

**MEET AND CONFER AGREEMENT**

**BETWEEN**

**THE CITY OF LUFKIN**

**AND**

**THE LUFKIN POLICE ASSOCIATION**

October 1, 2022

Through

September 30, 2024

## **ARTICLE I**

### **Authority and Recognition**

#### **Section 1.01 Authority**

The City of Lufkin, Texas ("City") and the Lufkin Police Association ("Association"), have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the Texas Local Government Code ("TLGC"), Chapter 142 et. seq., Subchapter B.

#### **Section 1.02 Recognition**

- A. The City recognizes the Association as the sole and exclusive bargaining agent for all covered employees, pursuant to Section 142.058 et seq. of Chapter 142, TLGC, excluding the Police Chief and the Assistant Police Chief.
- B. The City agrees to withhold membership 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 City. The officer has the right to revoke the authorization to directly deposit Association membership dues, at any time, upon thirty (30) days' notice to the City. The Association may change the amount of the deduction for those officers who have authorized payroll deductions by providing the City with a letter, upon thirty (30) days' notice, from the Association President, advising the City that the amount has changed pursuant to the requirements of the Association's Constitution and Bylaws.
- C. During the term of this Agreement, if there is a withdrawal of recognition of the Association pursuant to Section 142.056 of the TLGC, then it will be the City's option to continue the terms of this Agreement or to cancel the contract and engage in negotiations with the successor organization, if any.

#### **Section 1.03 Duration**

This Agreement shall become effective October 1, 2022, upon ratification by the Association and approval by the Lufkin City Council, in accordance with Chapter 142 of the Texas Local Government Code. This Agreement shall expire at midnight, September 30, 2024. The terms of such Agreement are effective only during the Duration set forth in this Section. This Agreement may be modified at any time during its duration pursuant to Section 143 of the TLGC by mutual agreement of the Parties.

#### **Section 1.04 Preemption**

To the extent that any of the provisions of this Agreement differ from Chapters 142 and 143 of the TLGC or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede and preempt such conflicting provision, as authorized by Section 142.067 of the TLGC.

## **ARTICLE II**

### **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.

**Assignment Pay** – refers to pay for officers who perform specialized functions in the Department, as authorized by City ordinance pursuant to Section 143.113 of the TLGC, and assigned to specific officers by the Department Head.

**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, TLGC.

**Authorized Association Representative** – refers to an individual appointed and authorized by the Association's executive board to conduct business on behalf of the Association.

**Budget (Fiscal) Year** – refers to the City's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

**Cadets** – for purposes of this Agreement, "Cadet" refers to an individual, sponsored by the Department, and enrolled in a licensed law enforcement academy.

**Chapter 143** – refers to the applicable provisions of Chapter 143 of the TLGC in effect at any given time, unless otherwise specified.

**Chapter 142** – refers to the applicable provisions of Chapter 142 of the TLGC 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 service statutes and the Rules.

**Civil Service Commission or Commission** – refers to the City of Lufkin Civil Service Commission, duly appointed under Chapter 143, TLGC.

**City** – refers to the home rule municipality organized under the laws of the State of Texas known as the City of Lufkin.

**Classification** – refers to a position or group of positions that involve similar duties and responsibilities and require similar qualifications.

**Compensatory Time or Comp Time** – refers to time off with pay in lieu of overtime pay for irregular or occasional overtime work accrued in the same increments as the overtime earned, one and one-half hours off for each hour of overtime worked.

**Department** – unless otherwise specified, refers to the Lufkin Police Department, the department



of the City responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the Department.

**Department Head** – refers to the Police Chief of the City of Lufkin.

**Day** – unless otherwise specified, refers to calendar day.

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

**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.

**Field Training Program (FTP)** – refers to a structured learning program designed to facilitate newly-assigned trainee officers transitioning from an academic setting to peace officer duties where they gain hands-on experience forming the foundation for their career.

**FLSA** – refers to the Fair Labor Standards Act.

**LPA** – refers to the Lufkin 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, TLGC.

**Overtime Pay** – shall refer to overtime pay established and determined by reference to state or federal law.

**PRT** – refers to “Physical Readiness Testing” (see Article VI).

**Parties** – refers to the City and the Association jointly.

**Police Officer** – refers to a person who is identified as a peace officer under Article 2.12, Texas Code of Criminal Procedure.

