



Meet and Confer Agreement

BETWEEN THE CITY OF SAN ANGELO
AND
THE SAN ANGELO POLICE OFFICERS COALITION

October 1, 2025 through September 30, 2026

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This Agreement is to be effective for the period of October 1, 2025 through September 30, 2026, and is entered into in Tom Green County, Texas by and between the City of San Angelo and The San Angelo Police Officers Coalition pursuant to the authority of Chapter 142 of the Texas Local Government Code.

The parties hereby agree as follows:

Article I. Definitions

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

Agreement shall mean the Meet and Confer Agreement for the period of October 1, 2025 through September 30, 2026.

Break in Service shall mean the event which occurs when an officer resigns from their position with the SAPD, retires from the SAPD, or is indefinitely suspended from the SAPD and the indefinite suspension is upheld pursuant to the appeal process or the timeframe for the appeal has expired and not appeal is filed. A temporary suspension does not create a break in service.

City shall mean the City of San Angelo, Texas.

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

Police Officer and **Officer** shall mean a member of the San Angelo Police Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code or with the provisions of the Meet and Confer Agreement if hired on or after October 1, 2025.

SAPOC shall mean the San Angelo Police Officers Coalition.

SAPD shall mean the San Angelo Police Department.

Seniority shall mean years, months, and days of service with the SAPD that have elapsed since the date of an officer's commission with the SAPD. Unless provided otherwise in this Agreement, in determining seniority, temporary suspension days will be subtracted from an officer's length of service, and that deduction may be used to break what otherwise might be a tie on a promotion exam score or other purpose for which seniority is used by SAPD.

TCOLE shall mean the Texas Commission on Law Enforcement.

TLGC shall mean the Texas Local Government Code.

Article II. Recognition

Section 1. M & C Agent Recognized.

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

Section 2. Officers Excepted.

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

- (a) Chief of Police of the SAPD,
- (b) Assistant Chiefs and appointed Deputy Chiefs of the SAPD, who are excluded under Section 142.058(b) of TLGC; and
- (c) All police officers within the Airport, the City Marshal's department, and the Fire Marshal's Office.

Section 3. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 142 or 143, TLGC, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 142 or 143, TLGC, or any other civil service provision or statute.

Article III. Hiring Process

Section 1. Applicability.

This Article applies only to applicants applying for beginning positions and previously commissioned officers applying for lateral transfer with SAPD.

Section 2. Applicants (Non-Certified).

- (a) Application with City:
 - 1. Applications pre-screened for immediate disqualifiers as determined by the Department that would eliminate applicant for employment (pass/fail).
 - 2. Maximum age of 45 at the time of application.

3. Qualifying applicants proceed to the Physical Agility exam.
- (b) Physical Agility Test:
1. Pass/fail.
- (c) Civil Service Exam:
1. The Civil Service Exam will now be open testing, allowing for the Department to accept and process applications, conduct background examinations, and hire Recruits throughout the year as long as there is a vacancy or expected vacancies.
 2. Applicants are required to take a written or electronic test which is graded with a numerical score.
 3. A minimum score of 70 (without military or loyalty points) is required in order to pass the exam.
 4. An eligibility list will not be created. A ranking roster will be determined upon completion of the academy.
- (d) Background Process and Personal History Statement (PHS):
1. Pass/fail
- (e) Oral Board Composition
1. An Oral Board shall be created composed of the following members:
 - Chief or designee
 - Training Supervisor or designee
 - Civil Service Director or designee
 - Representative from Association
 - Supervisor
 - Two (2) Officers
- (f) Oral Board Selection Process:
1. Applicants who pass background will be interviewed.
 2. Each interviewer will score the applicant based on the overall conduct of the applicant.
 3. The sum of the scores will be turned in for tally.

4. The highest and lowest scores will be discarded and the final sum of remaining scores will be used for a pass/fail.
5. All applicants who “pass” the oral board will interview with the Chief of Police, who will ultimately determine if the applicant is extended a conditional job offer for Police Recruit.
6. Conditional offers of employment are contingent on successfully completing a medical, physical, and psychological exam, as required by TCOLE and the City of San Angelo.

