

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF KYLE
AND
THE KYLE POLICE ASSOCIATION

October 1, 2013

Through

September 30, 2016

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DEFINITIONS

For purposes of this Agreement, the following definitions shall apply, unless a different definition is required by the context in which the term is used:

Agreement - refers to this Meet and Confer Agreement between the CITY and the ASSOCIATION.

Association – refers to the employee organization that is designated as the sole and exclusive bargaining agent for the police officers employed by the CITY, excluding the Department Head, any Assistant Police Chief(s), Cadets, and the exempt employees, as provided in Subchapter B, Chapter 142, Texas Local Government Code.

Bargaining Agent - refers to duly recognized ASSOCIATION that serves as the sole and exclusive bargaining agent for the police officers employed by the CITY, excluding the Department Head, any Assistant Police Chief(s), Cadets, and the exempt employees, under Chapter 142.

Bargaining Unit – refers to all full time police officers employed by the city, except the Police Chief, any Assistant Police Chief(s), Cadets, and employees that are exempt, as defined by Chapter 142, Texas Local Government Code.

Budget (Fiscal) Year- refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Chapter 143 - refers to the applicable provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified.

Chapter 142 - refers to the applicable provisions of Chapter 142, Texas Local Government Code in effect at any given time, unless otherwise specified.

Civil Service - refers to the classified civil service system organized pursuant to Chapter 143, and related civil serviced statutes and the Rules.

Civil Service Commission or Commission – refers to the City of Kyle Police Officers' Civil Service Commission, duly appointed under Chapter 143, Texas Local Government Code.

City - refers to the home rule municipality organized under the laws of the State of Texas known as the City of Kyle.

Department - unless otherwise specified, refers to the City Police Department.

Department Head – refers to the Police Chief of the City of Kyle, or that person’s equivalent regardless of name or title used.

Day – unless otherwise specified, refers to calendar day.

Employee – unless otherwise specified, shall refer to police officers who qualify as members of the bargaining unit.

Execution Date – refers to the date on which this Agreement is fully and formally ratified and approved by both the ASSOCIATION and the governing body of the CITY in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date - refers to the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of the Agreement.

FLSA - refers to the Fair Labor Standards Act.

KPA – refers to the Kyle Police Association.

Longevity Pay - refers to the longevity pay component used by the City to calculate employee salary above and beyond base pay, and which is otherwise required and allowed under Chapters 141, 142 and 143, Texas Local Government Code.

Overtime Pay – shall refer to overtime pay established and determined by reference to state or federal law. This is to be distinguished from Time & One-Half Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Parties – refers to the CITY and the ASSOCIATION jointly.

Police Chief or Chief of Police - refers to the Police Chief appointed as the department head for the Department, and includes the Police Chief’s designated representative.

Police Department - refers to that department of the CITY responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department.

Police Officer or Officer - refers to a person who is a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and who is employed in the Department to perform the functions of a peace officer. This term excludes the Department Head, any Assistant Police Chief(s), and Cadets. When capitalized, Police Officer shall refer to the classification established by the Commission and the governing body of the CITY pursuant to Section 143.021, Texas Local Government Code.

Rules – refers to the CITY’s Civil Service Rules duly adopted by the Commission, as they are amended from time to time.

Step Pay – refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee or years of service outside the Department as provided in Section 2.05 of the Agreement.

TCLEOSE – refers to the Texas Commission on Law Enforcement Officers Standards and Education.

TCOLE – refers to the Texas Commission on Law Enforcement, which the Texas Legislature has deemed will replace TCLEOSE. For the purposes of this agreement, TCLEOSE and TCOLE are the same.

TLGC – shall refer to the Texas Local Government Code

Article I. Authority and Recognition

Section 1.01. Authority.

The City of Kyle, Texas hereinafter “CITY” and the Kyle Police Association hereinafter “KPA”, have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the Texas Local Government Code, Chapter 142 et. Seq., Subchapter B. To the extent that this Agreement is in conflict with or changes Chapter 143, TLGC or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision, as authorized by Section 142.067 of the TLGC.

Section 1.02. Recognition.

(a) Unless changed as prescribed in Section 1.02(b) below, the CITY recognizes the KPA as the sole and exclusive bargaining agent for all police officers in the Department.

(b) In the event officers covered by this Agreement wish to change their sole and exclusive bargaining agent, no earlier than six months prior to the termination of the existing “Agreement”, a petition signed by over fifty percent (50%) of the police officers shall be submitted to the City Secretary. Upon validation of the signatures, the Human Resources Department shall immediately conduct an election to determine what association represents a majority of the officers in the Department. The association receiving a majority of the secret ballots cast shall be deemed the exclusive bargaining agent. Voting shall continue until one association receives a majority vote of all officers in the Department.

