

AGREEMENT

Between

THE CITY OF WACO, TEXAS

and

WACO POLICE ASSOCIATION

**CITY OF WACO FISCAL YEARS
2011-2012 and 2012-2013 and 2013-2014**

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INTENT AND PURPOSE

It is the intent and purpose of this Agreement, entered into by the City of Waco, Texas, hereinafter referred to as “the City” and Waco Police Association, hereinafter referred to as “the Association”, to achieve and maintain harmonious relations between the parties and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of Meet and Confer with the objective of fostering effective cooperation between the City and its Police Officers. Therefore, this Agreement is intended to be, in all respects, in the public interest.

ARTICLE 1

AUTHORITY AND RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all covered police officers, pursuant to Section 142.053 et seq. of Chapter 142 of the Texas Local Government Code, excluding the employees exempt under Section 142.058(b) of the Police Department.

ARTICLE 2

UNION DUES CHECK OFF AND INDEMNIFICATION

Section 1. Dues Check Off.

Upon receipt of a signed authorization from an officer on a form supplied by the City, the dues and assessments that existed on the date of this Agreement to the Association shall be deducted from such officer’s pay. Officers who are currently having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form.

The dues deduction shall be remitted promptly to the treasurer of the Association. The City agrees to provide a list of those members for whom deductions are made each month. The Association may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) days in advance of the change, from the Association President advising the City that the amount has changed pursuant to the requirements of the Association’s Constitution and Bylaws. The Association will promptly refund to the City any amount paid to the Association in error on account of this dues deduction provisions.

Section 2. Indemnification.

As a condition of being granted and continuing payroll deduction of dues, the Association shall jointly defend the provisions of this article on behalf of the City and itself, and shall indemnify the City and any departments of the City and hold it harmless against any and all claims, demands, suits or other form of liability that may arise out of, or by reason or, any actions taken by the City or any department of the City for any purpose of complying with provisions for this article. The Association shall be entitled to select and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the City Attorney to participate.

The City agrees that it will not authorize payroll deduction of dues of fees for any organization that purports to represent Waco police officers in employment matters, that is not currently authorized to have payroll deduction of dues.

Section 3. Association Communication.

The Association's access to City facilities and equipment to communicate with its membership shall include the use of one (1) bulletin board installed at the main police station and one (1) at each police facility.

The following guidelines shall apply to materials posted on the bulletin boards:

- a) There shall be no personal attacks or inflammatory statements.
- b) All materials shall be directed toward dissemination of Association information.
- c) In any case, the Police Chief retains the final decision as to whether Association material may be posted on bulletin boards. At no time shall the bulletin boards contain any political endorsement, whether at the local, state or federal level.

ARTICLE 3

WAGES

Section 1.

Dates only city.

Wages for the first, second, and third year of this agreement (Waco fiscal years 2011-2012, 2012-2013, and 2013-2014) shall be paid as set forth in Exhibit A.

Section 2.

The City agrees in the event the City provides a general across the board wage increase during the contract period to any substantial group or class of other City employees in an amount higher than that provided to the bargaining unit of the Police Department under this Agreement, the members of the bargaining unit of the Police Department shall be entitled to the amount over that provided to the bargaining unit members herein. This provision shall apply to general across the board wage increase adjustments only, and shall not apply to any increase based upon targeted market adjustments, or any increase granted pursuant to a petition initiated pursuant to state

statute or otherwise. In the event that the City of Waco implements a merit pay of base pay for other city employees, the average amount of such total funding, expressed as a percentage of base pay for the affected employee group, shall be used for purposes of this clause, rather than the limits of the merit ranges allowed.

Section 3. Shift Differential.

Shift differential will be paid as authorized by city ordinance (Section 18-89) at the rate of .80 per hour, for the life of this agreement. For the duration of this Agreement the patrol shifts, schedules and rotating days off shall continue per current practice. The second and third shifts will automatically receive the differential pay contingent on their assignment to the shift.

Section 4. Compensatory Time.

The parties agree that officers may be compensated for overtime excluding overtime worked in grant programs and for specialized services which require actual paid overtime for reimbursement in either pay or compensatory time. Accounting, calculation and payment shall be in accordance with current payroll practices and the FLSA and Texas law. Each police officer may elect to take compensatory time, or overtime, or any combination thereof by indicating the election on their timesheet after the overtime hours have been worked. No more than 50 hours of comp time may be accrued in an officer's comp time account.

ARTICLE 4

EDUCATION/CERTIFICATION PAY

Education/Certification pay shall be paid in the hourly rate of pay for all officers covered under this Agreement from the following list of certifications approved by the Police Department, with the amounts specified being per month. No officer may receive certification pay and/or education pay totaling more than \$200.00 per month as a cumulative amount:

<u>Certification or Degree</u>	<u>Monthly</u>
Intermediate Certification or Associate Degree	\$100
Advanced Certification or Bachelor's Degree	\$150
Master Peace Officer Certification or Master's Degree	\$200

The parties recognize and agree that the provisions of this Article shall take precedence over civil service law provisions, including the applicable code section of Chapters 142 and 143 of the Local Government Code or the local civil service rules and regulations of the City of Waco.

ARTICLE 5
SICK LEAVE

The accumulation, right to use and payment of sick leave shall be in accordance with Section 143.045 of the Local Government Code or as enhanced by City policy.

ARTICLE 6
ALTERNATIVE HIRING

Section 1.

