

2023-793
9-19-23

MEET AND CONFER AGREEMENT
between

THE CITY OF WACO, TEXAS

and

THE WACO POLICE ASSOCIATION

Effective October 1, 2023-September 30, 2026

INTENT AND PURPOSE

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

ARTICLE 1 **AUTHORITY AND RECOGNITION**

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

ARTICLE 2 **CIVIL SERVICE RULES**

Section 1.

By entering into this Agreement, the parties recognize and agree that the provisions of this Agreement shall take precedence over civil service law provisions, including the applicable sections of Chapters 142 and 143 of the Local Government Code, or the local civil service rules and regulations of the City of Waco, whenever the provisions of the contract specifically so state. All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

Section 2.

The City may appoint a Deputy Director of Civil Service to serve at the direction of the Director to perform all duties authorized to the Director.

ARTICLE 3

NON-DISCRIMINATION

Section 1.

The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

Section 2.

The City agrees not to discriminate against any employee for the employee's lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is required to join the Association, but that each employee has the right to choose of the employee's own free will as to whether or not the employee will or will not join the Association. Neither the City nor the Association shall exert any pressure for or against any employee covered by this Agreement in regard to such matters.

ARTICLE 4

LABOR RELATIONS

The Chief will establish an Advisory team comprised of 3 members of the Police Bargaining Unit designated by the Police Association President and 3 members of the Department selected by the Chief. The Chief or the Chief's designee will meet with this Team at least once every three months. The purpose of the Team is advisory to the Chief and is to provide Police Managers input on city and department policy, process, and employee issues. To improve communications throughout the Department, the Police Association President will be invited by the Chief to attend all or part of Department Command Team meetings except for that part of a meeting which pertains to a topic of discussion intended only for Command Staff.

ARTICLE 5

ASSOCIATION RIGHTS AND INDEMNIFICATION

Section 1. Dues Check Off.

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

The dues deduction shall be remitted promptly to the treasurer of the Association. The City agrees to provide a list of those members for whom deductions are made each month. The Association

may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) days in advance of the change, from the Association President advising the City that the amount has changed pursuant to the requirements of the Association's Constitution and Bylaws. The Association will promptly refund to the City any amount paid to the Association in error on account of this dues deduction provision.

Section 2. Indemnification.

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

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

Section 3. Association Access to Premises.

A. Subject to reasonable advance notice from the Association and approval from the Chief or the Chief's designee, the Association may be permitted reasonable access to the premises of the Department for the purpose of administering this Agreement, including but not limited to roll calls, in-service training and the police academy. Such visits shall be limited to the purpose for which approval was granted and shall be conducted in a manner that does not interfere with the functions of the Department.

B. The Association's access to the Department facilities and equipment to communicate with its membership shall include the use of one (1) bulletin board installed at the main police station and one (1) at each police facility. The following guidelines shall apply to materials posted on the bulletin boards:

- (1) Recreation and Social Affairs of the Association.
- (2) Association Meetings.
- (3) Association Elections.
- (4) Reports of Association Committees.
- (5) Rulings or policies of the State or National Association, without added commentary.
- (6) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations, without added commentary.
- (7) In any case, the Police Chief retains the final decision as to whether Association material may be posted on bulletin boards. At no time shall the bulletin boards contain any political endorsement, whether at the local, state or federal level.

Section 4. Communications.

A. Subject to the Waco Police Department General Orders, the City's Administrative Regulations (particularly ADM-12 regarding "Electronic Media and Internet Usage"), and the applicable provisions of this Agreement, the Association may utilize pre-approved electronic communications ("E-mail") to communicate with members of the bargaining unit regarding matters of general interest to members of the bargaining unit in accordance with the following restrictions and limitations:

(1) Prior to any distribution(s), all Association E-mail communications shall be approved, at least forty-eight (48) hours in advance, by the Chief or the Chief's designee. The decision of the Chief or the Chief's designee to approve or disapprove an E-mail communication shall be final and binding and shall not be subject to dispute resolution procedures. However, the Association may ask the City Manager or the City Manager's designee to review any alleged patterns of repeated disapprovals which the Association contends unreasonably restricts communications with its members relating to subjects authorized by this Agreement.

(2) If the E-mail is deemed inappropriate for general distribution, the Chief, or the Chief's designee, will respond to the Association representative with an explanation or suggestion for change.

B. Association E-mail communications shall relate solely to the following subjects:

- (1) Recreation and Social Affairs of the Association.
- (2) Association Meetings.
- (3) Association Elections.
- (4) Reports of Association Committees.
- (5) Rulings or policies of the State or National Association, without added commentary.
- (6) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations without added commentary.

C. E-mail communications shall not contain any political commentary, any solicitation for membership in, or financial contributions to, any special interest organization, or political action organization, or any derogatory or offensive propaganda or commentary which reflects negatively upon the City, its officials, its employees, City employee associations or groups, or upon citizens of the City. On a case-by-case basis, the Chief or Chief's designee may consider requests from individual Officers for approval to distribute E-mail communications regarding solicitations for Officers (or their families) needing financial assistance or other forms of assistance.

ARTICLE 6

WAGES

It is the desire of the City of Waco to have fairly compensated employees. This agreement shall endeavor to move the members' base compensation to at least the midpoint of the considered peer cities over the life of this agreement.