**Retiree** – refers to a former employee of the Department who is receiving recurring payments under TMRS based on his or her service as an employee. The term includes a person receiving recurring payments under TMRS as a current spouse, former spouse, or child of a former employee.

**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.

**TCOLE** – refers to the Texas Commission on Law Enforcement.

**TLGC** – refers to the Texas Local Government Code.

**TMRS** – refers to the Texas Municipal Retirement System.

### **ARTICLE III**

#### **Recruitment and Hiring Process**

##### **Section 3.01 Written Entry-Level Examinations**

The Civil Service Director shall administer written entry-level examinations as set forth in Chapter 143.

##### **Section 3.02 Age Limit**

No upper age limit exists for certification for any position in the Department.

##### **Section 3.03 Eligibility Lists**

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

##### **Section 3.04 Selection**

- A. The Chief of Police may pass over non-TCOLE licensed candidates and give preference to a TCOLE licensed candidate who is not at the top of the eligibility list, but must do so in the order in which the TCOLE licensed candidates are on the eligibility list.
- B. Special Selection – In recognition that some candidates may have unique skill sets desirable by the Department, may have lateral entry experience, or may have other articulable qualities making the candidate particularly well-suited for the

Department, but may not be the first eligible candidate, the Department Head may appoint under Special Selection a candidate regardless of where he/she ranks on the eligibility list.

##### **Section 3.05 Probationary Period**

- A. Following successful completion of the Department's Field Training Program, a Police Officer shall complete one (1) year of probationary service as a full-time, paid member of the Department, before obtaining civil service status. From initial employment by the LPD through the end of this probationary period, the Police Officer is an "at-will" employee who can be disciplined, up to and including indefinite suspension, without cause.

- B. All Police Officers must complete the full probationary period before being eligible to take a promotional exam or be assigned to a specialized unit, unless there are none interested or qualified for the specialized unit.

### **Section 3.06 Hiring of Non-Civil Service Cadets**

- A. The Department may hire a candidate who does not hold a TCOLE 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 Cadet shall be paid at the entry-level Police Officer salary. The Cadet shall attend and graduate from a Basic Peace Officers Course and be licensed by TCOLE before becoming a Police Officer. Failure to pass or perform adequately during any of this time period, and the full probationary period, may result in immediate dismissal.

### **Section 3.07 Lateral Entry Program**

- A. The Department may hire a licensed peace officer with prior law enforcement experience in a recognized law enforcement agency. For lateral entry a candidate must meet the following criteria:
  - 1. The candidate is licensed, or in possession of an examination endorsement, by TCOLE;
  - 2. Meet all Department hiring requirements.
- B. Applicants hired under this provision must complete the probationary period under Section 3.05.
- C. Eligible prior experience allows the new hire to be slotted in the appropriate Police Officer pay step determined by the Department Head, based upon the candidate's prior experience, as if the entire eligible prior experience had all been acquired in the employ of the City.
- D. This program will help recruit qualified applicants for the classification of Police Officer. It does not carry with it seniority for purposes of rank or assignment. The Department Head's final determination of whether a candidate fails to meet the criteria of the Lateral Entry Program as listed in this Section shall be final and non-appealable.



## **ARTICLE IV**

### **Promotional Process**

The promotional process shall be as follows:

#### **Section 4.01 Establishment of Vacancies**

Vacancies for classified positions above Police Officer may be created by either resignation, retirement, termination, indefinite suspension or other event of an officer occupying the higher position, or by addition of these positions by approval of the City Council in the budget process.

#### **Section 4.02 Eligibility for Promotional Examinations**

Promotional examinations for the classification of Corporal are open to any police officer who, for at least four years immediately before the examination date, has continuously held a position in the classification that is immediately below the classification of Corporal.

Promotional examinations for the classifications of Sergeant or Lieutenant are open to any police officer who, for at least two years immediately before the examination date, has continuously held a position in the classification that is immediately below the classification for which the examination is to be held.

If there are not sufficient police officers in the next lower position with the specified years of service in that position to provide an adequate number of persons to take the examination, the commission shall open the examination to persons in that position with less than minimum years of service. For purposes of this section, the adequate number of persons to take the examination is one (1) more than the number of positions open/to be filled at the time of the examination. If there is still an insufficient number, the commission may open the examination to persons in the second lower position, in salary according to the Lufkin Police Department Pay Scale, to the position for which the examination is to be held.

