

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF SAN ANGELO
AND
SAN ANGELO COALITION OF POLICE

October 1, 2014

THROUGH

September 30, 2017

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This Agreement is to be effective for the period of October 1, 2014 through September 30, 2017, and is entered into in Tom Green County, Texas by and between the **San Angelo Coalition of Police**, whose address is P. O. Box 804, San Angelo, Texas 76902, and the **City of San Angelo, Texas**, a Texas home rule municipal corporation, whose address is 72 W. College, San Angelo, Texas 76903. The parties agree as follows:

ARTICLE I. DEFINITIONS OF TERMS, ABBREVIATIONS, AND ACRONYMS

The following terms, abbreviations, and acronyms shall have the meanings stated below whenever referenced or used throughout this document:

Agreement shall mean the Meet and Confer Agreement for the period of October 1, 2014 through September 30, 2017.

Break in Service shall mean the event which occurs when an officer resigns from their position with the SAPD, retires from the SAPD, or is indefinitely suspended from the SAPD and the indefinite suspension is upheld pursuant to the appeal process or the timeframe for appeal has expired and no appeal is filed. A temporary suspension does not create a break in service.

City shall mean the City of San Angelo, Texas.

Civil Service Act shall mean the Municipal Civil Service for Firefighters and Police Officers Act, as set out in Chapter 143 of the Texas Local Government Code.

Continuous Service shall mean years, months, and days of service with the SAPD that have elapsed since the date of an officer's commission with the SAPD without a break in service.

M & C shall mean meet and confer as set out in Chapter 142 of the Texas Local Government Code.

Police officer and **officer** shall mean a member of the San Angelo Police Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code or with the provisions of the Meet and Confer Agreement if hired on or after February 1, 2008.

SACOP shall mean the San Angelo Coalition of Police.

SAPD shall mean the San Angelo Police Department.

Seniority shall mean years, months, and days of service with the SAPD that have elapsed since the date of an officer's commission with the SAPD. Unless provided otherwise in this Agreement, in determining seniority, temporary suspension days will

be subtracted from an officer's length of service, and that deduction may be used to break what otherwise might be a tie on a promotion exam score or other purpose for which seniority is used by the SAPD.

TCOLE shall mean the Texas Commission on Law Enforcement.

TLGC shall mean the Texas Local Government Code.

ARTICLE II. RECOGNITION

Section 1. M & C Agent Recognized.

The City recognizes the SACOP as the sole and exclusive M & C agent for all covered police officers, pursuant to Section 142.053 of the TLGC.

Section 2. Officers Excepted.

The parties agree that police officers, as defined in Section 142.052 of the TLGC, are properly included as M & C unit employees for purposes of meet and confer under Chapter 142, TLGC, except as listed below. The following police officers, as defined under Section 142.052 of the TLGC, are excluded from meet and confer:

(a) Chief of Police of the SAPD and City Marshal;

(b) Assistant Chiefs of the SAPD, who are excluded under Section 142.058(b) of TLGC; and

(c) All police officers within the Airport and the City Marshal's department, who have unanimously requested to be excluded from the terms of this Agreement.

Section 3. Release of Liability.

(a) Upon the execution of individual "Release of Liability" agreements (the required form of which is attached hereto as Appendix # 1) and delivery to SACOP by every affected employee in the Airport and City Marshal department, the parties agree that all issues concerning wages, salaries, rates of pay, hours of work, or other terms and conditions of employment for the employees in those two departments shall not be covered by the terms of this Agreement. Thereafter, the City shall retain the right to determine such issues exclusively for those employees for the term of this Agreement. In the event that any individual employee of the Airport or City Marshal fails to execute a Release of Liability Agreement within thirty (30) days of ratification of this Agreement by covered police employees, the employees of the respective department(s) shall be covered by all terms of this Agreement. Copies of the "Release of Liability" agreements will be provided to the City's Human Resources Department.

(b) The City will also require each newly-hired officer in the Airport and City Marshal department to execute a "Release of Liability" agreement as a condition of employment, which shall be delivered to SACOP, with a copy maintained by the City's Human Resources Department.

Section 4. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE III. HIRING PROCESS

Section 1. Applicability.

This Article applies only to police officer applicants and police officers of the SAPD.

Section 2. Applicants (Non-Certified).

- (a) Application with City:
 - 1. Applications pre-screened for immediate disqualifiers as determined by the Department that would eliminate applicant for employment (pass/fail).
 - 2. Qualifying applicants proceed to the Civil Service Exam.

- (b) Civil Service Exam:
 - 1. Applicants are required to take a written test which is graded with a numerical score.
 - 2. A minimum score of 70 (without military points) is required in order to pass the exam.

- (c) Physical Agility Test:
 - 1. Pass/fail.

- (d) Panel Screening Interview:
 - 1. Panel screening interview will be held in compliance with Department policy.

- (e) Background Process and Personal History Statement (PHS):
 - 1. Those applicants who are ranked "excellent" or "good" in panel interview (d) above proceed to the background process.
 - 2. Those ranked "poor" are dropped from consideration.
 - 3. "Excellent" candidates will proceed into background first.

4. "Good" candidates may proceed to background if necessary to create an adequate pool for the oral board. The order is based on ranking from the panel screening interview results.