Section 1. Wages

A. Wages for Fiscal Year 2023-24 shall be paid as set forth in Exhibit A effective on the same date as the general salary increase for all other city employees. For subsequent years covered by this agreement, the process laid out Exhibit D shall be used to identify the target yearly salary increase subject to City of Waco resources and yearly budget approval by the City Council and compliance with state law. This increase will be effective on the same date as the general salary increase for all other city employees.

B. The City may, during the life of this Agreement, perform wage studies to determine market rate compensation for various positions within the city. The City, at its discretion, may provide additional wage increases to such employees as the City determines is necessary to provide such comparable pay. Such increases are not considered "general salary increases" subject to subsection b of this Article. Likewise, salary increases made as a result of budget amendments or as part of another negotiation process during the fiscal year are not general salary increases unless applied to all city employees.

Section 2. Shift Differential

For Fiscal year 2023-2024, shift differential will be paid as authorized by city ordinance (Section 18-89) at the rate of 1.10 per hour. For Fiscal year 2024-2025, shift differential will be paid as authorized by city ordinance (Section 18-89) at the rate of 1.20 per hour, and for Fiscal year 2025-2026, shift differential will be paid as authorized by city ordinance (Section 18-89) at the rate of 1.30 per hour. For the duration of this Agreement the patrol shifts, schedules and rotating days off shall continue per current practice. The second and third shifts will automatically receive the differential pay contingent on their assignment to the shift.

Section 3. Compensatory Time

The parties agree that officers may be compensated for overtime excluding overtime worked in grant programs and for specialized services which require actual paid overtime for reimbursement in either pay or compensatory time. Accounting, calculation and payment shall be in accordance with current payroll practices and the FLSA and Texas law. Each police officer may elect to take compensatory time, or overtime, or any combination thereof by indicating the election on their timesheet after the overtime hours have been worked. Officers may only use compensatory time that has been previously accrued, including time accrued in the most recently completed week. Officers are not allowed to use compensatory time earned in the same week.

Officers will not take time off within the same workweek for the purpose of creating overtime that would not have otherwise been paid. No more than 50 hours of comp time may be accrued in an officer's comp time account.

Section 4. Holiday Pay

Members permanently assigned to the patrol division will accrue holiday leave in 10 hour increments.

Members of the patrol division who work Thanksgiving Day, Christmas Eve, or Christmas Day shall be paid at a rate of one and one-half times their normal rate of pay for hours actually worked on these three holidays.

Section 5. Preemption.

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

ARTICLE 7 PENSION

The City shall contribute to Texas Municipal Retirement System an amount equal to that which is in effect for other City Employees covered under the Texas Municipal Retirement System provided that in no event shall such amount be less than seven (7%) percent with a 2 to 1 match. Vesting will be at 5 years and retirement at 20 years. The City shall provide updated service credits annually in accordance with the TMRS Act and Ordinance 2004-0613, passed October 19, 2004. The City may amend Ordinance 2004-0613 provided the amended ordinance does not reduce the amount of contribution percentage or updated service credits for the term of this contract.

ARTICLE 8 EDUCATION/CERTIFICATION/ASSIGNMENT PAY

Section 1.

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

<u>Certification or Degree</u>	<u>Monthly</u>
Intermediate Certification or Associate Degree	\$100.00
Advanced Certification or Bachelor's Degree	\$150.00

Master Peace Officer Certification or Master's Degree \$200.00

This pay will be in addition to any other pay the officer may receive including shift differential and assignment pay.

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

Section 2.

In addition to educational, certification, and differential pay, Grade 1 and Grade 2 Officers will be paid \$100 per month for specialized assignments as defined by General Order 43.03. The sum of educational/certification pay and assignment pay shall not exceed \$300 per month for each officer. All add pays will start once all required paperwork has been finalized and submitted to Human Resources and will be effective the pay period following the completion of all paperwork. Each member is responsible for providing copies of the proper credentials that show entitlement to the add pay.

The Chief retains the right to define and designate positions as special assignments. In addition, officers in these specialized assignments agree to waive any form of grievance if they lose their assignment based on:

- Unsatisfactory performance in the position;
- A disciplinary issue which impacts their ability to perform their assignment; or
- Re-organization or re-staffing based on the needs of the Department.

If the Chief reorganizes positions with Special Assignments such that there is a reduction in the number of Special assignment positions, the reduction shall occur in the order of least amount of time in the special assignment, i.e. the last person in the special assignment position shall be the first to lose the position.

ARTICLE 9

ASSOCIATION BUSINESS LEAVE

Section 1.

A. Upon the first full month after ratification of this agreement and at the beginning of each fiscal year of this Agreement thereafter, the City will allocate two hundred and forty (240) hours of equivalent work-time hours to be utilized as Association Business Leave ("ABL"). All unused hours shall expire at the end of each fiscal year and shall not carry over to the next fiscal year.

B. ABL may be utilized starting at the beginning of the first pay period of the fiscal year. The Association shall be allowed to debit ABL on an hour-for-hour basis, during the fiscal year

when the Association Board members and/or members of the Association's Meet and Confer negotiating team are required to engage in Association business activities. ABL is only available for Association Board members, Association Meet and Confer negotiating team members, and the Association President unless an exception is granted by the Chief. If the Chief declares an emergency, the Chief may order the Association President or any Association Officers on ABL to report to work for the duration of the emergency.

C. The Association shall document the use of two hundred and forty (240) hours in the City's Executive System. Upon request, the City will give the Association updates on usage to date. Any hours used which are not documented and/or in excess of the allotted two hundred and forty (240) hours shall be charged to the member(s)' accrued time per city policy.