#### **Section 4.03 Written Examination**

- A. Section 143.032 of the TLGC remains in effect, unless otherwise addressed herein.
- B. Each candidate must take and pass a written examination with a minimum score of seventy (70) before considering seniority or other modifiers.

#### **Section 4.04 Assessment Center**

- A. The top eight (8) candidates, in order of written examination score including seniority or other modifiers, will proceed to the Assessment Center.
- B. To aid in assessment, each candidate shall prepare a written resume in a standardized format as set forth by the Department. The resume shall contain the following; sick hours used for the preceding 24 months of employment, all disciplinary action received during the previous 36 months of employment, and total TCOLE training hours. The resume should also include all information that the candidate wishes for the assessment board to consider such as: level of

experience, training, examples of past performances, assignment related skills, and any other information that demonstrates fitness for higher rank.

- C. As a further aid in assessment, each candidate shall complete a timed essay question on a topic assigned by the Department Head. The essay, of no more than 200 words, shall be typed consistent with a document format determined by the Department on computers and software provided by the Department. The candidates shall be given one hour to complete the essay. The completed essays will be provided to each member of the assessment board.
- D. Each candidate will sit for interview by the assessment board on matters contained in their respective resumes, as well as any topic relevant to the desired rank.
- E. The Department Head shall appoint a minimum of three (3), not to exceed five (5), individuals to sit on an assessment board. The Department Head shall not serve on the assessment board
- F. The assessors shall be individuals with demonstrated expertise in the criminal justice system, including individuals with other law enforcement agencies, local, state or federal agencies, active and/or retired prosecutors, retired judges, instructors from a certified police academy, or persons with other specific law enforcement experience.
- G. The candidates shall receive an assessment score between 0 and 100, based upon the average of individual assessors' scores- and must receive a minimum score of seventy (70) to pass the Assessment Center and proceed in the promotional process. Seniority points or other modifiers will not be added to an Assessment Center score.
- H. Notwithstanding the preceding rules, should the City of Lufkin employ an outside entity to conduct the Assessment Center, the assessment shall be conducted in accordance with that entity's protocols.

#### **Section 4.05 Creation of Eligibility List**

- A. An eligibility list shall be created by combining the passing written examination score and the passing Assessment Center score for each candidate.
- B. Whenever two (2) or more candidates obtain identical weighted scores, the tie shall be broken as follows:
  - 1. The candidates shall be ranked in order of the highest written examination grade, after the Commission determination of appeals, if any.
  - 2. If a tie still exists, the candidates shall be ranked in the order of time in the classification immediately below the position for which the examination was given.
- C. An eligibility list shall expire twelve (12) months from the date of posting of total promotional assessment scores.



#### **Section 4.06 Appeals**

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

#### **Section 4.07 Procedure for Making Promotional Appointments**

When a vacancy occurs, the Department Head shall promote in accordance with Section 143.036 of the TLGC.

#### **Section 4.08 Pass Over**

Department Head, with a valid reason, may pass over candidates on the promotion eligibility list. If the department head has a valid reason for not appointing the eligible promotional candidate having the highest score, the department head shall personally discuss the reason with the person being bypassed before appointing another person. The department head shall also file the reason in writing with the civil service commission and shall provide the person with a copy of the written notice. The bypassed person may file an appeal with the commission, who will make the final determination on the appeal.

If a person is bypassed, the person's name is returned to its place on the eligibility list and shall be resubmitted to the department head if a vacancy occurs while the eligibility list is valid. If the department head refuses three times to appoint a person, files the reasons for the refusals in writing with the commission, and the commission does not set aside the refusals, the person's name shall be removed from the eligibility list.

#### **Section 4.09 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.

### **ARTICLE V Compensation and Benefits**

#### **Section 5.01 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.

## **Section 5.02 Assignment Pay**

Assignment pay shall be paid to officers assigned, by the Department Head, to the below duties.

<b>Duty</b>	<b>Pay Per Month</b>	<b>Maximum Officers Per Assignments</b>
Accident Reconstructionist	\$100	Three (3)
Field Training Officer	\$100	Eleven (11)
TCOLE Trainer	\$100	Twelve (12)
Investigations Division	\$200	Twenty (20)
SWAT	\$300	Eighteen (18)

## **Section 5.03 Physical Fitness Training**

Police Officers shall be allowed thirty (30) minutes per shift for physical fitness training if the training does not interfere with their primary job assignment or public safety, as determine by the Officer's ranking supervisor. This training shall consist of cardiovascular and/or weight training, and shall not include organized or racquet sports.