(f) Oral Board Selection Process:

1. Candidates who pass background with "excellent" rating are interviewed.

2. Each interviewer will score the applicant based on:

- Their responses to each standardized question.
- The sum of the scores will be turned in for tally.
- The highest and lowest scores will be discarded and the final sum of remaining scores will be used for a pass/fail.

3. All applicants who "pass" will be ranked after all applicants are interviewed and the final selections are made based on the number of open positions.

4. Conditional offers of employment are made and the hiring order will be based on the score of the civil service exam.

Section 3. Previously Commissioned Officers or Lateral Transfers.

(a) Application with City:

1. Applications pre-screened for anything that would eliminate applicant for employment (pass/fail).

(b) Physical Agility Test:

1. Pass/fail.

(c) Panel Screening Interview:

1. Panel screening interview will be held in compliance with Department policy.

(d) Background Process and Personal History Statement (PHS):

1. Those applicants who are ranked "excellent" or "good" in panel interview (c) above proceed to the background process.

2. Those ranked "poor" are dropped from consideration.

3. "Excellent" candidates will proceed into background first.

4. "Good" candidates may proceed to background if necessary to create an adequate pool for the oral board. The order is based on ranking from the panel screening interview results.

(e) Oral Board Selection Process:

1. Candidates who pass background with "excellent" rating are interviewed.

2. Each interviewer will score the applicant based on:

- Their responses to each standardized question.
- The sum of the scores will be turned in for tally.

- The highest and lowest scores will be discarded and the final sum of remaining scores will be used for a pass/fail.
3. All applicants who “pass” will be ranked after all applicants are interviewed and the final selections are made based on the number of open positions.

Section 4. Compensation for Experienced Entry-Level Police Officers.

(a) Newly hired TCOLE-certified police officers, who have prior law enforcement experience in a recognized law enforcement agency, will receive entry level base compensation equal to that officer's time in continuous service with that officer's last employing agency, not to exceed ten (10) years. However, if such an officer has immediate consecutive service with more than one recognized law enforcement agency, the Chief may determine to pay base level compensation equal to the total combined continuous service, not to exceed ten (10) years.

(b) Nothing in this Article allows for use of prior service with another law enforcement agency for purposes of seniority, longevity, or promotions.

Section 5. Sign-On Bonus.

(a) Police officers who are already certified as peace officers by TCOLE at the time they are hired by the San Angelo Police Department for full time employment will be offered a sign-on bonus to be paid as follows:

- \$4,000 payable within 10 days of date of hire;
- \$1,500 on the first anniversary of the date of hire;
- \$1,500 on the second anniversary of the date of hire;
- \$1,500 on the third anniversary of the date of hire;
- \$1,500 on the fourth anniversary of the date of hire for a total of \$10,000 as of the fourth anniversary of the date of hire.

(b) Any police officer TCOLE certified at the time of hire by the SAPD as a full time employee, who receives any of the sign-on bonus payments specified in (a) above and who thereafter resigns prior to the fourth anniversary of the date of hire, must reimburse the City in full the amount of all such sign-on bonus paid as of the date of resignation unless such resignation is in lieu of termination. In the event of termination, the bonus does not have to be reimbursed to the City.

(c) Eligibility for the sign-on bonus shall be limited to certified peace officers who are not currently employed by the City of San Angelo and who, if previously employed by the City of San Angelo, have been separated from the organization for one (1) year or more. Additionally, no individual shall be eligible for more than one sign-on bonus.

Section 6. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.021, 143.022, 143.023, 143.024, 143.025, and 143.026, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE IV. ADDITIONAL VACATION DAYS FOR PERFORMANCE

Section 1. Applicability.

This Article applies to police officers of the SAPD, including only the ranks of Police Officer, Sergeant, and Lieutenant.

Section 2. Rationale.

Non-Civil Service City employees currently receive an annual performance evaluation that designates an overall "Exceeds," "Meets," or "Below Expectations" rating that is tied directly to the employee's annual pay increase. The Pay for Performance system is meant to reward employees who go "above and beyond," lead by example, and set the standard for their co-workers. In order to maintain a similar system within the SAPD, additional vacation days for performance which "Exceeds Expectations" will continue to be granted to Police Officers, Sergeants, and Lieutenants who receive such "Exceeds Expectations" performance evaluations.

Section 3. Evaluation Form.

The non-exempt performance evaluation form prescribed and in use by the City will be used by the SAPD for the annual performance evaluations conducted during the term of this Agreement.

Section 4. Incentive.

The employee's base pay is not tied to his or her overall performance evaluation. Rather, employees with an overall rating of "Exceeds Expectations" ("EE") are eligible for a one-time additional accrual of twenty (20) vacation hours. Twenty vacation hours is equivalent to a half a week's work. Twenty vacation hours is roughly equivalent to 1% of base pay – consistent with the differential currently granted non-Civil Service employees with an "EE" evaluation rating.

Section 5. Process.

(a) At the time of the annual performance evaluation meeting, the supervisor shall review the entire document with the employee and communicate the employee's overall performance rating as "Below Expectations," "Meets Expectations," or "Exceeds Expectations." That overall rating shall be based on the supervisor's overall impression of the employee's performance. Both the employee and supervisor should initial each page, as well as sign the last page of the document. A copy of the evaluation shall be given to the employee.