D. Members utilizing this leave are not during that time working in the course and scope of their employment and therefore not covered by any of the City's liability or Workers' Compensation policies, unless taking police action. However, they may utilize their group health insurance in the event of any injury or illness during such time, not including while taking police action.

Use of ABL will not be treated as a break in service. ABL hours will count toward FLSA overtime, however members may not use more than forty (40) ABL hours per week per person.

Section 2.

Within thirty (30) Business Days after the execution of this Agreement, the Association shall notify the Chief in writing as to the names of the Association's Board of Directors. The Association shall thereafter promptly notify the Chief of any change in the composition of its Board of Directors. To the extent that any designated member(s) of the Association's Board of Directors is otherwise scheduled to work, and upon three (3) Days advance notification to and approval by the Chief, the member shall be permitted to attend Association membership meetings and the regularly scheduled Association Board meetings and, upon 24-hour notice, any specially called Board meetings.

ARTICLE 10 **ALTERNATE PROMOTIONAL PROCESS**

Section 1. Sergeant and Commander Promotional Process

Notwithstanding any provisions in Chapter 143, the Parties have agreed that the needs of the Department require the adoption and implementation of these provisions to modify the promotional provisions in Chapter 143 for the testing process for the Rank of Police Commander and the Rank of Police Sergeant:

A. Sergeant Promotional Process

The parties agree that the promotional process for Grade II, Sergeant, will be as set

forth in the attached Exhibit B.

B. Commander Promotional Process

The parties agree that the promotional process for Grade III, Commander, will be as set forth in the attached Exhibit C.

Section 2. Appointment and removal of a person classified immediately below the Department Head.

- A. The Department Head shall have the authority to establish a process and to appoint a total of three positions classified as immediately below the Department Head.
- B. Except as denoted in section C below, the three appointed positions in the classification immediately below the department head shall:
 - (1) be employed by the Waco police department as a sworn police officer; and
 - (2) have at least two years' continuous service in the Waco police department as a sworn police officer; and
 - (3) meet the requirements for appointment as head of a police department prescribed by Texas Local Government Section 143.013(b).
- C. One of the three appointed positions in the classification immediately below that of the head of the police department may, at the discretion of the department head, be selected from candidates not currently employed by the Waco Police Department but shall have the following minimum qualifications:
 - (1) Have at least 10 years of continuous service in a Texas law enforcement agency serving a population of 100,000 or more as a sworn law enforcement officer licensed by the Texas Commission on Law Enforcement within two years immediately prior to the appointment in the Waco Police Department; and
 - (2) Meet the requirements for appointment as head of a police department prescribed by Texas Local Government Section 143.013(b); and
 - (3) Have a Master Peace Officer License issued by the Texas Commission on Law Enforcement Standards and Education; and
 - (4) Have a bachelor's degree or higher in an appropriate field of coursework from an accredited university; and
 - (5) Have five consecutive years or more experience as a supervisor of law enforcement personnel.

- D. The classification immediately below that of the department head may include a person who has a different title but has the same pay grade.
- E. The department head shall make each appointment under this section within 90 days after the date a vacancy occurs in the position.
- F. A person appointed under this section serves at the pleasure of the department head.

Section 3. Preemption

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

ARTICLE 11 **ALTERNATIVE HIRING**

Section 1.

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

- A. The Waco Police Department shall be authorized and entitled to hire police officers from other law enforcement agencies, or who have been employed by such agencies within the last twelve (12) months and have left such employment in good standing, in accordance with the following provisions and limitations.
 - (1) Officers who have two (2) years or more of experience in another Texas law enforcement agency as a police officer, and who otherwise meet the qualifications for the Waco Police Department, may be hired as beginning employees at the two (2) year pay step as a Police Officer.
 - (2) Officers who have five (5) years or more of experience with the Texas Department of Public Safety as a State Trooper, a Texas County Sheriff's Office in a County with a population of 50,000 or more as a County Deputy, or a Texas city police department in a City with a population of 50,000 or more as a police officer, and who otherwise meet the qualifications for the Waco Police Department, may be hired as beginning employees at the pay step most closely equivalent to their qualifying law enforcement experience up to and including the 10-year pay step as a Police Officer.
- B. The Waco Police Department shall be authorized and entitled to hire police officers from other law enforcement agencies, or who have been employed by such agencies within the last twelve (12) months and have left such employment in good standing, in

accordance with the following provisions and limitations:

- (1) Successfully challenge by passing the TCOLE Exam, and
 - (2) Meet the standards and requirements outlined in a. (1) or a. (2) above with the exception that the agency can be an American law enforcement agency outside the State of Texas.
- C. Except as may be allowed in an alternative promotional system, officers hired as allowed by Section 1 of Article 11 ALTERNATIVE HIRING do not begin their employment with the Waco Police Department with seniority or longevity based on their previous experience with another law enforcement agency or department.
- D. The Chief shall provide for an appropriate supplemental police academy program for such officers, together with a modified field training program to facilitate the effective assimilation of such officers into the Waco Police Department.

Section 2.

Entry level candidates may be tested at different times and in different locations as long as adequate test security and test monitoring is used to ensure the safety and fairness of the test. Examinations for beginning positions in the police department do not have to be held within the municipality. The same test will be used to test all candidates for a specific eligibility list. The City can limit the number of applicants who will be allowed to sit for a particular test. If the number of applicants is limited by the City, the number of applicants who will be allowed to sit for the test may be included in the announcement related to the test. Those who will be allowed to sit for the test will be determined based on minimum standards and by the order in which they submitted their completed applications.

