

SAPOA Proposal AC / DC Update
January 30, 2026

INCLUDE

Articles 1;	Duration	
2;	Definitions	
3;	Association Rights	
4;	Management Duties to the Association	
5;	Non-Discrimination	
6;	No Strike Clause	
7;	Management Rights	
9;	LRC	
10 Section 3;	Take Home Cars	
11 Section 6;	Appointment to DC	
14 Section 1;	Intro (off duty empl.)	
16 Sections 2;	Pyramiding	
17;	Death in family	
19;	Clothing Allowance	
20 (without premium pay);	Holidays	
21;	Vacations	
22 Sections		
2,	Leave pay upon separation	
3,	Leave buyback	NOW SECT.4 MAY WANT TO INCLUDE 3
4,	Bonus Days	NOW SECT.5
5,	CT Accrual	NOW SECT.6
6,	Holiday Accrual	NOW SECT.7
7,	Leave Conversion	NOW SECT.8
8,	Savings Clause	NOW SECT.9
9,	Injury on Duty Leave	NOW SECT.11

Commented [JJ1]: 5 for DC; 6 for AC

Commented [JJ2]: 06 typo that lingers

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10	Jury Duty	NOW SECT.12
and 11;	Sick Leave Pool	NOW SECT.13
23;	Working in Higher Classification	
29;	Health Benefits	NOW Article 30
30;	Retiree Health Benefits	NOW Article 31
31;	Supplemental Benefits	NOW Article 32
32;	Ed. Incentive Pay	NOW Article 33
33;	Cert and Instructors Pay	NOW Article 34
34;	Psych and/or Medical Examination	NOW Article 35
35;	City Protection for Police Officers	NOW Article 36
36 Sections (from 02 contract)		NOW Article 38
1,	Service Handgun / Badge Upon retirement	
2,	Service-Connected Death	
4,	Permanent Personnel File	
5,	Exception to Open Records Act (File Photo)	
6;	Pay Stub	
37 and	Civilianization	NOW Article 39
38.	Savings Clause	NOW Article 40

Draft Revised Language

ARTICLE 11

Promotions

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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)

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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; 2; 3; 4; 5; 6; 7; 9; 10 Section 3; 11 Section ~~65~~; 14 Section 1; 16 Sections ~~2~~; 17; 19; 20 (without premium pay); 21; 22 Sections 2, 3, 4, 5, 6, 7, 8, 9, ~~10 and 11, 12 and 13~~; 23; ~~29~~; 30; 31; 32; 33; 34; 35; 36; 38 Sections 1, 2, 4, 5, 6; ~~37-39~~ and ~~3840~~.

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

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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; 2; 3; 4; 5; 6; 7; 9; 10 Section 3; 11 Section 6; 14 Section 1; 16 Sections 2; 17; 19; 20 (without premium pay); 21; 22 Sections 2, 3, 4, 5, 6, 7, 8, 9, ~~10 and 11~~, 12 and 13; ~~23; 29~~; 30; 31; 32; 33; 34; 35; 36; 38 Sections 1, 2, 4, 5, 6; ~~39~~ and ~~38~~40.

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.