(b) Supervisors considering an overall "Below Expectations" evaluation for an employee should discuss that evaluation up the chain of command, then with Human Resources, prior to reviewing the evaluation with the employee. Those employees who do receive an overall "Below Expectations" shall be formally re-evaluated after a period of six months (October 1 -April 1). If performance has improved at that time, the employee will be eligible for the "Meets Expectations" evaluation effective April 1 of the following year.

Section 6. Intra-Department Transfers.

Police officers often transfer to other shifts or assignments during the course of the year. In order to include all portions of the rating year in the evaluation period, regardless of the number of supervisors, the following performance evaluation procedure for officers who transfer within the year will be utilized: Immediately prior to transfer of an officer, the officer's supervisor shall complete an abbreviated version of the performance evaluation form, which will then be included/considered in the annual evaluation.

Section 7. Appeal/Review.

(a) Performance Evaluations are appealable through the following informal process. The officer may submit a written response to his or her evaluation, indicating the specific aspects of the evaluation that the officer feels are incorrect and specifying what overall rating the officer believes should have been given. The officer may appeal the action only if he or she believes the overall rating to be unfair. The written response will then be reviewed by the officer's chain of command, with written input by each including at least an indication of "concur" with a brief explanation or "do not concur" with a brief explanation. This will then be presented to the Chief, whose decision is final.

(b) This process does not prevent a supervisor from changing portions of the evaluation following the initial discussion with the officer. Such changes can and do occur through the normal course of communicating the evaluation with the officer.

Section 8. Carryover.

Each officer who receives an "Exceeds Expectations" evaluation with the additional accrual of twenty (20) vacation hours may carryover a balance of 260 vacation hours to the next calendar year but must use those hours before July 1st of that calendar year.

Section 9. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.046 and 143.082, and Section 142.0013(c) of the TLGC, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapters 142 or 143, TLGC, or any other civil service provision or statute.

ARTICLE V. PROMOTIONS

Section 1. Applicability.

This Article applies only to the SAPD positions of Sergeant and Lieutenant.

Section 2. Promotional Procedure for Ranks of Sergeant and Lieutenant.

(a) Only those officers who have five (5) or more years of continuous service with the SAPD immediately following the date of their commission are eligible to test for the promotion to Sergeant. In the event of a break in service after meeting the five (5) year continuous service requirement, an officer must have two (2) or more years of service immediately preceding the examination.

(b) Positions in the ranks of Sergeant and Lieutenant shall be filled from an eligibility list created by a promotional procedure consisting of a written examination (40% of total) and an Assessment Center (60% of total), conducted in accordance with this Article.

(c) If at the time a written promotional examination for the rank of Sergeant or Lieutenant is administered, there exists more vacant positions for the examined rank with SAPD, than there are candidates who have passed the written promotional examination with a score of seventy percent (70%) or higher, exclusive of seniority points, then there shall be no assessment center administered. The written examination shall be the only test administered and the passing candidates of the written promotional examination shall be promoted to the new rank.

(d) Candidates eligible to be promoted to the rank of Sergeant or Lieutenant, who have not participated in an assessment center, will be ranked in seniority by the raw score of the written examination.

Section 3. Assessment Center Process for Promotion to the Ranks of Sergeant and Lieutenant.

Officers who pass the Sergeant's or Lieutenant's written promotional examination with a score of seventy percent (70%) or higher, exclusive of seniority points, and who occupy the first ten (10) positions on the eligibility list will proceed to the next step of the examination process, which is an Assessment Center. In the event of a tie at the tenth position, the tied officers will be allowed to proceed to the Assessment Center.

Prior to the written test being administered, the Chief shall establish assessment criteria, based on job content and responsibility. The Civil Service Director will generate a list of consultants and will review that list with the Chief, who will approve the list, allowing for input from the Association.

The Consultant will confer with both the Chief and Civil Service Director on the needs or issues affecting the design of the Assessment Center. Any input from the Association will be in writing and made available to the Chief and Civil Service Director. The Consultant shall make all final decisions concerning the design and implementation of the Assessment Center.

The Consultant will design the Assessment Center from among the following exercises:

- In-Basket
- Problem Solving/Analysis
- Written and Oral Resumes/Structured Interviews
- Role-Playing
- Memo/Report Writing
- Oral Presentation/Plan Preparation
- Staff Meeting
- Special Event/Operations, or
- Any other exercise the consultant recommends.

The Consultant is not required to utilize all of the listed exercises, but may select or combine them as they are best suited for the particular rank.

The Consultant also selects the assessors, who shall meet the following criteria:

- (a) Active duty, sworn officers of similar rank to the promotion, or above, from cities with a population equal to or greater than San Angelo's;
- (b) Shall not reside in San Angelo;
- (c) Shall not be related to any candidates for promotion;
- (d) Shall not be known to, beyond mere acquaintance, any candidates for promotion;

(e) Shall have two (2) years of experience in the promoted or equivalent rank;
and

(f) Shall not be a current or former employee of the City of San Angelo.

