#); 11 Section ~~5~~6 [Appointment to Deputy Chief](#); 14 Section 1 [Introduction](#); 16 Sections 2 [Pyramiding](#); 17 [in Family Leave](#); 19 [Clothing Allowance](#); 20 [Holidays](#) (without premium pay); 21 [Vacations](#);

22 Sections 2 [Leave Pay Upon Separation](#), 3 [Optional Pre Retirement Leave Conversion 457\(b\) Deferred Compensation Plan Contributions](#), 4 [Leave Buy Back](#), 5 [Bonus Hours Leave](#), 6 [Compensatory Time Accrual](#), 7 [Holiday Leave Accrual](#), 8 [Leave Conversion](#), 9 [Savings Clause](#), 10 [Flex Relief Days](#) and 11 [Injury-on-Duty Leave](#), 12 [Jury Duty](#), 13 [Sick Leave Pool](#); 23 [Working in Higher Classification](#); 29 [Internal Security Interview Procedure](#); 30 [Health Benefits](#); 31 [Retiree Health Benefits](#); 32 [Supplemental Benefits](#); 33 [Educational Incentive Pay](#); 34 [Certification and Instructors Pay](#); 35 [Psychological and/or Medical Examination](#); 36 [City Protection for Police Officers](#), 38 Sections 1 [Service Handgun/Badge Upon Retirement](#), 2 [Service-Connected Death](#), 4 [Permanent Personnel File](#), 5 [Exception to Open Records Act \(Officer File Photo\)](#), 6 [Pay Stub](#), 7 [Family Assistance Officer](#), 8 [Reimbursement for Lost, Damaged, or Stolen Items](#), 9 [Physical Fitness](#), 10 [Preemption](#), 11 [Preemption of Civil Service Chapter 143 Claims for Public Safety and Police Personnel](#); 37 40 [Savings Clause](#) and 3841 [Closing Statements](#).

The City agrees to defend, indemnify, and hold harmless the Association and its Officers, agents, representatives, and Officers from any action, at law or in equity, brought by any Deputy Chief or other member(s) of the unit regarding this Section.

Section 6. Appointment of Assistant Chief.

The Chief of Police shall have the right to appoint two (2) Assistant Chiefs which shall be one rank immediately above the rank of Deputy Chief and one rank immediately below the Chief of Police in the chain of command. This Article shall create no positions within the rank of Assistant Chief other than by this Article. As vacancies occur in the rank of Assistant Chief, the Chief of Police shall either appoint an Officer or permanently abolish the position within ninety (90) calendar days in accordance with this Section. Should the Chief of Police fail to appoint and the position is permanently abolished, the position of Assistant Chief shall revert to the rank of Captain or Lieutenant, whichever is applicable. Appointments to the rank of Assistant Chief shall be by the Chief of Police at his/her sole discretion, provided that the Officer promoted is a Deputy Chief, Captain or a Lieutenant provided that the Lieutenant has a minimum two (2) years in rank).

Officers appointed to this rank shall be subject to overall City policies and regulations and while appointed to this rank shall not be subject to the provisions of Chapter 143, Local Government Code, or any provision of this Agreement, unless specifically so provided in this Article.

Officers appointed to the rank of Assistant Chief from Deputy Chief rank shall be required as a condition of maintaining the appointed rank to obtain a Master's Degree from an accredited college or university within thirty-six (36) months after being appointed. If a Captain or Lieutenant is appointed to Assistant Chief they shall have forty eight (48) months in order to obtain a Master's Degree from an accredited college or university. Assistant Chiefs who have already obtained a Master's Degree prior to being appointed to the rank of Assistant Chief, shall present proof of completion to the Chief of Police within seven (7) calendar days of being appointed to the rank. Assistant Chiefs who have not obtained a Master's Degree must complete and make a passing grade on at least one-third of any Master's Degree requirements they have left to obtain in an approved Master's Degree program every twelve (12) months after being appointed

to the rank of Assistant Chief until such time as a Master's Degree is awarded. Assistant Chiefs will submit proof of the completion of the required hours to the Chief of Police and the Association on their annual promotion date until such time a Master's Degree is obtained. Assistant Chiefs who fail to complete this requirement within the specified time periods shall be demoted within ten (10) calendar days after verification by the Chief of Police of the Officer's non-compliance. Officers shall be demoted to their previous civil service rank and seniority.

Any Officer appointed to the rank of Assistant Chief may be demoted to their last tested civil service rank at the sole discretion of the Chief of Police without appeal to the Commission and/or Arbitration. Any Officer appointed to this rank may, further, voluntarily return to their last tested rank at any time. Upon demotion or voluntary return to the previously-held tested rank pursuant hereto, the Officer shall receive thereafter the full benefits provided in Chapter 143, Local Government Code, and this Agreement as if he/she had served in that rank on a continuous basis throughout his/her tenure as Assistant Chief, and any other non-tested appointed rank. An Officer appointed to the rank of Assistant Chief may be terminated for cause, provided that such termination shall be subject to appeal in the same manner as applicable to all classified uniformed Officers in the Department.