(g) Class Ranking

1. A ranking roster will be created to establish seniority within the Police Department.
2. A Recruit’s position on the ranking roster will be determined by their overall score from the Police Academy, including military or loyalty points, if applicable.
3. A maximum of five (5) military or loyalty points will be added to the overall score from the Police Academy.
 - a. Five (5) military points are awarded to recruits who have served in the armed forces of the United States for at least two (2) years and who have received an honorable discharge.
 - b. Five (5) military points are awarded to recruits who are or who have served in one of the reserve components of the armed forces of the United States for at least two (2) years and has a letter from their unit commander indicating they are in good standing, or have discharge paperwork indicating an honorable discharge.
 - c. Five (5) loyalty points are awarded to Recruits who have served as department (SAPD or Public Safety Communications) employees for two (2) years prior to being hired as a Recruit.
4. Whenever two (2) or more Recruits attain the same final grade, the tie will be broken by date of original application.

Section 3. Certified Officers or Lateral Transfers.

(a) Application with City

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

(b) Applicants shall hold a peace officer certificate.

- (c) Maximum age of 56 at the time of application.
- (d) Physical Agility Test:
 - 1. Pass/fail
- (e) Background Process and Personal History Statement (PHS):
 - 1. Pass/fail
- (f) Oral Board Selection Process:
 - 1. Applicants who pass background are interviewed.
 - 2. Each interviewer will score the applicant based on:
 - a. Their responses to each standardized question.
 - b. The sum of the scores will be turned in for tally.
 - c. The highest and lowest scores will be discarded and the final sum of remaining scores will be used for a pass/fail.
 - 3. All applicants who “pass” will be ranked after all applicants are interviewed and the final selections are made based on the number of open positions.

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

- (a) Newly hired TCOLE-certified police officers, who have prior law enforcement experience in a comparable law enforcement agency as determined by the Chief of Police, will receive Police Officer compensation that reflects the officer’s certification level in accordance with adopted pay schedules.
- (b) Nothing in this Article allows for use of prior service with another law enforcement agency for purposes of seniority, longevity, or promotions.
- (c) Newly hired TCOLE-certified police officers, who have prior law enforcement experience in a comparable law enforcement agency as determined by the Chief of Police shall not be eligible for promotion for four years.

Section 5. San Angelo Police Department Academy requirement.

At the sole discretion of the Chief of Police, experienced entry level officers may be required to attend and successfully complete part or all of the San Angelo Police Academy training for new officers.

Section 6. Preemption.

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

Article IV. Probationary Period

Section 1. Applicability

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

Section 2. Police Recruits

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

Section 3. Probationary Police Officers.

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

Section 4. Preemption.

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

Article V. Part-Time Police Officers

Section 1. Applicability.

This Article applies only to the SAPD.

Section 2. Part-Time Employment of Police Officers.

- (a) The SAPD may employ as part-time employees TCOLE-certified officers who have honorably separated as full-time Texas Peace Officers with a minimum of five (5) years' experience in Texas or a minimum of two (2) years' experience with the SAPD. Part-time employment is discretionary and is subject to the needs of the SAPD. Such part-time employees are at-will employees, and they are not Civil Service employees.
- (b) Part-time officers will work as assigned by the Chief of Police or his designee. Part-time officers are subject to the supervision of the chain of command of their particular assignment and are subject to all the rules and procedures of the SAPD.
- (c) Part-time officers will be hired to supplement the number of full-time positions authorized by the City Council as set out in Section 2.1502 of the City Code. The employment of these part-time officers will not result in a temporary or permanent reduction in that number of positions currently authorized.
- (d) Approval of part-time officers will be subject to adequate funding and approved by the City Manager.

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

- (a) Part-time officers employed by the SAPD will receive a rate of pay commensurate with their TCOLE proficiency certification. They will not receive any additional compensation such as longevity and education incentive pay. They will not be eligible for pay step increases nor be eligible for promotions.
- (b) Part-time officers may work no more than nine hundred and ninety-nine (999) hours per calendar year.