(c) The CITY agrees to withhold dues for the Association and direct funds to the Association’s designee upon receipt of a signed authorization from an officer on a form supplied by the Association. The employee has the right to revoke the authorization to directly deposit association dues, at any time, upon 30 days’ notice to the CITY. The KPA will refund to the employee any amount paid to the Association in error on account of the direct deposit of association dues within 30 days.

Section 1.03 Duration.

This Agreement shall become effective October 1, 2013 upon ratification by the Kyle Police Association and approval by the Kyle City Council, in accordance with Chapter 142 of the Texas Local Government Code. This Agreement shall expire at midnight, September 30, 2016.

Section 1.04 Pre-emption of Chapters 142 & 143.

To the extent that any of the provisions of this Agreement differ from Chapters 142 and 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article II. Recruitment and Hiring Process

Section 2.01 Written Entry-Level Examinations.

The Civil Service Director may at his/her option, administer written entry-level examinations. If entry-level examinations are used they may be given at different times and locales at his/her discretion to create an eligibility list. To qualify for the written exam, candidates must first pass prescreening and the Physical Fitness test.

Section 2.02 Eligibility Lists.

The Civil Service Director may initiate another written examination process before the current eligibility list expires or is exhausted. The Police Department must exhaust the current eligibility list before hiring any candidates from the next list.

Section 2.03 Selection.

The Chief of Police may pass over non-TCLEOSE licensed candidates and give preference to a **TCLEOSE** licensed candidate who is not at the top of the eligibility list, but must do so in the order in which the TCLEOSE licensed candidates are on the eligibility list.

Special Selection - In recognition that some candidates may have unique skill sets desirable by the department, or may have lateral entry experience but may not be the first eligible candidate, the Chief of Police may appoint under special selection a **TCLEOSE** licensed candidate regardless of where they rank on the eligibility list. The Chief is limited to utilizing Special Selection only on every third patrol officer vacancy.

In order to utilize the special selection clause of this section, the Chief must present his reasoning to a review board comprised of one member of the Civil Service Commission, one member of the Association, and one member of the Safety and Emergency Services Advisory Committee. A majority vote of the review board shall determine final authorization to use Special Selection. Any portion of this process shall be final and non-appealable to the civil service commission or to any court.

Section 2.04 Hiring of Non-Civil Service Cadets.

The Police Department may hire a candidate who does not hold a TCLEOSE license and who has successfully completed the written entry-level examination. Such person shall hold the position of Cadet, which is a non-civil service position. Such applicant shall be paid for class time and study up to a total of 40 hours per week. The Cadet shall attend and graduate from a Basic Peace Officers Course and be licensed by **TCLEOSE** before becoming a Police Officer. The probationary period for newly hired Police Officers shall commence from date of hire and continue through the 365th day following the date of commission as a Kyle Police Officer. Failure to pass or perform during any of this time period may result in immediate dismissal. To the extent that this provision is in conflict with the Texas Local Government Code, Chapter 143, including Section 143.027, this provision shall prevail.

Section 2.05 Lateral Entry Program.

The Police Department may hire a licensed peace officer with prior law enforcement experience in a recognized law enforcement agency and, upon employment, may place such officer at a step higher than Step 1, Police Officer classification, on the Civil Service Salary Step Plan, as provided in this section, if the candidate meets the following criteria:

- (a) The candidate is licensed by **TCLEOSE**;
- (b) The applicant has a minimum of three years of service as a TCLEOSE certified, full time, paid peace officer in a first responder patrol officer or detective/investigator;
- (c) The applicant does not have a break in service of more than 180 days between qualifying peace officer positions held during the three year minimum service period or from the applicant's last date of employment as a peace officer;
- (d) Applicants with 10 or more years of service from a law enforcement agency may be hired if the applicant has not attained the age of 56 by the date the applicant submits a written application to the Kyle Police Department.

Applicants hired under this provision must serve a 365 day probationary period upon being commissioned as a Kyle Police Officer in the Kyle Police Department, and may not be assigned to a specialized unit during this 365 days, unless there are none interested or qualified for the specialized unit, in which case the Lateral Entrant's FTO will determine if they may serve prior to their probationary period ending.