Physical Fitness Training time may not be accumulated or used in lieu of regular work schedule hours, and Officers shall not be compensated for Physical Fitness Training time missed due to interference with their primary job assignment or public safety.

## **Section 5.04 Supervisor Pay Rate Adjustment**

A Police Officer who promoted to a supervisory position prior to September 1, 2022 may, with approval of the Department Head and City Manager, enter into a contract with the City of Lufkin to receive additional pay if, according to the Lufkin Police Department Pay Scale in effect at the time of the promotion, the promotion would result in a loss of pay for the Officer. Such contract may increase the Officer's pay to the Pay Scale step equal to or greater than the Officer's pay prior to the promotion.

## **Section 5.05 Insurance Benefits for Retirees**

Department Police Officers who retire in good standing with thirty (30) years of service in the LPD and one-thousand (1000) hours in their respective sick leave banks are entitled to City health insurance until the retiree qualifies for Medicare, Medicaid or becomes eligible for other group healthcare, regardless of changes to subsequent meet and confer agreements. The City will pay the premium for the City's low health care insurance plan. If a retiree is interested in a higher plan, or dependent coverage, the retiree must pay the difference in premium costs.

Insurance benefits for Department retirees are subject to any modifications that are City-wide.

## **ARTICLE VI**

### **Physical Readiness Testing**

#### **Section 6.01 Objective**

The objective of this Article is to support and assist Police Officers in the maintenance of good health and fitness by providing a periodic evaluation and assessment of their general physical condition.

Police Officers have an individual responsibility to maintain a level of fitness that permits him/her to carry out job responsibilities and safely handle any situation that may arise. This Article is designed to assist and support officers in establishing and carrying out a health and fitness plan that will ensure a physically fit and well-trained force that is ready to safely respond to any situation.

#### **Section 6.02 Physical Readiness Testing**

All cadets and Police Officers of the LPD will take biannually (October and April) a Physical Readiness Test (PRT).

The PRT standard for each cadet and Police Officer is based on his/her age, weight and/or gender. All cadets and Police Officers must meet a minimum of 50% score on either the 500-meter, based upon the attached performance chart, or the 2000-meter row chart for their age, weight and/or gender, using the percentage results for the test battery found on the Texas Department of Public Safety site:

2000-Meter: <https://www.dps.texas.gov/ETR/concept2RowerCalc.htm>

#### **Section 6.03 Pre-Testing Wellness Exam**

All cadets and Police Officers are required to have a City employee wellness exam conducted by a physician prior to participation in the October PRT testing.

#### **Section 6.04 Release from PRT**

Release from testing shall be permitted in the case of obvious illness, physician advice, or obvious injury. Testing releases are valid for thirty (30) days; no release shall be permanent in nature. Each physician letter advising release from the PRT must be accompanied by a memorandum from the employee detailing the physical condition that prevents participation in the PRT.

#### **Section 6.05 Consequences of Failing to Comply with PRT Requirements**

A Police Officer who has not passed the PRT will not be eligible to participate in any of the following until he/she attains compliance:

1. The promotional process; and
2. Assignment pay referenced in Article V above (upon failure of the PRT, an officer receiving Assignment pay may continue receiving such pay for a period of three months, during which time he/she may re-test).



#### **Section 6.06 Incentives to Comply with PRT Requirements**

A cadet or Police Officer who passes a biannual PRT shall be awarded Physical Fitness Compensatory Time in the following amounts:

1. 50-69% score – 12 hours
2. 70-100% score – 16 hours

Physical Fitness Compensatory Time shall not be awarded during times of reassessment.

The Physical Fitness Compensatory Time bank includes time awarded under this Agreement and the City of Lufkin Physical Fitness Program, and is capped at forty (40) hours. Physical Fitness Compensatory Time is not considered as hours worked, and therefore is not payable upon discharge, retirement, or voluntary separation.

### **ARTICLE VII Association Access and Communication**

#### **Section 7.01 Association Access to Premises**

Subject to reasonable advance notice from the Association and approval from the Department Head or his designee, the Association may be permitted reasonable access to the premises of the Department for the purpose of Association meetings. Such meetings shall be conducted on premises in a manner that does not interfere with the functions of the Department.