Section 4. Outside Law Enforcement Employment.

Part-time officers of the SAPD may be assigned to off-duty law enforcement employment at the Chief's discretion.

Section 5. Application Process and Requirements.

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

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

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

Section 6. Exclusion from City Benefits.

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

Section 7. Preemption.

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

Article VI. Assessment Center

Section 1. Applicability.

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

Section 2. Assessment Center Process for Promotion to the Ranks of Sergeant and Lieutenant.

Officers who pass the Sergeant's or Lieutenant's written promotional examination with a score of 70% or higher, exclusive of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

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

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

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

In-Basket

Problem Solving/Analysis

Written and Oral Resumes/Structured Interviews

Role-Playing

Memo/Report Writing

Oral Presentation/Plan Preparation

Staff Meeting

Special Event/Operations, or

Any other exercise the consultant recommends.

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

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

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

(e) Shall have four years of experience in the promoted or equivalent rank and intermediate certification for sergeants and advanced certification for lieutenants; and

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

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

The assessors will evaluate the applicants, awarding up to one hundred (100) points to each. Nothing in the assessment center process may be appealed either to the Civil Service Commission, hearing examiner, or the District Court.

Section 3. Confidentiality

Neither the Chief of Police or the Civil Service Director may have any contact with the assessors regarding the assessment center or any candidate for promotion except as part of the assessment process. The process and all information related to candidates shall remain confidential until the conclusion of the assessment center.

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

Applicants shall have six years as an officer and a minimum intermediate certification to promote to Sergeant.

Must have four years in rank of Sergeant and a minimum of advanced certification to promote to Lieutenant.

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

Written examination points:

Maximum exam points 100\100

Maximum seniority points +10\0*

Total maximum points: 110\100

Assessment Center:

Assessment Center points 100\100

Total maximum points: 100\100

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

(Written examination points + seniority points) x .60 adjustment factor

+

(Assessment Center Points) x .40 adjustment factor

=

Total points for promotion list**

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

Section 5. Exception to Assessment Center.

The assessment center process shall not be utilized in the event the number of candidates for the rank does not exceed the number of vacancies.

Section 6. Preemption.

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

Article VII. Promotion to Deputy Chief

Section 1. Two Deputy Chiefs

(a) Upon identification of available funding, the Chief of Police may appoint two (2) Deputy Police Chiefs. Deputy Police Chief appointments shall be promoted only from the Civil Service rank of Lieutenant.

(b) Should this Meet and Confer Agreement expire or should this Article not be included in a subsequent Meet and Confer Agreement, then the Deputy Chief positions, if filled, shall return to the rank of Lieutenant.

Section 2. Preemption.

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

Article VIII. Compensation

Section 1. Applicability.

This Article applies only to the SAPD officers.

Section 2. Compensation.

(a) The City shall adopt the compensation plan as set out in the attached Appendix I, which will become effective for all members of the SAPD covered by this agreement who are employed on the date of full execution of this agreement.

(b) In addition to the compensation set out in Appendix I, each member of the SAPD covered by this Agreement shall be entitled to a one-time signing stipend in the amount equal to \$71,136.00 inclusive of taxes and benefits divided by the number of officers covered by this Agreement and employed by SAPD on the date of full execution of this agreement.

(c) It shall be the officer's responsibility to report the status of license change to Police Administration on a form agreed upon by Police Administration and Human Resources. The City is not responsible for the payment of back pay for the delinquent reporting of change in status. Compensation will be increased beginning the pay period that the report is submitted to Police Administration.

(d) The parties adopt and agree to the Sick Leave Payout Policy attached hereto and incorporated herein for all purposes as Appendix II. It is intended that the Sick Leave Payout Policy specifically preempts TLGC Section 143.045 to the extent of any conflict.

(e) In computing the hours in a work week or the average number of hours in a work week during a work cycle of a police officer, vacation time, holiday leave, compensatory time off, jury duty, military leave, emergency leave, WOW days and United Way Days, shall be included as hours worked.

Section 3. Funding Obligations.