Eligible prior experience allows the new hire to be slotted in the appropriate Police Officer pay step for up to 5 years for the applicant's prior experience as described in Section 2.05 Lateral Entry Program, as if the entire eligible prior experience had all been acquired in the employ of the CITY. Police officers hired under the lateral entry program who have five or more years of prior qualifying experience, as provided in this Section, shall be placed at Step 5, Police Officer classification, on the Civil Service Step Plan upon being hired. Police officers hired under the lateral entry program who have less than five years of qualifying experience shall be placed at the step that is equivalent to the number of years of prior qualifying service rounded down. For example, if the officer has three years and six months of prior qualifying service, the officer shall be placed at Step 3, Police Officer classification on the Civil Service Salary Step Plan upon being hired.

This program will help recruit qualified applicants for the position of Entry-Level Police Officers. The Chief of Police's final determination of whether an applicant fails to meet the criteria of the Lateral Entry Program as listed in Section 2.05 of this Article shall be final and non-appealable to the Civil Service Commission or to any court.

Section 2.06 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article III. Promotional Process

The promotional process for Sergeant, Lieutenant, Captain and Assistant Police Chief shall be as follows:

Section 3.01 Establishment of Vacancies.

- (a) Vacancies for Sergeant, Lieutenant and Captain may be created by either resignation, retirement, termination, indefinite suspension or other event of a police officer occupying the higher position or by addition of these positions by approval of the CITY Council in the budget process.
- (b) Vacancies for Assistant Police Chief are non-Civil Service positions as determined by the CITY Council at the time of their creation. At the time of the creation of the position of Assistant Chief, the Assistant Chief position will still be considered a non-Civil Service position regardless of the number of classifications below Department Head. The position of Assistant Chief of Police for the Kyle Police Department may be a licensed or honorably retired police officer from the CITY or from another law enforcement agency. The candidate shall be chosen by the Kyle Chief of Police and shall be approved by the Kyle City Manager. The candidate selected to be the Assistant Chief of Police of the Kyle Police Department shall possess the following basic requirements:
 - a. Have a minimum of a Bachelor's degree from an accredited university or college recognized by TCLEOSE.
 - b. Shall be certified and licensed as a Master Peace Officer with TCLEOSE

Section 3.02 Eligibility to Take Written Exams.

- (a) **Sergeant-** To qualify for taking the Sergeant's exam, candidates must have completed a minimum of three years cumulative work experience in the CITY as a police officer. Work experience in a comparable law enforcement agency may be added to work experience in the Department at a rate of 50%, up to a maximum of one year's credit. That is, two years of work experience in a comparable law enforcement agency, as defined in this subsection, is equivalent to one year's experience in the Department for purposes of promotion. The following is added to the minimum work experience requirements for eligibility to take the Sergeant's exam:
The candidate shall:

- a. Attend the approved mandatory supervisory or management training program. The Chief shall reasonably schedule all eligible OFFICERS to attend the approved mandatory supervisory or management training program. The failure or refusal of an Officer to participate in the training program for any reason shall not constitute a basis for any grievance or for any judicial or other administrative relief. Exceptions to the training requirement due to unusual circumstances may be granted by the Civil Service Commission.

- b. If there are not a sufficient number of police officers meeting the requirements outlined above with three years of service to take the examination, the Director shall open the examination to officers who do not meet the requirements outlined above as follows:
 - i. First, OFFICERS with less than three years or less of service meeting the aforementioned training requirements.
 - ii. Second, If there are insufficient OFFICERS in step “i” above, all OFFICERS not meeting the training requirement.
- c. No more than 90 days may have elapsed between positions held during the three year minimum service period or between the person’s last peace officer position prior to employment with the CITY.

(b) Lieutenant- To qualify for taking the Lieutenant’s exam, candidates must have served as a Sergeant in the CITY for two years prior to the date the notice of the exam is posted. The following is added to the minimum work experience requirements for eligibility to take the Lieutenant’s exam: The candidate shall:

- a. Have at least 30 hours (with a passing grade) of college hour credits from an accredited college or university in a program of study suitable to law enforcement, public administration, or management.
- b. If there are not a sufficient number of Sergeants meeting the requirements outlined above with two years of service in grade to take the examination, the Director shall open the examination to Sergeants who do not meet the requirements outlined above as follows:
 - i. First, SERGEANTS with less than two years or less of service meeting the aforementioned education requirements.
 - ii. Second, If there are insufficient SERGEANTS in step “i” above, all SERGEANTS not meeting the education requirement.
- c. No more than 90 days may have elapsed between positions held during the three year minimum service period or between the person’s last peace officer position prior to employment with the CITY.