Assessors shall be trained in the methods to be used in administering the test. The Civil Service Director shall conduct an orientation for candidates prior to administering the Assessment Center. Candidates will be allowed to attend these orientation sessions while on duty.

Assessors will receive a copy of the candidates' civil service file.

Candidates who successfully advance to the assessment center portion of the promotional process will provide a personal portfolio to the Human Resources Director no later than one week prior to the start of the assessment center. This portfolio will be used by the assessors while evaluating each candidate.

The portfolio may include: transcripts, bi-lingual status, commendations received, specific division assignments, letters from the public and a summary of their career written by the candidates or anything else the candidate deems applicable.

The assessors will evaluate the candidates, awarding up to one hundred (100) points to each. The assessment sessions will be videotaped, and candidates may review their own session pursuant to procedures established by the Civil Service Director, provided that each is given up to four (4) hours to review his or her tape. Examination reviews will be conducted on the officer's off-duty time. Nothing in the assessment center process may be appealed either to the Civil Service Commission, hearing examiner, or the District Court.

Section 4. Promotion Eligibility List Formula for Sergeant and Lieutenant.

After the Assessment Center scoring has been completed for the rank of Sergeant or Lieutenant, the eligibility list shall be calculated as follows:

<u>Written examination points:</u>		<u>Assessment Center:</u>	
Maximum exam points	100	Assessment Center points	100
Maximum seniority points	<u>+10*</u>		
Total maximum points:	110	Total maximum points:	100

***Seniority points:** Each officer shall be entitled to a maximum of ten (10) seniority points, to be added to a passing written exam score, equivalent to one (1) point per year of service.

(Written examination points + seniority points) / 110 x 100 x .40 adjustment factor
+
(Assessment Center Points) x 100 x .60 adjustment factor
=
Total points for promotion list**

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.

Section 5. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.028, 143.029, 143.031, 143.032, 143.033, 143.034, and 143.035, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE VI. COMPENSATION

Section 1. Applicability.

This Article applies to the SAPD, including only the ranks of Police Officer, Sergeant, and Lieutenant.

Section 2. Compensation.

(a) The City shall adopt a Civil Service Grade and Step Compensation Plan (the "Plan") as set out in the attached Appendix II which will provide for salary increases effective October 1, 2014, that are calculated to adjust SAPD officers' salaries to a level of 88.5% of the average midpoint salary level of the 13 selected comparable cities based on a "market midpoint comparison" approach. Thereafter, salary increases for year two and three of this agreement will be established by the same approach. A market salary comparison will be established annually based on the midpoint average police officer, sergeant and lieutenant pay ranges of the following 13 selected comparable cities in Texas: Abilene, Beaumont, Brownsville, Denton, Killeen, Lewisville, Lubbock, Midland, Odessa, Temple, Tyler, Waco and Wichita Falls.

(b) The parties agree that pursuant to the methodology explained in items (d) and (e), the City shall adjust police officers pay on October 1, 2015 to bring police officers pay to 91.75% of the midpoint average total of the 13 other cities as of the date of the annual index described below. The City shall then adopt a new Civil Service Grade and Step Compensation Plan on October 1, 2015 that is the result of adjusting salary steps to the new higher level.

(c) The parties agree that pursuant to the methodology explained in items (d) and (e), the City shall adjust police officers pay on October 1, 2016 to bring police officers pay to 95% of the midpoint average total of the 13 other cities as of the date of the annual index described below. The City shall then adopt a new Civil Service Grade and Step Compensation Plan on October 1, 2016 that is the result of adjusting salary steps to the new higher level.

(d) The midpoint average of the 13 cities shall be calculated as follows:

1. The applicable pay levels to be used for Police Officer include all steps and ranks below the level of a first line supervisor, i.e. Senior Police Officer, Master Police Officer or Corporal, etc. The midpoint average will be determined for each of the 13 cities by adding the minimum pay plan step (for a Police Officer who is no longer on probationary status) with the maximum step of officers in each respective city and dividing by two (2). The midpoint average of each of the 13 cities will then be added together and divided by 13 to produce the midpoint average benchmark to be compared to San Angelo police officer pay. This same process will be completed for Sergeant and Lieutenant ranks.

The surveyed amount will include the maximum base salary paid during the year, i.e. if there is an increase at the mid-year, the higher amount paid after the increase would be used for the entire year. All surveyed data assumes that an employee meets or exceeds the requirements for merit increases and advancements.

2. The midpoint average amount of the 13 cities will be compared to San Angelo Police Officer, grade 27, step 7; to Sergeant, grade 29, step 5; and to Lieutenant, grade 30, step 5 of the San Angelo Police Officer Civil Service Grade and Step Compensation Plan. An across the board percentage increase will be applied to each step. All steps in grade 27 will receive the same percentage increase, all steps in grade 29 will receive the same percentage increase, and all steps in grade 30 will receive the same percentage increase as they compare to the midpoint averages of the 13 surveyed cities.

On October 1, 2015 if grade 27 step 7, grade 29 step 5 or grade 30 step 5 are less than 91.75% of the midpoint average for their corresponding jobs in the 13 survey cities, the following formula will be calculated to determine the step increases for each grade.