Section 3.

Candidates with passing test scores will be placed on an eligibility list in the order of their overall eligibility scores (test score plus additional points). The entire eligibility list will be provided to the police department at one time for further processing and all those applicants will be considered to have been “referred” at that time. New eligibility lists may be created while an active list is being processed. The effective dates of an eligibility list may be set to coincide with the expiration of an existing list or a time period between three (3) and twelve (12) months. The conditions that will determine when an active list may be closed, other than by the Commission, must be determined prior to the posting of the exam. Candidates may not be hired from an eligibility list that is created after an existing active eligibility list has been established until the existing list has been exhausted or has expired. An exception to this is that a Reappointed City of Waco Officer and Lateral Entry Program Officer (“LEO”) may be processed and hired while an existing eligibility list is in effect. With the approval of the Commission, the Civil Service Director may close an eligibility list and cancel all candidates processing if sufficient reason, as determined by the Commission, exists to do so.

Section 4.

The rank order of candidates having the same eligibility score will be determined by the Local Civil Service Rules.

Section 5.

The final eligibility list may be certified by the Director of Civil Service. Certification of the final list by the Civil Service Commission is not required. The eligibility list becomes effective on the day it is certified by the Director.

Section 6.

All candidates on an eligibility list must be processed and either hired or rejected before candidates from subsequent eligibility list may be hired. In the event there is a delay in processing one or more candidates that could prevent the Department from the timely seating personnel into a prescheduled academy class selected by the department, the Civil Service Director may, upon written request and appropriate justification by the Chief or the Chief's designee, allow the candidate(s) to be by-passed for candidate(s) lower on the list, or from another eligibility list, to be hired.

Section 7.

The probationary period for new police officers starts when the officer begins their employment as Waco Police Recruits and extends one (1) year (365 calendar days) from the day they are commissioned as Waco Police Officers. The probationary period for Lateral Entry Program Officers will begin on the date of employment with the department and will extend for one (1) year (365 calendar days) from the date they are commissioned as a Waco Police Officers.

- A. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment, condition, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and the person must complete the remainder of their probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. The determination of whether to terminate the employee or suspend the probation should be made as part of the interactive process if the ADA is implicated.
- B. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to pregnancy, the Department may suspend the probationary period (as of the date served) and the person must complete the remainder of their probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training.
- C. In the event that a probationary employee enters military service, either for their initial training or they are called back to active duty, the Department may suspend

the probationary period (as of the date the military service begins) and the person must complete the remainder of their probationary period beginning on the day they return to duty after being released from their military obligation.

- D. This provision does not override or modify any other rights or privileges of the officer independent of Chapter 143 of the Tex. Local Gov't. Code. During the probationary period, a probationary employee may be disciplined or terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.

Section 8.

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

Section 9.

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

ARTICLE 12 NEW OFFICER PROBATION PERIOD

The probationary period for new police officers starts when the officers begin their employment as Waco Police Recruits and extends one (1) year (365 calendar days) from the day they are commissioned as Waco Police Officers. The probationary period for police officers hired as allowed by Section 1 of Article 11 ALTERNATIVE HIRING begins on the first day of employment with the department and extends one (1) year (365 calendar days) from the day they are commissioned as a Waco Police Officer.

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

ARTICLE 13 DISCIPLINARY ACTION AND APPEALS

The parties agree that disciplinary suspensions are for the purpose of reinforcing the need for compliance with Departmental standards and not necessarily as punishment. The parties agree that when an Officer is suspended for 1, 2, or 3 days, without pay, the officer may choose to forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no

loss of paid salary and no break in service for purposes of seniority, retirement, or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event an officer has received a disciplinary suspension within the preceding 24-month period, the officer may only forfeit vacation or holiday time with the Chief's permission. The officer must agree that there is no right to appeal the suspension if this method of suspension is chosen, and the officer must sign a waiver of appeal.

The parties agree that in the event an officer becomes unavailable to participate in a department investigation of an alleged misconduct violation against the officer, either by use of Military Leave of Absence or Family Medical Leave Act time, that all deadlines relating to investigation and disciplinary processes prescribed by Chapter 143 of the Texas Local Government Code and this Agreement may, at the Chief's discretion, be delayed for a period of time equal to the number of days that the officer was unavailable due to the aforementioned Military Leave or FMLA Leave.

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

ARTICLE 14 **DISPUTE RESOLUTION**

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

Application of Procedure. If either the City or the Association has a dispute with the other party regarding this Agreement, the aggrieved party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its president and for the City shall be its Chief of Police. Each grievance shall state the factual basis for the dispute and identify the applicable sections of this Agreement and the remedy sought. Disputes by the City or the Association will be initiated in Step 3.

It is the intent of the Parties to attempt to resolve Disputes over the application, interpretation and enforcement of the Agreement at the lowest level. The Association will not deliver a written dispute to the City on behalf of an individual employee unless the employee has first made the initial claim or dispute in Step 1 of the grievance procedure and the aggrieved employee's dispute or claim was not remedied.

Time Limits.

The Parties shall adhere to the time limits as set forth in this procedure. In the event the Officer or Association fails to meet the time limits at any step of the procedure, the Dispute shall be considered resolved and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the Dispute to proceed to the next step. Such time limits may be extended by mutual consent of the Parties in writing.