(c) Captain - To qualify for taking the Captain’s exam, candidates must have served as a Lieutenant in the CITY for two years. Absent authorized Lieutenant positions, the candidate must have served as a Sergeant in the CITY for four years prior to the date the notice of the exam is posted and must also have an Associates Degree or at least 60 hours (with a passing grade) of college hour credits from an accredited college or university in a program of study suitable to law enforcement, public administration, or management.

- a. In the event all eligible candidates fail the written portion of the promotion examination or an insufficient number of candidates sign up to take the examination which follows, all sergeants who meet the aforementioned education requirement regardless of time-in-rank may be eligible for the examination for promotion to Police Captain.
- b. In the event all eligible candidates in step 2 above fail the written portion of the promotion examination or an insufficient number of candidates sign up to take the examination which follows, all sergeants, regardless of education, who meet the

time in grade requirements may be eligible for the examination for promotion to Police Captain.

Section 3.03 Written Examination

Each candidate must take and pass a written examination with a minimum score of seventy (70) before considering seniority or other modifiers.

Section 3.04 Assessment Center

All candidates testing for the ranks of Lieutenant and above who pass the written examination shall participate in a professional assessment center process. The CITY shall select an outside assessment center provider of its choice. The outside assessment center provider shall use assessors from cities of at least 50,000 or more in population and the assessors must be equal rank or above the rank being tested for. The candidates shall receive a score between 1 and 100.

Section 3.05 Creation of Eligibility List

An eligibility list shall be created by weighting the written examination and the assessment center at 50 % weighting for each. One point for each year of service as a commissioned police officer with the Department shall be added to the final score of the written and assessment scores which are weighted at 50%. The candidate shall receive up to 10 points for each eligible year of service for a possible perfect score of 110 points. The formula to be used is described below:

[(Written test score) X .50] + [(Assessment center score) X .50] + (service pts up to 10) = Final Score

Example: [80 X .50] + [70 X .50] + 7 = 82
40 + 35 + 7 = 82

Section 3.06 Appeals

Candidates shall not be permitted to file an appeal of the assessment center process or ratings determined by the outside assessors.

Section 3.07 Promotion Rule of Three.

When a vacancy occurs and an eligibility list exists, the Police Chief shall request the names of the top three candidates from the Civil Service Director and appoint the number one candidate on the eligibility list, unless the candidate has received within one year preceding the date of the date the Police Chief receives the eligibility list the following:

- (a) A three shift temporary suspension or greater that is not appealed; or is upheld on appeal; or,
- (b) A demotion, whether voluntary or involuntary.

These reasons for passing over a candidate are in addition to other reasons authorized under Chapter 143.

Section 3.08 Passover.

In the event that the number one candidate has received a temporary suspension or demotion described in Section 3.07, the Police Chief may pass over the number 1 candidate. Likewise, if the number 2 candidate on the eligibility list has received one or more of the aforementioned discipline and/or demotion, the Police Chief may pass over the number 2 candidate. If the Police Chief intends to pass over the number 1 and /or number 2 candidate(s), then Police Chief shall give notice to the candidate(s) prior to notifying the candidate he intends to promote. The Police Chief shall give at least 72 hours written notice to the candidate(s) the Police Chief is passing over. If a candidate on the eligibility list is passed-over for a reason(s) mentioned above, he/she shall have no right of appeal of the pass-over.

Section 3.09 Reference to Classification Does not Constitute Creation of a Classification.

A reference to a civil service classification that has not been approved by the Commission and established by the CITY Council by ordinance does not constitute creation of such classification.

Section 3.10 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article IV. Hours of Work and Overtime

Section 4.01 Operational Division Employees.

Employees shall work shifts as defined by the Police Chief and as may be adjusted from time to time. Overtime shall not begin to accrue until an employee has actually worked more than eighty four (84) hours in a two week work cycle. The four (4) hours worked beyond the eighty (80) hours in a regular two week pay period will be paid at the regular hourly rate but the employee may elect to instead take off work (flex off up to four (4) hours with no pay) unless the supervisor on duty requires the employee to remain working due to a staffing shortage or work load requirements.

Section 4.02 Time Worked.

Vacation and holiday leave shall count as "time worked" only if time off request was received a minimum of two weeks in advance, and subsequent to the leave being taken is approved by a supervisor. Sick Leave shall not count as time worked for purposes of overtime calculation.

Section 4.03 Assignment for Special Events, Emergencies or Minimum Staffing.

For good and efficient operation of the Department, the Police Chief has the authority to make assignment of work outside the normal schedule for special events, emergencies or to maintain minimum staffing. A "special event" is defined as a law enforcement activity outside the scope of the day-to-day operations of the Department, as defined by the Chief of Police, and includes, but is not limited to, Fourth of July Picnic, and other community events. A "special event" does not include Police Department-initiated events, such as National Night Out.