91.75% of the midpoint average of the 13 cities for each rank is used to determine the difference. Divide this difference by the midpoint step from each of the San Angelo ranks (i.e. grade 27, step 7; grade 29 step 5 and grade 30 step 5). This percentage determines the rate of increase to the steps for each grade.

On October 1, 2016 if grade 27 step 7, grade 29 step 5 or grade 30 step 5 are less than 95% of the midpoint average for their corresponding jobs in the 13 survey cities, the following formula will be calculated to determine the step increases for each grade.

95% of the midpoint average of the 13 cities for each rank is used to determine the difference. Divide this difference by the midpoint step from each of the San Angelo ranks (i.e. grade 27, step 7; grade 29 step 5 and grade 30 step 5). This percentage determines the rate of increase to the steps for each grade.

(e) The City and SACOP shall agree upon the annual index of the 13 comparable cities and complete the index no later than April 15. If no agreement is reached by April 15, the parties shall mutually agree on an outside consulting firm to calculate the index. If no agreement is reached by April 25 on retaining a consultant firm, the parties agree to retain PolicePay.net to complete the index by May 30. The parties shall equally share in the costs of the calculation index.

(f) Notwithstanding the above formula, the parties agree to place a cap on the percentage increase that the City will pay on October 1, 2015 and October 1, 2016.

On October 1, 2015, the formula for calculating the cap is as follows: The lesser of the midpoint average or 102.5% of the 2014 midpoint average multiplied by 91.75%. Under no circumstances will the pay of police officers be reduced as a result of this indexing.

On October 1, 2016, the formula for calculating the cap is as follows: The lesser of the midpoint average or 102.5% of the amount used in the previous year to create the pay scale in that year, multiplied by 95%. Under no circumstances will the pay of police officers be reduced as a result of this indexing.

In the event that the formulas above create an overlap of the pay plan grades, the parties will enter discussion to remedy the overlap with a memorandum of understanding.

Additionally, the parties agree that on the date immediately following the increase in salary received by police officers for year one of this agreement, police officers will remain in the same civil service grade and step of the compensation plan for the duration of the agreement. Further, it is intended that police officers receive an annual increase in salary for year two and three of the agreement pursuant to the aforementioned agreement language, however, police officers will not be placed in a higher tenure pay step until after the expiration of this agreement. The positions of Recruit and Probationary Officer will receive salary increases until placed in grade 27, step 1 upon completion of their probationary period, and then those police officers will remain in the civil service grade and step of the compensation plan for the duration of the agreement.

(g) Both parties recognize that the intent of the wage index is to place police officers in the average of the range of police officers employed in comparable cities by utilizing the "market comparison" approach. Both parties also recognize that there are factors that could impact the City's ability to do so beyond the terms of this agreement. Therefore, the parties agree to bargain in good faith during the last year of this

agreement to determine whether the goal of paying the officers at the average range is still achievable within the City's financial plan. The index shall be calculated pursuant to this article for the average of the 13 cities by May 30, 2017 for the purposes of educating the parties during the negotiations, unless the parties agree in writing to defer the calculation.

Section 3. Funding Obligations.

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City of San Angelo cannot meet its funding obligations as provided in the State Constitution, this entire Agreement becomes null and void.

Section 4. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Section 143.041(b), or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE VII. PHYSICAL FITNESS PROGRAM

Section 1. Purpose.

The purpose of this article is to provide for the design and implementation of a police department physical fitness program to promote a healthier, more active lifestyle for police department civil service employees, thus decreasing the risk of injury and health problems.

Section 2. Policy.

The objectives of this policy are to create a departmental focus on fitness, good health and nutrition; support and assist officers in the maintenance of good health and fitness; and to provide for annual measurable fitness assessment testing intended to allow for growth and improvement.

Section 3. Definitions.

Health & Nutrition Class: Class designed to encourage employees to follow an exercise or training program and practice good dietary habits throughout their career.

Evaluators: Full-time Training Academy Staff and/or approved adjunct fitness trainers (adjunct fitness trainers are approved by the Training Division Commander.)

Physical Fitness Coordinator: An existing Full time Police Officer, who shall be a trained and certified Fitness Coordinator, assigned by the Chief of Police, to coordinate the Physical Fitness Program. The Physical Fitness Coordinator shall have attended training and attained certification as a Fitness Coordinator from one of the following courses;

FitForce Fitness Coordinator Course

Cooper Institute for Aerobics Research Fitness Specialist

ACSM Fitness Instructor

National Strength and Conditioning Association Certified Strength and Conditioning Specialist

The Physical Fitness Coordinator's duties shall include administering Health and Nutrition Training and assisting Officers (upon request) to reach program fitness levels by tailoring individual Health and Fitness strategies including prescribing proper exercise regiments and providing nutritional guidelines based on an individual's current level of fitness.

Section 4. Joint Committee on Physical Fitness.

SACOP and the Chief of Police shall form a Joint Committee on Physical Fitness within 30 days of the execution of this Agreement. The Chief and SACOP shall each select two members for the Committee which shall meet once a month, or by mutual agreement, to research, study and establish guidelines for the implementation of a physical fitness program by the Chief of Police for the department. One member of the City Human Resources staff shall act as an advisor to the Committee in order to ensure validity of the Physical Fitness Program. Committee established guidelines may include establishing opportunities and identifying logistical matters to facilitate participation in the program.