The City agrees to include in the proposed budget for 2025-2026 a plan for compensation equal to or greater than the compensation plan set out in Appendix I and will fully and promptly perform all 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. In the event the City of San Angelo cannot meet its funding obligations as provided in the State Constitution, this entire Agreement becomes null and void.

Section 4. Preemption.

In the event that any provision of this Article conflict or are inconsistent with any applicable provisions of Chapter 143 of the Texas Local Government Code, including but not limited to Sections 143.041(b) and 143.045 or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly authorized amendment thereto shall prevail notwithstanding any such provision of Chapter 143 of the Texas Local Government Code or any other civil service provision or statute.

Article IX. Administrative Investigations and Rights of Officers

Section 1. Effect of Article.

The following provisions shall apply to the administrative investigation of complaints based on alleged misconduct and/or other actions by Department officers. To the extent of any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local Government Code and provisions of Chapter 614 of the Texas Government Code, the provisions of this Agreement shall control. To the extent of any conflict between this Article and any other provision of this Agreement, this Article shall control.

Section 2. Definitions In this Article:

- (a) The term "complaint" means any signed written document by the complainant setting forth allegations that form the basis of future allegations of misconduct or other violations of policy against an officer and which serves as the basis for initiating an investigation.
- (b) The term "investigation" means an administrative fact-finding investigation of a complaint based on alleged misconduct or other violations of policy by an officer that could result in disciplinary action.
- (c) The term "investigator" means an agent or employee of the Department, City, or an Independent Investigator who participates in investigating.
- (d) The term "statement" means any written communication setting forth particulars or facts regarding the alleged misconduct under investigation.
- (e) The term "evidence" means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a "complaint."
- (f) The term "counsel/representative" means the officer's attorney.

(g) The term “Buddy Officer” means an officer on the department chosen by the officer being investigated. The primary purpose of the Buddy Officer is to assist the officer under investigation as a support system to maintain the physical and mental health of officers that are being investigated and as such are allowed to conduct this duty while on their regular tour of duty.

(h) The term “Disciplinary Action” means suspension, indefinite suspension, demotion in rank, or any combination of those.

Section 3. Access to Complaint, Officer’s Statement and Related Procedures.

(a) Not less than forty-eight (48) hours before the officer who is the subject of an investigation provides an initial statement to an investigator, the officer shall be provided a copy of the complaining party's original statement of complaint. The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct or other wrongdoing under investigation the investigator must inform the officer in writing of the additional allegations being investigated. This section does not prohibit additional complaints from being investigated if they arise during the investigation. The 48-hour notice period shall not be extended if additional complaints arise during an interview with the officer. The 48-hour notice period shall reset or be extended as necessary if additional complaints arise prior to the interview with the officer. After the officer is advised in writing of his right to consult with an attorney, this 48-hour rule may be waived by the officer in writing. This paragraph does not apply to a hearing at which discipline is rendered or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against the officer.

(b) An officer is entitled to a copy of his/her statement to the investigator at the time when the statement is finalized and signed by the officer, but the statement remains confidential in the hands of the officer pursuant to TLGC Sec. 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with his/her attorney or his Buddy Officer.

(c) Nothing in this Article shall be construed as requiring the Department to provide or make available for review by the officer or his/her representative any evidence from criminal investigations by the Department. No criminal investigation material that is part of the investigation case file can be released if a criminal investigation or judicial proceeding is pending or has been conducted, unless required by law, court order, or subpoena.

(d) Neither the officer nor his/her representative will be permitted to make copies of any witness statements, audio tapes, photographic or videotape evidence reviewed, except as provided in Sections 3(a) and 3(b) above.

(e) Not less than forty-eight (48) hours before any administrative hearing conducted for the purpose of determining whether the department shall take disciplinary action against an officer for alleged misconduct or other wrongdoing, the officer and his representative shall be allowed up to five (5) hours to review any and all evidence gathered or obtained during the investigation, and not previously reviewed by the officer. The evidence available for review shall include the administrative investigation report. Evidence does not include attorney client communications. Neither the officer nor his representative will be permitted to make copies of any of the evidence reviewed.