Emergency is defined as "an unexpected happening or event or an unforeseen situation or crisis that calls for immediate action and requires the Police Chief or Department Head to have employees work overtime." The determination of which shall be in the sole discretion of the chief or the head of the police department.

Section 4.04 Pre-Emption of Chapters 142 and 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code. This Article also supersedes and pre-empts Section 142.0015 (f) and (g).

Article V. Paid Leave

Section 5.01 Disposition of Vacation, Sick Leave and Holiday Time Accrued

Each sworn officer shall have until December 31, 2014 to reduce accrued leave to an amount below the maximum levels specified in Section 5.03 below. Each year thereafter on December 31, each bank in excess of its maximum shall be lowered to the maximum amount allowed.

In the event the employee leaves the employment of the CITY, the employee shall be paid for accrued vacation in accordance with CITY practice up to the maximum accruals in Section 5.03 authorized by this Agreement.

Section 5.02 Annual Accrual of Vacation, Sick Leave and Holiday Time.

- (a) All sworn employees shall accrue sick leave at the rate of 120 hours per year.
- (b) All sworn employees shall accrue 120 hours paid vacation per year not counting any other leave accrued and placed in the employee's consolidated vacation leave bank.
- (c) All sworn employees shall accrue holiday pay when scheduled to work on a recognized holiday. The city recognizes twelve, 8 hour holidays, for a total of no more than 96 hours. Even if an employee is scheduled to work a 12 hour shift on a recognized holiday, that employee still only accrues 8 hours of holiday since they are working a compressed schedule.
- (d) Paid time shall be used to make employees whole in accordance with Sections 4.01 and 4.02 according to the number of hours the employee is assigned to work. The term "day" when related to leave issues has no meaning as far as how "day" is defined other than to refer to the number of hours needed to cover an employees shift, be that 8, 10, or 12 hours. Extra leave, outside of vacation, sick or holiday, such as bereavement shall cover up to allotted number of "days" as "shifts" for any employee per qualifying occurrence regardless of the number of hours the employee is scheduled to work. Employees may not utilize paid time benefits for shifts when they would not have been expected to work.
- (e) If paid holidays are worked, hours normally allowed off in observance of the holiday (typically 8 hours) will be added to the employee's holiday bank in the pay period in which the holiday time is earned.

Section 5.03 Maximum Accrual of Leave.

The maximum amount of leave for each category is as follows:

- (a) Vacation 240 hours.
- (b) Holidays 80 hours. Holiday hours shall convert to vacation on Dec 31 and count toward the 240 hour limit of vacation.
- (c) Sick Leave post-civil service has unlimited accrual but a maximum of 720 hours will be eligible to be paid to the employee upon separation in accordance with TLGC 143.046.

Section 5.04 Premium Holidays.

The city will recognize five (5) Premium Holidays per calendar year in which any employee whose regular shift begins on a Premium Holiday, or picks up a shift to cover scheduled to begin on a Premium Holiday, when otherwise they would have been off, will be paid hourly at a one – and a half hour rate for any hours worked. The five (5) Premium Holidays are as follows:

- (a) Thanksgiving Day
- (b) Christmas Day
- (c) New Years Day
- (d) Memorial Day
- (e) Independence Day

Section 5.05 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article VI. Base Wage Compensation

Section 6.01 Step Pay Plan

See Exhibit A.

Section 6.02 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Section 6.03 Cost of Living (COLA) Adjustments. In addition to the fixed percentage rates established in the Step Plan shown in **Exhibits A-C**, all civil service employees will be eligible to receive, if authorized in the adopted budget beginning October 1, 2013 and for succeeding fiscal years during the life of this agreement, an across-the-board percentage increase in the base step of all classifications equal to the incremental difference between the average step increase from year to year of the Police Officer and Sergeant classification and the COLA awarded to non-civil service employees. If there is no COLA awarded to non-civil service employees, then there shall be no COLA adjustment for Civil Service Employees.

Example: The City Council authorizes a Cost of Living increase for all non-civil service employees of 3%. Calculating the average step increase for Police Officer and Sergeant positions, based off of the previous step plan, and the new step plan comes up with an average step increase of 2.4%. In that case, all steps for all civil service positions would increase by $(3.0\% - 2.4\% = 0.6\%)$ 0.6%. If the average step increase for civil service employees had been greater than 3.0% then there would be no adjustment to the step plans for a COLA component. If there were no COLA for non-civil service employees, there would be no adjustment to the step plan to account for a COLA increase.