Step 1. An initial claim or dispute by an employee covered by this Agreement will first follow the existing procedures outlined in Department General Order 45.02 Grievances and Complaints for resolution. Any claim or dispute under this Agreement which includes a claim for pay or benefits for any past pay periods must be initiated by the employee with the Department not later than twenty-eight (28) days of the date when the employee knew or reasonably should have known of the claim. Any written notification, given and received, to the employee's chain of command suffices as timely notice if the documented initial notice occurs within the required time period. Any claim or dispute not remedied by the employee's chain of command within thirty (30) days of receiving notice may progress to Step 2. Resolution at Step 1 shall not establish a precedent as to future grievances by other members or the Association on behalf of other members.

Step 2. If an amicable resolution was not reached during Step 1 of the Dispute Resolution Process, the aggrieved employee should reduce the dispute to writing and deliver it to the Association President within fifteen (15) Calendar Days of the date that Step 1 was ended. The aggrieved employee shall submit the dispute in writing to the Association with a courtesy copy to the Chief. The written description of the Dispute must contain: (1) a statement of the facts upon which the Dispute is based; (2) the Article or provision of the Agreement that is alleged to have been violated; (3) the remedy sought; and (4) signature of the individual requesting the resolution.

If the Association determines that there is a valid dispute the Association shall within thirty (30) Calendar Days of the receipt of the written Dispute by the employee prepare a formal written grievance regarding the Dispute and proceed to Step 3 as the representative of the grievant. Any grievance filed by the Association shall proceed directly to step 3 of this procedure.

Nothing herein shall prevent the Association from meeting and conferring with the City, its designees, the Chief or the Chief's designees to resolve the alleged Dispute before the time limits in Step 2 expire.

Resolution at Step 2 shall not establish a precedent as to future grievances by other members or the Association on behalf of other members.

Step 3. The Association's written grievance may be emailed, or hand delivered to the office of the Chief or the Chief's designee no later than 5 p.m. on the date the written grievance is due. The Chief or the Chief's designee shall have thirty (30) Calendar Days to act on the Dispute

and render a decision in writing. The Chief's response may be emailed, or hand delivered to the Association President no later than 5 p.m. on the date the written response is due. Resolution at Step 3 shall not establish a precedent as to future grievances by other members or the Association on behalf of other members.

Step 4. If the Dispute is not resolved at Step 3, the Association shall submit its written grievance to the City Manager within ten (10) Calendar Days from the date that the Step 3 decision is received by the Association. The City Manager or the City Manager's designee shall review the matter and render a decision in writing within ten (10) Calendar Days and inform the President of the Association and the Chief or Chief's designee of the decision of the City Manager. Resolution at Step 4 shall not establish a precedent as to future grievances by other members or the Association on behalf of other members.

Step 5. If the Association does not accept the decision of the City Manager, it shall have five (5) Calendar days to notify the City Manager, and either party shall have the right to seek mediation of the dispute by requesting same within ten (10) Calendar days from the date of the Association's response to the City Manager's decision. If the representatives have not been successful in resolving the issue within sixty (60) Calendar days from the Association's decision, the matter shall proceed to arbitration. Resolution at Step 5 shall not establish a precedent as to future grievances by other members or the Association on behalf of other members.

Arbitration. The Parties agree that either or both can request arbitration by initiating a request to the other party's representative. The representative of the grieving party will then request a list of five (5) impartial arbitrators from the American Arbitration Association. If the Parties cannot agree on an arbitrator from the list, the party raising the dispute shall strike a name from the list, after which they shall alternately strike names until a single name remains. That person shall be appointed arbitrator for the dispute. The arbitration shall be held at the earliest available date.

The hearing shall be held at a location which is convenient for all Parties and the arbitrator and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The arbitrator's authority shall be limited to the interpretation and application of this Agreement, and the arbitrator shall not have authority to add to or vary the terms of this Agreement, or to determine disputes which are not within the scope of the Agreement. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be provided to both parties within thirty (30) Calendar days after close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator. Each party shall be responsible for its own expenses in preparing for

and representing itself at arbitration, but the losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for purposes of this paragraph and may find that both parties lost in part and apportion fees and expenses accordingly. The written decision of the arbitrator shall be final and binding on both parties and may not be appealed by either party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

ARTICLE 15

COMPLETE AGREEMENT CLAUSE

Section 1.

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

Section 2.

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

ARTICLE 16

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.

[Signatures on following page]

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF THIS 2023-2026 MEET AND CONFER AGREEMENT AND AFFIRM THAT THE SIGNING REPRESENTATIVE HAS THE AUTHORITY TO SIGN THIS AGREEMENT.

DocuSigned by:



Vern Darlington

Waco Police Association President

August 27, 2023

Date



Bradley Ford

City Manager, City of Waco

9-19-2023

Date

* Recruit salary was increased to \$28.84/hr for recruits starting July 2023

EXHIBIT B

ALTERNATIVE PROMOTIONAL PROCESS TO ADD AN ASSESSMENT CENTER IN THE TESTING PROCESS FOR THE RANK OF POLICE SERGEANT

I. Procedure

A. Except as in I. B. below, the promotional test procedure will consist of four components which will result in a final score of not more than 113 points.

1. A written examination consisting of multiple-choice questions, based on material related to the specific position to be filled, worth a maximum total of 60 percent on a 100-point scale, and
2. An Assessment Center worth a maximum total of 40 percent on a 100-point scale, and
3. Seniority in the rank of Waco Police officer worth 1 point for every full year of service as a Waco Police Officer with a maximum of 10 points for 10 years of service.
4. An addition 1 pt. for military service with an Honorable Discharge, or an Associate's Degree, 2 pt. for a Bachelor's Degree or Master Peace Officer License, and 3 pts. for a Master's Degree. Candidates are eligible only for the highest educational/certification/military points qualified for under this section (I.A.4). Points under this section will be added to a candidate's score only after he/she completes the written and assessment components of the process with a combined score of 70 or higher.