(f) The administrative investigation report provided to the officer for review shall include the applicable violation categories under the San Angelo Police Policy Manual - "Disciplinary Matrix", as amended. In making the final decision as to discipline, if any, the Chief shall not be restricted to the alleged policy violations and/or the range of discipline provided pursuant to this subsection.

(g) An officer notified of an investigation into their conduct may select a Buddy Officer. The Buddy Officer may not be someone involved as the subject, witness, or investigator in the investigation and should not be involved in the investigation in any way. Statements made to a Buddy Officer by the officer under investigation are confidential and they may not be ordered to speak to anyone else about the content of communication with the officer under investigation. If statements of criminal conduct, or any items the Buddy Officer is required to report by law, are made to the Buddy Officer, they shall report them in the appropriate manner to the Department and any other agency required by law immediately.

Section 4. Confidentiality of Records and Misuse of Information.

The access to records provided in Section 3 of this Article has been granted in exchange for the following agreements intended to ensure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

(a) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of the officer, against the author of an Internal Affairs statement is strictly prohibited. If the Department head finds a violation of this subsection has occurred, it shall result in either a temporary or indefinite suspension.

(b) Information remains confidential in the hands of the officer pursuant to TLGC Sec. 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with his/her attorney or his Buddy Officer.

(c) If an officer is suspended pursuant to this Section, the officer shall have the right to appeal the suspension pursuant to Article X.

Section 5. Right to Representation for Complaints.

An officer who is the subject of an investigation shall have the right to be represented by an attorney of the officer's choice during any interviews provided the attorney complies with the interview protocol of the investigation. The interview protocol shall be determined at the sole discretion of the investigator or Chief. A minimum of 48 hours' notice of an interview must be provided to an officer, however, the officer can waive the notice if they choose. Under no circumstances shall an interview be required of the officer without the notice required under this section. In no way shall the availability of an attorney to be present cause a delay beyond the initial 48 hour time period that an officer is notified that an interview is needed.

Section 6. Violation of Officer's Rights.

If the department or any investigator violates any of the provisions of this article while conducting an investigation, the violation may be considered by the Civil Service Commission or a Hearing Examiner in any disciplinary appeal hearing if the violation substantially impaired the officer's ability to defend against the allegations of misconduct or other wrongdoing as determined by the Civil Service Commission or Hearing Examiner respectively.

Section 7. Scheduling of Interviews.

If the Investigator and the officer mutually agree upon a time and date for an interview that complies with this article, they may schedule the interview outside of the normal working hours for the officer provided the Department pays the officer Overtime for attending the interview.

Section 8. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.010, 143.052, 143.053, 143.054, 143.055, 143.056, and 143.057, 143.089, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

Article X. Discipline

Section 1. Applicability.

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

Section 2. **Appealable and Non-Appealable Suspensions.**

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

The parties agree that when an officer is suspended for forty (40) hours or less, they may choose one of two methods of dealing with the suspension as listed below.

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

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

Section 3. **Suspensions of Forty-One (41) to One Hundred Twenty (120) Hours**

The Parties agree that when an officer is suspended for forty-one (41) to one hundred twenty (120) hours, they may choose one of two methods of dealing with the suspension as listed below.

(a) **Suspensions that are not appealed.** The Department Head may allow an officer 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. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article XI regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.

(b) **Suspensions that may be appealed.** The officer may appeal the suspension to the Civil Service Commission or a Hearing Examiner as provided in TLGC, section 143.057.

Section 4. **Suspensions of One Hundred Twenty-One (121) to Seven Hundred Twenty (720) Hours**

(a) **Mutually Agreed.** Either the Department Head or the officer facing discipline may offer to impose or accept a suspension without pay for a period from one hundred twenty-one (121) to seven hundred twenty (720) hours. If the officer accepts the mutually agreed suspension, there shall be no right to appeal the suspension nor right to bring a contract dispute under Article XI regarding the suspension to any administrative or

judicial body and the officer must sign a waiver of appeal. It is also understood and agreed that if the Department Head permits the forfeit of vacation or holiday time, either in full or partial satisfaction of the suspension, said allotted vacation or holiday time shall be considered as equal discipline to unpaid hours of suspension. Approval of use of vacation or holiday time will be noted in the suspension paperwork. In no case will sick leave be substituted for unpaid hours of suspension. The forfeited vacation or holiday time will not constitute hours worked.