Article VII. Other Pay Issues

Section 7.01 Certification Pay.

Those police officers holding TCLEOSE certification at the Intermediate, Advanced and Masters level are eligible to receive annual certification pay once all qualifying paperwork is submitted by the police officer to Chief for approval and is received by Human Resources. The amounts of certification pay are \$600.00, \$900.00 and \$1,200.00 respectively with the amounts being paid bi-weekly beginning on the next full pay period following HR receiving the paperwork as follows:

- (a) Intermediate Certification - \$23.08 per bi-weekly pay period
- (b) Advanced Certification - \$34.62 per bi-weekly pay period
- (c) Masters Certification - \$46.15 per bi-weekly pay period

Section 7.02 Overtime Minimum Pay.

Police officers called to duty to include responding to a court appearance or other departmental requirements outside of their normally scheduled shift without proper notice (72 hours), shall receive two hours of overtime pay or actual time worked, whichever is greater. If the date and time on a subpoena requiring the appearance of an officer is 1 hour or less before the start of the officer's regularly scheduled shift or work day, the officer will be paid for only the time actually worked. If the date and time on the subpoena requiring the appearance of the officer is 1 hour or less after the end of the officer's regularly scheduled shift or work day, the officer will be paid for only the time actually worked.

EXAMPLE: Call Back

An officer has ended their shift at 6:00 PM and left the station. The officer is called back to duty on their way home due to a particular crime being committed, works an hour on scene and is released. This would trigger the minimum two hour overtime payment and not count as continuation.

EXAMPLE: Continuation

An officer's shift ends at 6:00 PM and at 5:59 PM an accident occurs that requires this officer to report to the scene of the accident. The officer is released from the scene after working for an hour. This would be considered a continuation of the officer's shift and only generate one hour of time worked rather than triggering a two hour minimum.

EXAMPLE: Continuation after shift for meetings

An officer's shift ends at 6:00 AM and an emergency meeting is called by the Chief to begin at 6:00 AM and lasts for one hour. This would be considered a continuation of the officer's shift and only generate one hour of time worked rather than triggering a two hour minimum. Likewise if the meeting occurred at 6:00 PM, the officers scheduled to end their regular shift at 6:00 PM who were required to attend late generate an hour of time worked to attend the one hour meeting. Any officer not scheduled to work that day and who was required to attend would be eligible for the two hour minimum for overtime.

EXAMPLE: Continuation before shift for meetings

An officer's shift begins at 6:00 AM and a meeting is called by the Chief to begin at 5:00 AM and lasts for one hour. This would be considered a continuation of the officer's shift and only generate one hour of time worked rather than triggering a two hour minimum. Likewise if the meeting occurred at 5:00 PM, the officers scheduled to begin their regular shift at 6:00 PM who were required to come early would generate a single hour of time worked to attend the one hour meeting. Any officer not scheduled to work that day and was required to attend would be eligible for the two hour minimum for overtime.

EXAMPLE: Court Subpoenas

If the subpoena is scheduled for an officer's regular scheduled work day the officer will be paid in accordance with 7.02. If the subpoena is scheduled for an officer's regular scheduled day off the officer shall receive two hours of overtime pay or actual time worked, whichever is greater.

Section 7.03 Shift Differential Pay.

Each non-probationary Officer who reports to work for his regularly scheduled shift which begins between the hours of 4:00 P.M. (on or after) and 12:00 midnight shall receive shift differential pay of \$35 per pay period. Officer's must be scheduled to work at least half of the regularly scheduled shifts (40 hours or more) in the pay period, which shifts must commence between 4:00 P.M. (on or after) and 12:00 midnight, to be eligible for the shift differential pay for that pay period.

Section 7.04 Bi-lingual Pay.

Police officers proficient in Spanish or sign language shall be eligible to receive \$75.00 per pay period for demonstrated proficiency by passing an examination for the communication skill. This benefit is not cumulative and will only be paid for one demonstrated proficiency. The place, time and criteria for passing the exam will be established by the Civil Service Director. Any direct cost of the Test will be borne by the employee. A one time reimbursement will be made to the employee upon achievement of a passing score on the test.

Section 7.05 Stand-By Pay.

Stand-by Pay is instituted to provide 24-hour coverage by various units and to provide compensation to civil service employees providing such coverage in accordance with this section. Civil service employees identified by the Chief that are scheduled on stand-by (assigned in writing by a superior for a fixed period of time) will receive two hours of regular pay per day for each day of stand-by duty whether called out or not.