#### **Section 7.02 Communications**

Subject to the Lufkin Police Department Policy Manual and the City's Employee Handbook, the Association may utilize a bulletin board located in the Department to communicate with members of the Association regarding matters of general interest to members. The following guidelines shall apply to materials posted on the bulletin boards:

- (a) There shall be no personal attacks or inflammatory statements.
- (b) At no time shall the bulletin boards contain any political endorsement, whether at the local, state or federal level.
- (c) All materials shall be directed toward dissemination of Association information.
- (d) Any concerns about the content of posted material shall be brought to the attention of the Association's executive board for review and adjustment as soon as the concerns are noticed. The Association's president or his designee shall direct the objectionable material to be removed from the bulletin board until final determination.

### **ARTICLE VIII**

## **Complete Agreement**

### **Section 8.01 Full and Complete Agreement**

The Parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of bargaining for a Meet and Confer agreement. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as herein contained. No alteration, amendment or variation of this Agreement's terms shall bind the Parties unless made, executed and voted on by the Parties as required by Subchapter I of Chapter 143 of the TLGC. A failure of the City or Association to insist in any one or more instances upon performance of any terms or condition of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

### **Section 8.02 Preemption Covers Complete Agreement**

In the event that any provision in this Agreement conflicts or is inconsistent with any provision of Chapter 142 or 143, TLGC, or any other civil service provision or rule or statute as amended from time to time, ordinance, General Orders or Personnel Rules and Regulations setting standards or rights for Department employees, this Agreement shall prevail, notwithstanding any such provision of Chapter 142 or 143, TLGC or any other state statute.


## **ARTICLE IX Savings Clause**

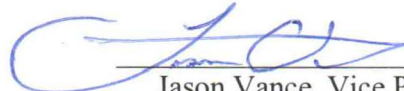
Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**ARTICLE X**  
**Termination Based on Insufficient Funding**

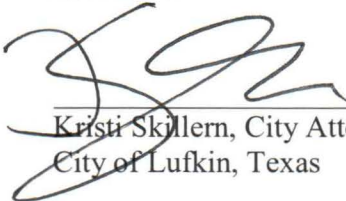
The City presently intends to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the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

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 20<sup>th</sup> DAY OF SEPTEMBER A.D. 2022.

  
\_\_\_\_\_  
Kevin Gee, City Manager,  
City of Lufkin, Texas

  
\_\_\_\_\_  
Jason Vance, Vice President,  
Lufkin Police Association

ATTEST:

  
\_\_\_\_\_  
Kristi Skillern, City Attorney,  
City of Lufkin, Texas





**Physical Readiness Test (PRT)  
500-Meter Row Performance Chart**

FEMALE		
%	Minute(s)	Seconds
100	1	55
99	1	56
98	1	57
97	1	58
96	1	59
95	2	0
94	2	1
93	2	2
92	2	3
91	2	4
90	2	5
89	2	6
88	2	7
87	2	8
86	2	9
85	2	10
84	2	11
83	2	12
82	2	13
81	2	14
80	2	15
79	2	16
78	2	17
77	2	18
76	2	19
75	2	20
74	2	21
73	2	22
72	2	23
71	2	24
70	2	25
69	2	26
68	2	27
67	2	28
66	2	29
65	2	30
64	2	31
63	2	32
62	2	33
61	2	34
60	2	35
59	2	36
58	2	37
57	2	38
56	2	39
55	2	40
54	2	41
53	2	42
52	2	43
51	2	44
50	2	45

MALE		
Minute(s)	Seconds	%
1	30	100
1	31	99
1	32	98
1	33	97
1	34	96
1	35	95
1	36	94
1	37	93
1	38	92
1	39	91
1	40	90
1	41	89
1	42	88
1	43	87
1	44	86
1	45	85
1	46	84
1	47	83
1	48	82
1	49	81
1	50	80
1	51	79
1	52	78
1	53	77
1	54	76
1	55	75
1	56	74
1	57	73
1	58	72
1	59	71
2	0	70
2	1	69
2	2	68
2	3	67
2	4	66
2	5	65
2	6	64
2	7	63
2	8	62
2	9	61
2	10	60
2	11	59
2	12	58
2	13	57
2	14	56
2	15	55
2	16	54
2	17	53
2	18	52
2	19	51
2	20	50