(b) **Non-Agreed.** If the Department Head imposes a suspension under this section, the officer may appeal to the Commission or to a Hearing Examiner as provided in TLGC, section 143.057, may be selected.

Section 5. Alternative Discipline by Agreement

In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer the opportunity to enter into an alternative disciplinary agreement. Under the agreement the Department Head may offer lesser discipline than what the Department Head would have otherwise imposed, including temporary suspension in lieu of indefinite suspension, under the condition that the officer accept and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head. The program of counseling and/or rehabilitation will be completed on the officer's off duty time, unless the Department Head approves the use of accrued vacation leave, holiday leave, or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involved alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer accepts the opportunity for agreed alternative discipline, the officer may not appeal any terms of the Agreement nor the disciplinary action. If the officer fails to successfully complete the program of counseling and/or rehabilitation, the officer may be indefinitely suspended, or ordered to serve the full temporary suspension that would have originally been rendered, without right of appeal and without right to bring any contract dispute under Article XI regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Local Government Code Section 143.057 Hearing Examiner Retained for Suspensions

Subject to the terms herein, the City recognizes that during the term of this Agreement officers have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the TLGC. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action.

Section 7. Procedures for Hearings before Commission and Hearing Examiners

It is expressly agreed that Commission hearings and hearings before Hearing Examiners under 143.057, are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically, it is understood that neither the Texas Rules of Evidence (TRE) nor the Texas Rules of Court (TRC) apply to such hearings. The burden of proof shall be by a preponderance of the evidence.

Section 8. Appeal Procedures before Hearing Examiners

In any proceeding before a hearing examiner, the following procedures shall be followed:

- (a) The Department shall furnish the charge letter to the hearing examiner by delivering a copy far enough in advance, so that the hearing examiner receives the copy at least five (5) business days before the start of the hearing.
- (b) The officer may furnish a position statement to the hearing examiner by delivering copies to the hearing examiner and to the Department far enough in advance, so that the hearing examiner and the Department receives the copies at least five (5) business days before the start of the hearing.
- (c) At the close of the presentation of evidence to a TLGC 143 Hearing Examiner, the Hearing Examiner shall render a decision within ten (10) working days. Post submission briefs shall only be allowed by mutual agreement of the Parties.

Section 9. Submission of Briefs in Lieu of a Hearing

- (a) If the officer and the City agree, the appeal may be decided through the submission of written briefs to the Civil Service Commission or a Hearing Examiner, without holding a public hearing. The Agreement shall be reduced to writing and signed by the officer and the Police Chief, or their respective representatives.
 - (1.) The parties shall endeavor to agree to the parameters of the briefs, including the submission of exhibits, affidavits and issues to be decided.
 - (2.) Written briefs shall be submitted within thirty (30) calendar days of the date the written agreement is signed.
 - (3.) Reply briefs shall be submitted within fifteen (15) calendar days of the date the initial brief is submitted.
 - (4.) No additional briefs shall be allowed except upon permission of the Hearing Examiner / Civil Service Commission Chairperson.
 - (5.) The parties may mutually agree to extend the time periods; however, if no agreement is reached, additional time shall be granted to the parties only under extraordinary circumstances as determined by the Hearing Examiner / Civil Service Commission Chairperson.

(6.) The Hearing Examiner/ Civil Service Commission Chairperson may hold a telephone conference call(s) with the parties to address the contents of the briefs or any other relevant issues.

b) If the parties do not agree to decide the appeal through the submission of briefs, the appeal shall proceed to a public hearing as provided for in TLGC Chapter 143 and this Agreement.

c) The Hearing Examiner / Civil Service Commission shall endeavor to issue a ruling within thirty (30) calendar days after the receipt of the final briefs. This provision specifically supersedes the statutory requirement in TLGC Chapter 143 that the Commission must issue its decision on the same day a case is heard.

d) Failure of the Hearing Examiner / Civil Service Commission to meet their obligations as set out in this Subsection does not jeopardize the rights of either the City or the officer.