B. If the number of candidates passing the Written Test is equal to or less than the number of Sergeant vacancies at the time the written test is given, the passing Written Test score, seniority and any applicable points listed in section I.A.4 will be the sole determinant to establish the eligibility list for Sergeant.

C. The written examination shall be given in accordance with 143 and Local Rules. The Waco Police Association will have input regarding the test material with final approval from the Chief.

1. The maximum total percentage possible for the exam is 60.
2. Candidates taking the written exam and passing with at least 70% correct answers are eligible to participate in the Assessment Center process.
3. The total number of percentage earned with the passing written exam will be added to the total number of percentage earned in the Assessment Center process.
4. Except as in I.B. above, tie scores and ranking will not be decided for the Written Test but will be part of the final tabulation for candidates passing the process once all components are completed.

5. Appeals to the Written Test will be handled using 143 and Local Rules and will be decided by the Civil Service Commission prior to the beginning of the Assessment Center process.

D. The Assessment Center process

1. The Assessment Center shall be conducted by an Independent Contractor who is independent of the City of Waco and the Waco Police Department.
 - a. The Contractor shall have expertise and experience with references in the design and administration of police promotion assessment centers.
 - b. The Contractor will be selected by the Chief with input from the Waco Police Association President or his designee.
 - c. The Contractor will develop 3-5 performance exercises for candidates participating in the Assessment Center. The type and number of performance exercises will be selected by the Chief with input from the Waco Police Association President or his designee and provided to the candidates prior to the Assessment Center.
 - i. Performance dimensions to be measured may include but are not limited to: Integrity, Leadership, Judgment, Interpersonal Relations, Communication (oral and written), Initiative, Adaptability, Decisiveness, Problem Analysis and Problem Solving.
 - ii. Performance exercises may include but are not limited to: Written, Oral Presentation, Group Exercise, In-Basket, and Structured Interview.
 - d. The Contractor will provide candidates an orientation no later than 24 hrs. before the beginning of the Assessment Center.
 - e. The Contractor will provide training to Assessors prior to the Assessment Center.
2. The Independent Contractor will select a minimum of three (3) Texas Licensed Police Officers as Assessors from Texas Cities with a population of at least 100,000 or more.
 - a. Assessors will be required to disclose in a disclosure statement their personal knowledge of any of the Waco candidates or the Chief or any other person involved in their selection as an Assessor. Assessors will not personally know any of the Waco candidates.
 - b. The Independent Contractor will present the list of Assessors, their background and their disclosure statement to the candidates involved in the Assessment Center.
 - i. Candidates may object to any Assessor by filing a written objection to the Chief stating the cause for their objection.

- ii. The Chief will consider the objection and make the final decision.
 - c. Selected Assessors will be in a rank comparable to or higher than the rank of Waco Police Sergeant.
 - d. To the extent possible, the selected Assessors will be diverse related to gender, race and ethnicity. However, the final group of Assessors selected and approved will be best qualified and available.
 - e. There will not be any discussion allowed among the Assessors with department personnel about any of the Waco candidates before or during the assessment process. All assessment documents will be submitted to the facilitator/contractor to merge into a final conclusion. The Independent Contractor will tabulate the results of the assessment process into a numerical score for each candidate.
 - f. The Waco Police Association President or his designee will be made available as a point of contact during the assessment process.
3. The Waco Police Association may select one Grade I or Grade II Association member to observe any of the performance exercises.
- a. If the Association elects to designate an observer the Chief may also designate a Grade I or Grade II officer as an observer.
 - b. Candidates in the exercises will know the identity of the observers.
 - c. The observers will not sit in on any other part of the assessment process.
4. The maximum number of points possible for the assessment process is 40.
5. The total number of points earned by candidates in the Assessment Center will be added to the total number of points earned by candidates passing the Written Test.

II. Tabulation of Final Score and Ranking

- A. Candidates must have a cumulative score of 70% from adding the Written Test score with the Assessment Center score to pass and to be ranked on the final list as eligible for promotion.
- B. Candidates with a combined score of 70 or higher will add to that score 1 point for every full year of Seniority in the Rank of Waco Police Officer up to 10 points, as well as any points they are eligible for under section I.A.4.
- C. The scoring process can be illustrated using the example of a 6-year officer who was honorably discharged from the Marines, and who holds a bachelor's degree. This candidate scores 75% on the written exam and 80% in the assessment process. The math calculations would be as follows:

1. $.75$ (written score) \times $.60$ (written score weight) \times 100 pt. scale
= 45 points
2. $.80$ (assessment score) \times $.40$ (assessment weight) \times 100 pt.
scale = 32 points
3. One point is added for each year of seniority as an officer = 6
points
4. Points added for education (higher than 1 point for military) = 2
points
5. The sum of the four components is totaled: $45 + 32 + 6 + 2 = 85$
points

D. Tie scores for the final tabulation including Written Test, Assessment Center, Seniority and Education will be decided according to 143 and Local Rules by using the existing tie breaking method and applying that to the passing Written Test score for the candidates.

E. The list of candidates passing the alternative test process will be rank ordered when the final scores are tabulated. Rank order will be with the person having the highest final score being number one, the person having the second highest final score being number two and so forth.