Assistant Chiefs appointed by the Chief of Police pursuant to this Section of this Agreement, may receive administrative leave for work performed in excess of their regularly scheduled duties. Said leave time may be granted at the discretion of the Chief of Police, subject to the scheduling and manpower contingencies that may arise.

Officers appointed to the Assistant Chief position by the Chief of Police as provided for in Article 11, Section 6, supra, of this Agreement, shall be compensated at an annual salary of not less than eight percent (8%) above the rate of a Deputy Chief's base pay plus longevity (a 30 year Captains base pay at Step B + .18 times that base pay). The Officers so assigned shall be entitled to all benefits as contained in the following specified ~~Articles of this Agreement:~~ Articles of this Agreement: Articles 1 [Duration](#); 2 [Definitions](#); 3 [Association Rights](#); 4 [Association Rights](#); 4 [Management Duties to the Association](#); 5 [Non-Discrimination by the Association](#); 6 [No Strike Clause](#); 7 [Management Rights](#); 9 [Labor Relations Committee](#); 10 Section 3 [Take-Home Cars](#); 11 Section 6 [Appointment to Assistant Chief](#); 14 Section 1 [Introduction](#); 16 Sections 2 [Pyramiding](#); 17 [Death](#); 19 [Clothing Allowance](#); 20 [Holidays](#) (without premium pay); 21 [Vacations](#); 22 Sections 2 [Leave Pay Upon Separation](#), 3 [Optional Pre Retirement Leave Conversion 457\(b\) Deferred Compensation Plan Contributions](#), 4 [Leave Buy Back](#), 5 [Bonus Hours Leave](#), 6 [Compensatory Time Accrual](#), 7 [Holiday Leave Accrual](#), 8 [Leave Conversion](#), 9 [Savings Clause](#), 10 [Flex Relief Days](#), ~~and~~ 11 [Injury-on-Duty Leave](#), 12 [Jury Duty](#) and 13 [Sick Leave Pool](#), ~~12 and 13~~; 23 [Working in Higher Classification](#); 29 [Internal Security Interview Procedure](#); 30 [Health Benefits](#); 31 [Retiree Health Benefits](#); 32 [Supplemental Benefits](#); 33 [Educational Incentive Pay](#); 34 [Certification and Instructors Pay](#); 35 [Psychological and/or Medical Examination](#); ~~38~~ Sections 1 [Service Handgun/Badge Upon Retirement](#), 2 [Service-Connected Death](#), 4 [Permanent Personnel File](#), 5 [Exception to Open Records Act \(Officer File Photo\)](#), 6 [Pay Stub](#), 7 [Family Assistance Officer](#), 8 [Reimbursement for Lost, Damaged, or Stolen Items](#), 9 [Physical Fitness](#), 10 [Preemption](#), 11 [Preemption of Civil Service Chapter 143 Claims for Public Safety and Police Personnel](#); ~~37~~ [40 Savings Clause](#) and ~~41~~ [38 Closing Statements](#).

The City agrees to defend, indemnify, and hold harmless the Association and its officers, agents, representatives, and Officers from any action, at law or in equity, brought by any Assistant Chief or other member(s) of the unit regarding this Section.

Section 7. Uniformed Evidence Detective Initiative

Officers promoted to Detective Investigator on or after March 4, 2011 shall be subject to assignment in both the traditional Detective Investigators positions and in Uniformed Evidence Detective (U.E.D.) patrol assignments in accordance with Article 7 Management Rights. All other Detective Investigators promoted prior to March 4, 2011, who do not opt into the initiative, shall not be ordered to accept assignments to U.E.D. positions, but any eligible Detective Investigator who voluntarily opts into the initiative and a U.E.D. assignment, shall be subject to such assignment from that point forward and shall be subject to the new classified job description for the Detective Investigator rank. Sole control over staffing levels in all positions and ranks shall be within the authority of the Chief and the City Council in accordance with the Provisions of Chapter 143. Any new Major Crimes CSI or similar unit that is created in the future will retain sworn supervisors for civilians.

Section 8. Previous Agreement

Any promotional exam approved by the Civil Service Commission prior to the signing of this Agreement will be handled in accordance with the previous Agreement, except as specifically provided for Detectives on any current eligibility list in Section 7 above.

Section 9. Force Reduction and Reinstatement Lists

If a reinstatement list is created pursuant to the requirements of Section 143.085 of the Local Government Code, the parties agree that the name of any person placed on such list will not be removed from the list for three (3) years from date of reduction in rank. This change is intended to supersede the language of Chapter 143.085 concerning the duration of reinstatement lists.

Section 10. Preemption.

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive order, local ordinance, City policy Civil Service Commission rule or other City 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 Sections 143.028, 143.029, 143.031, 143.032, 143.033, 143.034, 143.035 and 143.036.