Section 10. Access to Internal Affairs File

If an officer appeals discipline, and provides a written request, the City will provide to the officer, or their legal counsel, a copy of the un-redacted Professional Standards file within 5 business days of receiving the request. Additionally, all individuals who have access by virtue of this Section to the Professional Standards file or investigative information shall be bound to the same extent as the San Angelo Police Department and the City to comply with the confidentiality provisions of this Agreement, Chapter 143 of the Texas Local Government Code, the Texas Public Information Act, and all other applicable law. The officer and their legal counsel shall not be provided information contained within a Professional Standards file that is made confidential by a law other than Chapter 143 of the Texas Local Government Code, such as medical records, records concerning juveniles, sexual assault victims, and individuals who have tested positive for HIV.

Section 11. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.010, 143.052, 143.053, 143.054, 143.055, 143.056, and 143.057, 143.089, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

Article XI. Contract Interpretation Dispute Resolution Procedure

Section 1. Scope of Procedure.

The City and Association recognize that from time-to-time disagreements between the parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable 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 specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

Section 2. Application of Procedure.

If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be the Civil Service Director or City Manager. An officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an officer or group of officers under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the officer with the Association within ten (10) working days of the date when the officer knew or reasonably should have known of the claim. The Parties shall then again attempt to resolve the matter. It is intended that during the resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within thirty (30) days from the Association's notification, the matter shall proceed to mediation first, or to arbitration if mutually agreed by both Parties.

Section 3. Mediation.

If the dispute is not resolved after thirty (30) days from the Association's notification, either party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with any legal remedy it may be entitled to by law, including agreed arbitration as set out in Section 4. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Section 4. Arbitration.

If arbitration is mutually agreed to in writing by the Parties, the Parties agree they will contact the American Arbitration Association to obtain a panel of seven qualified arbitrators, from which to select an arbitrator by each side striking names, beginning with the complaining party, from the list until a single name remains.

The arbitration shall be held at the earliest available date but may be continued for good cause shown or upon mutual agreement. The hearing shall be held at facilities of the City of San Angelo or at a location agreed by the Parties, 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 hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within ten (10) business days after the close of the hearing.

Section 5. 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. Any finding or ruling of the arbitrator on any legal issues which are determinative in the dispute are subject to judicial review. The arbitrator shall not have authority to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues timely submitted in the grievance as originally submitted in Section 4 above and shall confine his decision to the interpretation of this Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud, collusion, unlawful means, or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 6. Expenses.

Each Party shall be responsible for its own expenses in preparing for and representing itself at mediation or arbitration including witness fees, but the fees and expenses of the mediator or arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost one hundred percent (100%).

Section 7. Mutual Extension.

All deadlines within this article may be waived or extended by written mutual agreement by the Parties. If the last day of a time period herein falls on a Saturday, Sunday, or City holiday, the time period will be extended to the next business day.

Section 8. Non-Association Members and Expenses.

Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and, in accordance with the law, will be pursued by the Association, if accepted, until final resolution is reached.

Article XII. Miscellaneous

Section 1. Complete Agreement.

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

Section 2. Preemption.

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

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

Section 3. Savings Clause.

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

Section 4. Duration of Agreement.

This Agreement shall become effective October 1, 2025 after ratification by the covered employees pursuant to a vote conducted by the SAPOC and upon approval of the City by its City Council after compliance with any procedural or publication requirements imposed by Charter or Chapter 142 of the TLGC. It shall continue in effect until September 30, 2026 unless extended by written mutual agreement. This Agreement shall supersede and replace the prior Meet and Confer Agreement dated October 1, 2024, through December 31, 2025 (the "2025 Agreement"). The intent is to realign the term of this Agreement with the City of San Angelo's fiscal year. Except as to compensation to be

provided pursuant to Article VIII, Section 2(b), neither party shall have a cause of action or claim under this Agreement for any breach of a provision not included in the 2025 Agreement when such breach occurred, or is alleged to have occurred, prior to final ratification by both SAPOC and City Council. The parties further acknowledge and agree that all duties and obligations under the 2025 Agreement have been fully satisfied, and each party releases the other from all claims, demands, or liabilities related to the 2025 Agreement. This release covers all known and unknown issues, whether they exist now or may arise in the future.