If called out, the officer receives appropriate pay in addition to the two hours of stand by pay, equal to the time actually served in accordance with Sect 7.02 above.

Section 7.06 Longevity Pay.

Civil service employees shall be entitled to the same annual longevity benefit as that granted to non-civil service employees each year for the duration of this Agreement. The CITY agrees that it will begin to calculate longevity pay on a monthly basis, after an employee finishes their first full year of employment, and will pay out longevity according to current city policy.

Section 7.07 FTO Pay.

Civil service employees who are appointed by the Chief of Police to serve as Field Training Officers shall receive \$40 per day spent training.

Section 7.08 Education Certification pay

Civil Service employees shall receive an education Certification Pay based upon the highest achieved college degree according to the following:

- (a) Bachelor's Degree - \$57.69 per pay period
- (b) Master's Degree - \$69.23 per pay period

Section 7.08 of this agreement shall not go into effect until October 1, 2015, the final budget year of this contract.

Section 7.09 Captain Reclassification

Once the position of Lieutenant is funded by council and filled, the classification of Captain shall be deemed an exempt salaried employee and shall not earn or accumulate overtime. A flex time policy will be put in place for all salaried city employees, under which the Captain will enjoy flex time to accommodate the needs of the position. The position of Captain still enjoys the rights under Civil Service, except as amended by this agreement. If the Lieutenant position is defunded or otherwise removed by Council, Captain shall automatically revert to an hourly position until such Lieutenant position should be restored.

Section 7.10 Pre-emption of Chapters 142 and 143.

To the extent that any of these provisions differ from Chapters 142 and 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article VIII. Disciplinary Suspensions and Appeals

Section 8.01 Disciplinary Suspensions

(a) In the original written statement and charges filed with the Civil Service Commission pursuant to Texas Local Government Code Section 143.052, and in any appeal hearing conducted regarding such disciplinary suspension, the Chief of Police may not complain of an act that occurred earlier than the 180th day preceding the date the Chief suspends the officer.

(b) It is an exception to the previous paragraph that the act is allegedly related to criminal activity including the violation of a federal, state, or local law for which the police officer is subject to a criminal penalty other than fine only, or if the alleged act(s) pertain to the commission of Class C misdemeanor offenses involving crimes of Moral turpitude such as Public Lewdness, Indecent Exposure, or Theft under \$50.00, in which case the Chief of Police may not complain of an act that is discovered earlier than the 365th day preceding the date the Chief suspends the officer.

(c) If a complaint is related to alleged criminal activity, the Chief of Police must specifically allege that the complained of act is related to the commission of an offense, point out the elements of the offense constituting the alleged criminal activity in the written statement, and identify the particular statute of federal, state or local criminal law the accused officer allegedly violated.

(d) If the criteria in the above Paragraph (c) are not met, then the Civil Service Commission or hearing examiner shall promptly reinstate the suspended officer.

Section 8.02 At-Will Status of Probationary Employees. Notwithstanding any provision or definition contained herein to the contrary, nothing in this Agreement shall be construed to change the at-will status of employees who are on probation pursuant to Section 143.027, Texas Local Government Code, the Rules, and this Agreement.

Section 8.03 Pre-emption of Chapter 143

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article IX. 2016 Meet and Confer Schedule

Section 09.01 Meet and Confer Schedule.

Ad hoc meetings between CITY representatives and representatives of KPA for reasons of clarification of the existing contract or discussion of new issues that may be of interest to both parties, notwithstanding, representatives of the Kyle Police Association and the CITY shall begin the “Meet and Confer” process for Fiscal Year FY 2016-17 by January 31, 2016.

Article X. Non-appropriation

Section 10.01 Non-Appropriation

During the budget preparation process, if it appears that sufficient funds may not be available to fulfill the requirements of the Agreement, the KPA will be notified with sufficient advanced notice to allow for re-negotiation of parts of the Agreement affecting the financial obligations of the CITY.

Good faith efforts will be made to re-negotiate the terms of the Agreement that are in the interest of the financial well being of the CITY. If the CITY and the Association cannot reach an agreement then the contract will become null and void as of the last day of the fiscal year immediately preceding the year for which funds have not been appropriated.

Article XI. Notice and Negotiation of Amendments

Section 11.01 Amendments

If either the CITY or the ASSOCIATION desires to engage in negotiation for an amendment to the current agreement, then either shall give the other party written notice of its desire to negotiate for an amendment to the current agreement. If either party declines to renegotiate an amendment to the current agreement then no negotiation shall take place and the agreement shall remain in effect and unchanged until the expiration of the current agreement or a successor agreement is ratified by both the CITY and the ASSOCIATION.