Notwithstanding any provisions in Chapter 143, the Parties have agreed that the needs of the Department for qualified and capable personnel requires the adoption and implementation of these provisions to modify the hiring provisions in Chapter 143:

- a. The Waco Police Department shall be authorized and entitled to hire police officers from other law enforcement agencies, or who have been employed by such agencies within the last twelve (12) months and have left such employment in good standing, in accordance with the following provisions and limitations.
 - (1) Officers who have two (2) years or more of experience in another Texas law enforcement agency as a police officer, and who otherwise meet the qualifications for the Waco Police Department, may be hired as beginning employees at the two (2) year pay step as a Police Officer.
 - (2) Officers who have five (5) years or more of experience with the Texas Department of Public Safety as a State Trooper, a Texas County Sheriff's Office in a County with a population of 50,000 or more as a County Deputy, or a Texas city police department in a City with a population of 50,000 or more as a police officer, and who otherwise meet the qualifications for the Waco Police Department, may be hired as beginning employees at the five (5) year pay step as a Police Officer.
- b. The Waco Police Department shall be authorized and entitled to hire police officers from other law enforcement agencies, or who have been employed by such agencies within the last twelve (12) months and have left such employment in good standing, in accordance with the following provisions and limitations:

- (1) Successfully challenge by passing the TCLEOSE Exam, and
 - (2) Meet the standards and requirements outlined in a.(1) or a. (2) above with the exception that the agency can be an American law enforcement agency outside the State of Texas.
- Except as Allowed by Alternative Promotional Testing*
- c. Officers hired as allowed by Section 1 of Article 6 ALTERNATIVE HIRING do not begin their employment with the Waco Police Department with seniority or longevity based on their previous experience with another law enforcement agency or department.
 - d. The Chief shall provide for an appropriate supplemental police academy program for such officers, together with a modified field training program to facilitate the effective assimilation of such officers into the Waco Police Department.

Section 2.

The expiration of this agreement after the hiring of any cadet or officer shall not effect the employment of such cadet or officer, irrespective of the fact that the cadet or officer may not have finished the academy or other training programs or requirements. This Article shall supercede all contrary provisions in Chapter 143, including 143.021 – 143.025.

Section 3.

The parties recognize and agree that the provisions of this Article shall take precedence over civil service law provisions, including the applicable code section of Chapters 142 and 143 of the Local Government Code or the local civil service rules and regulations of the City of Waco.

ARTICLE 7

NEW OFFICER PROBATION PERIOD

The probationary period for new police officers starts when the officers begins their employment as Waco Police Recruits and extends one (1) year (365 calendar days) from the day they are commissioned as Waco Police Officers. The probationary period for police officers hired as allowed by Section 1 of Article 4 ALTERNATIVE HIRING begins on the first day of employment with the department and extends one (1) year (365 calendar days) from the day they are commissioned as a Waco Police Officer.

The parties recognize and agree that the provisions of this Article shall take precedence over civil service law provisions, including the applicable code section of Chapters 142 and 143 of the Local Government Code or the local civil service rules and regulations of the City of Waco.

ARTICLE 8

DISPUTE RESOLUTION

Scope of Procedure. The City and the Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure.

Application of Procedure. If either the City or the Association has a dispute with the other party regarding this agreement, that party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its president and for the City shall be its Chief of Police. Each grievance shall state the factual basis for the dispute and identify the applicable sections of this Agreement. Any claim or dispute by an employee or group of employees under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association within ten (10) days of the date when the employee knew or reasonably should have known of the claim. The Chief may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association. If the Association does not accept the decision by the Chief, it shall have five (5) days to notify the Chief, and either party shall have the right to seek mediation of the dispute by requesting same within ten (10) days from the date of the Association's response to the Chief's decision. If the representatives have not been successful in resolving the issue within sixty (60) days from the Association's decision, the matter shall proceed to arbitration.

Arbitration. The Parties agree that either or both can request arbitration by initiating a request to the other party's representative. The representatives will then request a list of five (5) impartial arbitrators from the American Arbitration Association. If the Parties cannot agree on an arbitrator from the list, the party raising the dispute shall strike a name from the list, after which they shall alternately strike names until a single name remains. That person shall be appointed arbitrator for the dispute. The arbitration shall be held at the earliest available date. The arbitrator in the first case shall be removed from the list for the next case. A like process will be used for each new dispute if the list is exhausted during the term of this Agreement, the Parties shall start anew with the original list.

The hearing shall be held at a location which is convenient for all Parties and the arbitrator and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The arbitrator's authority shall be limited to the interpretation and application of this Agreement, and the arbitrator shall not have authority to add to or vary the terms of this Agreement, or to determine disputes which are not within the scope of the Agreement. The hearing shall be concluded as expeditiously as possible and the arbitrator's

written decision shall be provided to both parties within thirty (30) days after close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator. Each party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for purposes of this paragraph, and may find that both parties lost in part and apportion fees and expenses accordingly. The written decision of the arbitrator shall be final and binding on both parties and may not be appealed by either party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

ARTICLE 9

COMPLETE AGREEMENT CLAUSE

Section 1.

The Parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meet and confer negotiations. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement.

Section 2.

Additionally, in the event that any provisions of this Agreement conflicts or is inconsistent with any provision of Chapter 143 Local Government Code, or any other civil service provision or statute setting standards or rights for Police Department employees, this Agreement shall prevail, notwithstanding any such provision of Chapter 143, Local Government Code or any other Civil Service Statutes.

ARTICLE 10

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 11

DURATION OF AGREEMENT

This agreement shall become effective after ratification by the affected employees pursuant to a vote conducted by the Waco Police Association and upon approval by the City Council after compliance with any procedural or publication requirements imposed by Charter. It shall continue in effect until September 30, 2014; provided however, the Association shall have the right to request that wages be renegotiated for FY 2013-2014. This request to renegotiate wages (i) does not obligate the City to agree to any changes in wages and (ii) may be made only once during the term of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF _____ 2011.

Larry Groth,
City Manager

Ken Reeves, President,
Waco Police Association