In the event the Committee should reach an impasse, the Parties will submit the disputed issues to mediation before a mutually selected mediator within thirty (30) days. In the event that mediation fails to resolve the impasse, the Chief of Police and SACOP shall each designate one representative for a panel determination of any remaining disputed issues. Those two representatives shall select one neutral panel member. The three (3) person panel shall convene within thirty (30) days after the conclusion of mediation to finally resolve the disputed issues. A meeting or hearing shall be established as necessary. The panel shall prepare a written decision on any issues and

forward the final results to the Chief of Police and SACOP. On or after October 1, 2015, with the agreement of SACOP, the Chief of Police is authorized to implement a physical fitness assessment program in accordance with the final recommendations of the Joint Committee on Physical Fitness including policies regarding deferments, for members of the department as recommended by the Committee, or resulting from mediation or panel decision.

The City and SACOP agree to the following procedures which shall not be subject to any impasse procedure and it is further agreed that the Committee shall incorporate these procedures into any established guidelines:

(a). The Physical Fitness Coordinator shall conduct Health & Nutrition Class training and provide for the scheduling of this training so participants shall attend while on duty at regular pay. Civil Service employees are required to participate in the program and will attend a Health & Nutrition Class as established.

(b). Physical fitness assessment testing will be coordinated by the Police Department Physical Fitness Coordinator and administered only by the Physical Fitness Coordinator or an Evaluator as defined herein who has been instructed by the Physical Fitness Coordinator in proper assessment testing procedures. The physical fitness assessment testing will be conducted in a manner that will afford every Civil Service employee the ability to be assessed while on duty at regular pay.

(c). Prior to conducting any assessment test, each participant will complete a Participant Activity Readiness Questionnaire which will be reviewed by the Physical Fitness Coordinator. If the Physical Fitness Coordinator determines that it is unwise to conduct the test based on individual responses to the PAR-Q, the member shall be referred to his private physician for further medical assessment before testing or participation in any exercise program.

(d). Civil Service employees shall not be disciplined, transferred, suspended, or subject to a fitness for duty evaluation, or received any other adverse or disparate treatment or employment action based solely on their unsuccessful participation in the Physical Fitness Program.

(e). Any Civil Service employee who is injured while taking part in the Physical Fitness Assessment Testing shall be considered to have been injured within the course and scope of their employment as a police officer with the City of San Angelo.

Section 5. Implementation.

As outlined in the schedule below it is the intent of SACOP and the City, in conjunction with the Chief of Police, to develop physical fitness assessment testing based on guidelines established by the Joint Committee on Physical Fitness for the Physical Fitness Program:

Year 1 (Oct 1, 2014 – Sep 30, 2015)- research, study and design a Physical Fitness Program where upon each commissioned officer with the San Angelo Police Department may be assessed as to their overall fitness. This will include agreeing upon standards used as well as implementation of scheduling.

Year 2 (Oct 1, 2015 – Sep 30, 2016) - Upon completion of the design of the Physical Fitness Program, each officer will attempt a series of tests to obtain an overall assessment of the officers Fitness. It will be mandatory for all officers to attempt any series of tests designed to assess fitness only after being deemed capable by the Physical Fitness Coordinator.

Year 3 (Oct 1, 2016 – Sep 30, 2017) – Each officer with the San Angelo Police Department will attempt the series of test to obtain an overall assessment of the officers fitness and used to show a measurable improvement or lack of improvement for each officer. Upon completion of the second test, a composite average based on the assessment of the officers with the San Angelo Police Department will be used and become the average for which officers will be measured. This composite average will be used as the Physical Fitness Standard for the San Angelo Police Department and will be relative to each officer's age and gender.

ARTICLE VIII. BILINGUAL (SPANISH) CERTIFICATION PAY

Section 1. Applicability.

This Article applies to the SAPD, including only the ranks of Police Officer, Sergeant, and Lieutenant.

Section 2. Compensation.

Police officers who become certified as bilingual in Spanish in compliance with a certification process approved by the Chief will be paid additional compensation as certification pay in the amount of \$100 per month to be paid semi-monthly.

Section 3. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.041, 143.042, 143.043, and 143.044, or any other civil service provision or statute

setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE IX. ASSIGNMENT AND EDUCATION PAY

Section 1. Applicability.

This Article applies to the SAPD, including only the ranks of Police Officer, Sergeant, and Lieutenant.

Section 2. Assignment Pay.

Police officers assigned to the Critical Incident Management Team, Hostage Negotiations Team, and Special Weapons and Tactics Team will be paid additional compensation as assignment pay in the amount of \$100 per month to be paid semi-monthly.

Section 3. Education Pay.

(a) Police officers who have earned a bachelors degree from an accredited college or university will be paid additional compensation in lieu of other educational incentive pay set out in Sec. 2.1602 of the City Code in the amount of \$300 per month to be paid semi-monthly.

(b) Police officers who have earned a masters degree from an accredited college or university will be paid additional compensation in lieu of other educational incentive pay set out in Sec. 2.1602 of the City Code and in lieu of Section 3 (a) above in the amount of \$400 per month to be paid semi-monthly.