ARTICLE XII. Contract Interpretation Dispute Resolution Procedure

Section 12.01. Scope of Procedure

The City and 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 exclusive 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. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

Section 12.02. Application of Procedure

- (a) 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 or designee. An Officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Grievance Committee, and must also be signed by the Association President.
- (b) Each grievance shall be written and state:
 - a. a brief statement of the dispute and the factual basis for the dispute;
 - b. identify the applicable sections of this Agreement alleged to have been violated;
 - c. identify the specific remedy or adjustment sought; and,
 - d. be signed by the aggrieved Officer, or if filed by the Association, the Association President or Grievance Committee Chairman.
- (c) 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 thirty (30) calendar days of the date when the employee knew or reasonably should have known of the claim.
- (d) Disputes by the Association or an aggrieved Officer must proceed following these steps:
 - a. An aggrieved Officer must submit his grievance to the Association Grievance Committee within fifteen (15) calendar days of the date upon which the Officer knew of, or should have known of, the facts giving rise to the dispute the basis of the grievance.
 - i. A complete copy of the grievance shall be forwarded to the Chief within three (3) calendar days of the submission to the Committee.

- ii. The Association Grievance Committee shall meet within fourteen (14) calendar days of receipt of the grievance and determine whether a meritorious grievance exists.
 - iii. If the Grievance Committee determines that no meritorious grievance exists, it shall notify the Chief within three (3) calendar days of such determination and that no further proceedings will be necessary.
 - iv. If the Grievance Committee determines that a meritorious grievance exists, it shall proceed to submit the grievance to the Chief within five (5) calendar days of the date of the Committee determination.
- b. The Chief may require by policy for submission of contract disputes within the chain of command, but shall determine the matter within thirty (30) calendar days of its receipt from the Association. The Chief shall make his or her determination in writing.
- c. If the grievance is not resolved in (12.02(d)b. above), the Association Grievance Committee may advance the grievance by submitting the written grievance to the City Manager or his designee within ten (10) business days of receipt of the Chief determination.
 - i. The City Manager or his designee shall review the grievance and render a decision in writing to the Association Grievance Committee within ten (10) business days of receipt of the grievance.
- d. Either Party shall have the right to seek mediation of the dispute by requesting same within ten (10) business days from the date of delivery of the City Manager's or his designee's decision.
 - i. The mediation shall proceed before a mutually agreed mediator or a mediator from the Federal Mediation and Conciliation Service. Each party shall be responsible for its own expenses in preparing for and representing itself at mediation, but the fees of the mediator shall be borne equally by the parties.
 - ii. If the representatives have not been successful in resolving the issue within sixty (60) calendar days, the matter may proceed to arbitration if agreed in writing by both the City and the Association.
 - iii. If arbitration is not mutually agreed to in writing by both the City and the Association, the matter may proceed as provided for under section 142.064(c) of the Texas Local Government Code.

Section 12.03. Arbitration

If arbitration is mutually agreed to in writing by the City and the Association, the Parties agree that either, or both, can request a list of seven (7) arbitrators from the American Arbitration Association within seven (7) calendar days of mediation, and once received, the Parties shall strike names from the list until a single name remains. That person shall be appointed arbitrator

for the dispute unless the arbitrator fails or is unable to hear the matter in which case a new list will be requested and the process repeated. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association.

The hearing shall be held in available facilities of the City of Kyle and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) timely submitted in the dispute statement or by written agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) calendar days after close of the hearing.

Section 12.04. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. If the City agrees to arbitration, any finding or ruling of the arbitrator on any legal issues which are determinative in the dispute are subject to judicial review. The arbitrator shall not have authority to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues timely submitted in the grievance as originally submitted in 12.02(d) and shall confine his decision to the interpretation of this 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 fees of the arbitrator shall be borne equally by the Parties. 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, collusion, or unlawful means, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 12.05. Mutual Extension

All deadlines within this article may be waived or extended by written mutual agreement by the Parties. Failure to adhere to the time limit in 12.02(d) shall result in the matter being considered satisfied and no further action shall be taken. If the last day of a time period herein falls on a Saturday, Sunday or City holiday, the time period will be extended to the next business day.

Approved:

Kyle Police Association:

Tim Griffith, President

Date

City of Kyle:

Lanny Lambert
City Manager

Date

ATTEST:

Amelia Sanchez
City Secretary

Exhibit A
Civil Service Step Plan
Effective 10-01-2013