F. The Chief retains the right to consider the top 3 candidates in their order on the list and bypass using the same process outlined in 143.

G. The eligibility list for promotion under this alternative promotional test process will be in effect one year from the date the final list is established, or the list is exhausted, whichever comes first.

III. Appeal

A. Candidates may appeal any part of the Assessment Center process to the Civil Service Commission once the process is completed and a final score and eligibility list has been established.

B. Appeals must be filed and will be handled according to existing rules in 143 and Waco Local Rules.

EXHIBIT C

ALTERNATIVE PROMOTIONAL PROCESS TO ADD AN ASSESSMENT CENTER IN THE TESTING PROCESS FOR THE RANK OF POLICE COMMANDER

I. Procedure

A. Except as in I. B. below, the promotional test procedure will consist of four components which will result in a final score of not more than 113 points.

1. A written examination consisting of multiple-choice questions, based on material related to the specific position to be filled, worth a maximum total of 40 percent on a 100 point scale, and
2. An Assessment Center worth a maximum total of 60 percent on a 100-point scale, and
3. Seniority Points: 1 point for every full year of service as a Waco Police Sergeant with a maximum of 10 points for 10 years of service.
4. Military and Educational Points:
 - a. 1 point for military service with an Honorable Discharge,
 - b. 1 point for an Associate's Degree,
 - c. 2 points for a Bachelor's Degree
 - d. 2 points for Master Peace Officer License, and
 - e. 3 points. for a Master's Degree.
 - f. Candidates are eligible only for the highest educational/certification/military points qualified for under his section (I.A.4). Points under this section will be added to a candidate's score only after he/she completes the written and assessment components of the process with a combined score of 70 or higher.

B. If the number of candidates passing the Written Test is equal to or less than the number of Commander vacancies at the time the written test is given, the passing Written Test score, seniority and any applicable points listed in section I.A.4 will be the sole determinant to establish the eligibility list for Commander.

C. The written examination shall be given in accordance with 143 and Local Rules. The Waco Police Association will have input regarding the test material with final approval from the Chief.

1. The maximum total points possible for the exam are 40. Candidates taking the written exam and passing with at least 70% correct answers are eligible to participate in the Assessment Center process.
2. The total number of points earned with the passing written exam will be added to the total number of points earned in the Assessment Center process.

3. Except as in I.B. above, tie scores and ranking will not be decided for the Written Test but will be part of the final tabulation for candidates passing the process once all components are completed.
4. Appeals to the Written Test will be handled using 143 and Local Rules and will be decided by the Civil Service Commission prior to the beginning of the Assessment Center process.

D. The Assessment Center process

1. The Assessment Center shall be conducted by an Independent Contractor who is independent of the City of Waco and the Waco Police Department.
 - a. The Contractor shall have expertise and experience with references in the design and administration of police promotion assessment centers.
 - b. The Contractor will be selected by the Chief with input from the Waco Police Association President or his designee.
 - c. The Contractor will develop 3-5 performance exercises for candidates participating in the Assessment Center. The type and number of performance exercises will be selected by the Chief with input from the Waco Police Association President or his designee and provided to the candidates prior to the Assessment Center.
 - i. Performance dimensions to be measured may include but are not limited to: Integrity, Leadership, Judgment, Interpersonal Relations, Communication (oral and written), Initiative, Adaptability, Decisiveness, Problem Analysis and Problem Solving.
 - ii. Performance exercises may include but are not limited to: Written, Oral Presentation, Group Exercise, In-Basket, and Structured Interview.
 - d. The Contractor will provide candidates an orientation no later than 24 hrs. before the beginning of the Assessment Center.
 - e. The Contractor will provide training to Assessors prior to the Assessment Center.
2. The Independent Contractor will select a minimum of three (3) Texas Licensed Police Officers as Assessors from Texas Cities with a population of at least 100,000 or more.

- a. Assessors will be required to disclose in a disclosure statement their personal knowledge of any of the Waco candidates or the Chief or any other person involved in their selection as an Assessor. Assessors will not personally know any of the Waco candidates.
 - b. The Independent Contractor will present the list of Assessors, their background and their disclosure statement to the candidates involved in the Assessment Center.
 - i. Candidates may object to any Assessor by filing a written objection to the Chief stating the cause for their objection.
 - ii. The Chief will consider the objection and make the final decision.
 - c. Selected Assessors will be in a rank comparable to or higher than the rank of Waco Police Commander.
 - d. To the extent possible, the selected Assessors will be diverse related to gender, race and ethnicity. However, the final group of Assessors selected and approved will be best qualified and available.
 - e. There will not be any discussion allowed among the Assessors with department personnel about any of the Waco candidates before or during the assessment process. All assessment documents will be submitted to the facilitator/contractor to merge into a final conclusion.
 - f. The Waco Police Association President or his designee will be made available as a point of contact during the assessment process.
3. The Waco Police Association may select one Grade I or Grade II Association member to observe any of the performance exercises.
 - a. If the Association elects to designate an observer the Chief may also designate a Grade I or Grade II officer as an observer.
 - b. Candidates in the exercises will know the identity of the observers.
 - c. The observers will not sit in on any other part of the assessment process.
4. The maximum number of points possible for the assessment process is 60.
5. The total number of points earned by candidates in the Assessment Center will be added to the total number of points earned by candidates passing the Written Test.