Section 4. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.041, 143.042, 143.043, and 143.044, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE X. DISCIPLINE

Section 1. Applicability.

This Article applies to SAPD police officers, including only the ranks of Police Officer (non-probationary), Sergeant, and Lieutenant.

Section 2. Appealable and Non-Appealable Suspensions.

It is understood that most officers, including those who are good, professional police officers, will make some errors during their career involving rule violations. The parties agree that short disciplinary suspensions are also for the purpose of reinforcing the need for compliance with departmental standards and are not exclusively used as punishment.

The parties agree that when an officer is suspended from 1 to 5 days, s/he may choose one of two methods of dealing with the suspension as listed below.

(a) **Suspensions that may not be appealed.** The officer may choose to use vacation or holiday time to serve the suspension, with no loss of pay and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The officer must waive all right of appeal if this method of serving the suspension is chosen.

(b) **Suspensions that may be appealed.** The officer may appeal the suspension either to a Hearing Examiner or the Civil Service Commission if option (a) is not agreed upon by both the officer and the Chief of Police.

Section 3. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.010, 143.052, 143.053, 143.054, 143.055, 143.056, and 143.057, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE XI. PROBATIONARY PERIOD

Section 1. Applicability.

This Article applies only to the SAPD, including the ranks of Police Recruit and Probationary Police Officer, neither of which are civil service positions until the below-specified applicable probationary period is satisfactorily served and completed.

Section 2. Police Recruits.

Non-TCOLE certified applicants who are hired as Police Recruits by the SAPD will serve a probationary period of eighteen (18) months from the date of employment as a Police Recruit, which includes the period served by Police Recruits as Probationary Police Officers.

Section 3. Probationary Police Officers.

TCOLE-certified applicants who are hired as Police Officers by the SAPD will serve a probationary period of twelve (12) months from the date of employment as a Police Officer by the SAPD.

Section 4. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Section 143.027, or any other civil service provision or statute setting probationary periods, rights or standards for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE XII. PART-TIME POLICE OFFICERS

Section 1. Applicability.

This Article applies only to the SAPD.

Section 2. Part-Time Employment of Police Officers.

(a) The SAPD may employ as part-time employees a maximum of twelve (12) TCOLE-certified officers who have honorably separated as full-time Texas Peace Officers with a minimum of five years experience in Texas or a minimum of two years experience with the SAPD. Part-time employment is discretionary and is subject to the needs of the SAPD. Such part-time employees are at-will employees, and they are not Civil Service employees.

(b) Part-time officers will work as assigned by the Chief of Police or his designee. Part-time officers are subject to the supervision of the chain of command of their particular assignment and are subject to all the rules and procedures of the SAPD.

(c) Part-time officers will be hired to supplement the number of full-time positions authorized by the City Council as set out in Section 2.1502 of the City Code. The employment of these part-time officers will not result in a temporary or permanent reduction in that number of positions currently authorized.

Section 3. Rate of Pay and Maximum Number of Hours Per Calendar Year.

(a) Part-time officers employed by the SAPD will receive a rate of pay of twenty-five dollars (\$25.00) per hour worked. They will not receive any additional compensation such as longevity and education incentive pay. They will not be eligible for pay step increases nor be eligible for promotions.

(b) Part-time officers may work no more than nine hundred and ninety-nine (999) hours per calendar year.

Section 4. Restriction on Outside Law Enforcement Employment.

Part-time officers of the SAPD will be prohibited from accepting off-duty law enforcement employment but may be assigned to work City-sponsored events at the Chief's discretion.

Section 5. Application Process and Requirements.

(a) Applications for part-time employment as police officers will be submitted to the City of San Angelo Human Resources Department.

(b) Applicants who apply for part-time employment within one-hundred eighty (180) days of their separation from the SAPD can be processed for employment immediately upon meeting the requirements of the pre-employment physical examination including essential function testing and verification of meeting all TCOLE requirements for license reactivation. These applicants may commence employment after meeting the physical requirements and reactivation of the license by TCOLE.

(c) Applicants who have been separated from the SAPD more than one-hundred eighty (180) days and applicants who did not work for the SAPD will be subject to SAPD hiring procedures including background check, polygraph examination if determined to be necessary by the Chief of Police, oral interview board, pre-employment physical examination, pre-employment essential function testing, and pre-employment psychological examination before being hired. Such applicants will be required to meet all TCOLE licensing standards including educational requirements at their own expense before they may commence part-time employment. Subsequent annual TCOLE training requirements will be provided by the SAPD.

Section 6. Exclusion from City Benefits.

Part-time officers will not qualify for city benefits; however, worker's compensation will be provided for on-the-job injuries but will not include the benefit of salary continuation.

Section 7. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.021, 143.022, 143.023, 143.024, 143.025, and 143.026, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE XIII. PROMOTION TO ASSISTANT CHIEF

Section 1. Third Assistant Chief.

(a) The Chief of Police may appoint a third Assistant Chief for the SAPD. If a third Assistant Chief is appointed, at least one of the three (3) Assistant Chiefs must be from the Civil Service rank of Lieutenant.