Section 5. Subsequent Agreement Negotiation.

The Parties agree to open meet and confer negotiations for a successor agreement prior to City Council scheduled budget workshops in 2026.

Section 6. City Manager Vacancy


A representative of the Police Association shall be invited to participate in management-level “meet and greet” meetings for the purpose of fostering communication and collaboration between Association leadership and City management as the City recruits a City Manager during the 2026 contract year. The Association may submit a written or verbal recommendation to the hiring committee regarding selection of the City Manager.

City of San Angelo, Texas


Signed by:

 32F9587237A9429...
 Daniel Valenzuela
 City Manager

San Angelo Police Officers Coalition

DocuSigned by:

 BF7DB4E22F684B0...
 Noel Anderson
 President

ATTEST:

DocuSigned by:

 3F086BDE78834F2...
 Heather Stastny, City Clerk

ATTEST:

DocuSigned by:

 BE6ECEDAC1654F2...
 Porsche Callum, Secretary

APPENDIX I

Police Department

Civil Service Grade and Step Plan

10/1/2025

Grade Step Position

P05	1	Recruit	\$61,118
P15	1	Police Officer: Basic	\$65,725
P15	2	Police Officer: Intermediate	\$73,589
P15	3	Police Officer: Advanced	\$80,330
P15	4	Police Officer: Master	\$85,948
P20	1	Sergeant: Intermediate	\$87,633
P20	2	Sergeant: Advanced	\$94,374
P20	3	Sergeant: Master	\$99,430
P25	1	Lieutenant: Advanced	\$111,227
P25	2	Lieutenant: Master	\$116,844

APPENDIX I (cont.)

Additional Pay

Crisis Negotiation	\$100/month
Critical Incident	\$100/month
Special Weapons & Tactics	\$100/month
College/Training	max of \$400/month
Longevity Per Year of Service (25 yr max)	\$4/month
Loyalty Per Year of Service (no max)	\$25/month
Drone Pay (4 positions max)*	\$100/month
Training Officer	\$100/month
Training Officer Assignment	\$50/day
Bilingual Pay	\$100/month

On-call response is to be used when an employee is called out to work on their scheduled time off and does not apply to time extended on a shift with the exception of response to event requests from other agencies, departments, or divisions when response is necessary to ensure public safety and no alternative options are available with the approval of the Chief of Police or his designee. On-call response will be paid at 150% at a premium rate and will be eligible for FLSA overtime.

This overtime will be capped at the budgeted amount. Once this value is exceeded, on-call response overtime will convert to call out pay. Any expenses that exceed the budgeted amount will need to be funded through the police operating budget.

*Drone Pay is limited to the designated "Drone Team" responsible for responding in person to incidents in the field.

Appendix II

Sick Leave Payout Policy

Policy Statement

Employees who separate from City employment in good standing after a minimum of five (5) years of service as a civil service employee may be eligible to receive a payout of accrued, unused sick leave hours. The amount and rate of payout shall be determined based on the employee's total years of service as a police recruit, lateral transfer, or commissioned officer at the time of separation.

Eligibility

- Employees must have completed at least five (5) years of service as a civil service employee.
- Payout is based on the employee's accrued, unused sick leave balance as of the effective date of separation.

Payout Schedule

Years of Service	Maximum Hours Paid	Rate of Pay
Less than 5 years	No payout	N/A
5 – 9 years	Up to 240 hours	100% of rate
10 – 19 years	Up to 720 hours	100% of rate
20 + years	Up to 960 hours	100% of rate

Additional Provisions

- The payout will be calculated using the customary payout rate at the time of separation.