II. Tabulation of Final Score and Ranking

- A. Candidates must have a cumulative score of 70% from adding the Written Test score with the Assessment Center score to pass and to be ranked on the final list as eligible for promotion.
- B. Candidates with a combined score of 70 or higher will add to that score 1 point for every full year of Seniority in the Rank of Waco Police Sergeant up to 10 points, as well as any points they are eligible for under section I.A.4.
- C. The scoring process can be illustrated using the example of an 8- year sergeant who was honorably discharged from the Air Force, and who holds a bachelor's degree. This candidate scores 85% on the written exam and 80% in the assessment process. The math calculations would be as follows:
 - 1. $.85$ (written score) \times $.40$ (written score weight) \times 100 pt. scale = 34 points.
 - 2. $.80$ (assessment score) \times $.60$ (assessment weight) \times 100 pt. scale = 48 points.
 - 3. One point is added for each year of seniority as a sergeant = 8 points
 - 4. Points added for education (higher than 1 point for military) = 2 points
 - 5. The sum of the four components is totaled: $34 + 48 + 8 + 2 = 92$ points
- D. Tie scores for the final tabulation including Written Test, Assessment Center, Seniority and Education will be decided according to 143 and Local Rules by using the existing tie breaking method and applying that to the passing Written Test score for the candidates
- E. The list of candidates passing the alternative test process will be rank ordered when the final scores are tabulated. Rank order will be with the person having the highest final score being number one, the person having the second highest final score being number two and so forth.
- F. The Chief retains the right to consider the top 3 candidates in their order on the list and bypass using the same process outlined in 143.
- G. The eligibility list for promotion under this alternative promotional test process will be in effect one year from the date the final list is established, or the list is exhausted, whichever comes first.

III. Appeal

- A. Candidates may appeal any part of the Assessment Center process to the Civil Service Commission once the process is completed and a final score and eligibility list has been established.
- B. Appeals must be filed and will be handled according to existing rules in 143 and Waco Local Rules.

EXHIBIT D

Section 1.

a. Effective with the approval and authorization to execute this Agreement by the City Council, the City shall adopt a Civil Service Grade and Step Compensation Plan ("the Plan") as set out in the attached Exhibit "A" for Waco police officers which will provide for a general salary increase, effective on October 1, 2023, that are calculated to bring Waco PD officer salaries to a level of 95% of the average mid-point salary level of the eight selected comparable cities based on a "Market Comparison Approach". Thereafter, salary increases for years two and year three of this agreement will be established by the "Market Comparison Approach". A Market Salary Comparison will be established annually based on the comparative "mid-point average" for each equivalent rank level of the following eight selected comparable cities in Texas: 1.) Arlington, 2.) Austin, 3.) College Station, 4.) Dallas, 5.) Denton, 6.) Fort Worth, 7.) Lubbock, and 8.) Round Rock.

b. The parties agree that pursuant to the methodology explained in Section (4) Step One and Step Two listed below, the City shall identify police officers' target salaries for Fiscal Year 2024-25 to bring police officer's pay equivalent to 97.5% of the "average mid-point" salary level of the eight other cities as of the date of the annual index described below. The City, pursuant to available resources, City Council approval, and state law shall then adopt a new Compensation Plan for Fiscal Year 2024-25.

c. The parties agree that pursuant to the methodology explained in Section (4) Step One and Step Two listed below, the City shall identify police officers' target salaries for Fiscal Year 2025-26 to bring police officer's pay equivalent to 100% of the "average mid-point" salary level of the eight other cities as of the date of the annual index described below. The City, pursuant to available resources, City Council approval, and state law shall then adopt a new Compensation Plan for Fiscal Year 2025-26.

d. The "Mid-point Average" of the eight cities shall be calculated as follows:

• Step One The applicable pay levels to be used include equivalent ranks below the level of the Chief of Police but shall not include non-commissioned personnel such as police recruit. The Waco PD classifications of Police Officer Grade I, Police Sergeant Grade II, Police Commander Grade III and Police Assistant Chief Grade IV will be compared to the mid-point average of comparable classifications for each appropriate classification rank for the eight selected cities. The applicable pay levels to be used for comparison to Waco Police Officer Grade I shall be below the level of first line supervisor but should include positions that may have equivalent functions but have different names such as senior officer or corporal. The "mid-point average" will be determined for each rank individually of each of the eight cities by adding all the monetary values in the equivalent pay scale for each rank and then dividing the sum by the total number of values in each rank. The "Mid-Point Average" salary level of each rank of the eight cities will then be added together and divided by 8 to produce The "Market Mid-Point Average" salary level index for each rank to be compared to Waco PD. The "Market Mid-Point Average" salary level will be calculated separately for each of the Police Officer Classifications Grade I through Grade IV as explained above.

The measured amount will include the maximum rate paid during the year, e.g., if there is an increase at the mid-year, the higher amount paid after the increase would be used for the entire year if the increase has been adopted by the subject city's governing body and the information is available to the public at the time that calculations are finished.

Step Two "The Market Mid-Point Average" salary level index amount of the eight cities will be compared to Waco PD Police Officers in each Pay Grade, 901 through Pay Grade 904.

The difference of the target percentage of mid-point average for the eight cities as described in Section 1 portions b and c when compared to the Waco PD mid-point averages shall serve as the across-the-board percentage increase, that subject to available City of Waco resources, City Council approval, and state law, will be applied to Waco PD Officers' compensation.

e. Notwithstanding the above formula, the parties agree that the City may cap the annual Market Salary Comparison index growth rate at no more than 10% each year in year 2 and year 3 of this agreement.