(b) Should this Meet and Confer Agreement expire or should this Article not be included in a subsequent Meet and Confer Agreement, then the last appointed Assistant Chief shall return to his or her prior rank and the last officer promoted to that rank shall likewise return to his or her prior rank down the chain of command as necessary.

Section 2. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, of the TLGC, including but not limited to Section 143.014, or any other civil service provision or statute setting standards or rights for the SAPD police officers, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143 of the Texas Local Government Code or any other civil service provision or statute.

ARTICLE XIV. MISCELLANEOUS

Section 1. Complete Agreement.

This Agreement constitutes the entire Agreement between City and SACOP; and no party is bound by any contract, condition or stipulation, understanding or representation not contained herein. It is understood and agreed that this Agreement may only be amended in writing by mutual consent of the City and the SACOP.

Section 2. Preemption.

In the event that any provisions of this Agreement conflict or are inconsistent with any applicable provision of Chapter 143, TLGC, or any other civil service provision or statute setting standards or rights for covered employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC or any other civil service provision or statutes.

Nothing in this Article or this contract is intended to supersede the provisions of Texas Government Code, Chapter 614, Sections 614.021 and 614.023.

Section 3. 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 is the intention of the parties that no portion of this Agreement, or any provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 4. Duration of Agreement.

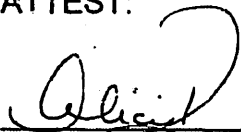
This Agreement shall become effective after ratification by the covered employees pursuant to a vote conducted by the SACOP and upon approval of the City by its City Council after compliance with any procedural or publication requirements imposed by Charter or Chapter 142 of the TLGC. It shall commence October 1, 2014, and, continue in effect until September 30, 2017, unless extended by written mutual agreement.

City of San Angelo, Texas



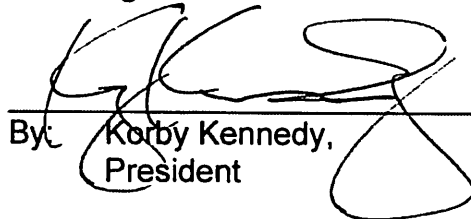
By: Daniel Valenzuela,
City Manager

ATTEST:



Alicia Ramirez, City Clerk

San Angelo Coalition of Police




By: Kirby Kennedy,
President

ATTEST:




Brian Bylsma, Secretary

Approved as to content:



Lisa E. Marley
Director of Human Resources and
Civil Service Director

Approved as to form:



Lysia H. Bowling,
City Attorney

APPENDIX I. RELEASE OF LIABILITY AGREEMENT

I, _____, (known herein as _____), in consideration for the joint promises herein made, which consideration, the receipt and sufficiency of which is hereby acknowledged do hereby agree to the following:

I.

_____ has accepted the appointment to _____ at the City of San Angelo _____ Department and recognizes such position is an "at will" position within the City of San Angelo and that he/she has no "tenure" in the present position. The position is covered by the Meet and Confer Agreement only to the extent that the parties recognize that the position is properly within the meet and confer unit. The parties to the Agreement, at the request of each police officer in the _____ Department, have agreed that all wages, salaries, rates of pay, hours of work, or other terms and conditions of employment shall remain solely at the discretion of the City of San Angelo. Therefore, I hereby release the San Angelo Coalition of Police and the City of San Angelo and indemnify them from any and all liability for any claim we or any of us might have arising out of the San Angelo Coalition of Police's alleged breach of its duty of fair representation or arising out of any related affirmative claim for not representing me in meet and confer negotiations as required by State law, or for not representing me under the Meet and Confer Agreement.

II.

I hereby voluntarily relinquish any and all rights and benefits set forth and granted under any proposed or existing Meet and Confer Agreement between the City of San Angelo and the San Angelo Coalition of Police, including but not limited to representation as a member of the meet and confer unit; coverage under any and all wage plans and any other fringe benefits therein, either of a direct or indirect nature (including but not limited to insurance plans/premium payments, work hours, clothing allowance, leave time, holidays, overtime pay, call-back and standby pay, longevity pay, and certification pay).

III.

I, by execution of this Agreement, do not relinquish any of my rights under the provisions of the State law.

EXECUTED this ____ day of _____, ____.

By: _____
Printed Name: _____

ACCEPTED:
SAN ANGELO COALITION OF POLICE

By: _____
President

ACCEPTED:
CITY OF SAN ANGELO

By: _____
City Manager

**City of San Angelo
Civil Service Grade and Step Plan
Police Department**

Effective 10/1/2014

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
GR 23 Recruit	\$37,211													
GR 26 Probationary PO	\$39,346													
GR 27 Police Officer		\$42,479	\$43,769	\$45,060	\$46,351	\$47,641	\$48,932	\$50,222	\$51,513	\$52,804	\$54,094	\$55,385	\$56,676	\$57,966
GR 29 Sergeant		\$58,423	\$59,411	\$60,398	\$61,386	\$62,373	\$63,361	\$64,348	\$65,336	\$66,323				
GR 30 Lieutenant		\$66,978	\$68,018	\$69,058	\$70,098	\$71,137	\$72,177	\$73,217	\$74,257	\$75,296				