

2020-134
2/18/20

AGREEMENT

Between

THE CITY OF WACO, TEXAS

and

WACO POLICE ASSOCIATION

**CITY OF WACO FISCAL YEARS
2019-2020 through 2022-2023**

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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**

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.

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 his/her 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 his/her own free will as to whether or not he/she 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 his 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

Section 1.

a. Wages for Fiscal Year 2019-20 shall be paid as set forth in Exhibit "A New Contract 2019-2020" to effective the first bi-weekly pay period following the approval of this Agreement.

b. Exhibit "A" represents an example disbursement based on the equivalent of a 3% GSI each year. The projected rates in this salary schedule will be used in future years covered by this Agreement unless the City projects a different GSI. If there is a different projected GSI rate, the City will notify the Association as to the projected GSI to be received by all other City employees and the equivalent dollar amount represented by the members. The Association may meet with the City to determine the disbursement amounts for each of the agreed positions and steps represented in Exhibit "A" up to the amount approximately equal to an equivalent GSI for all of the members. The GSI is determined and approved each year through the budget process. Final rates will be determined on an annual basis depending on council approval each budget year.

c. 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.

Shift differential will be paid as authorized by city ordinance (Section 18-89) at the rate of .80 per hour, for the life of this Agreement. 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. No more than 50 hours of comp time may be accrued in an officer's comp time account.

Section 4. 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
Advanced Certification or Bachelor's Degree	\$150
Master Peace Officer Certification or Master's Degree	\$200

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, he or she 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

Notwithstanding any provisions in Chapter 143, the Parties have agreed that the needs of the Department requires 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.

C. 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 five (5) 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.

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 3.

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 his or her 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.

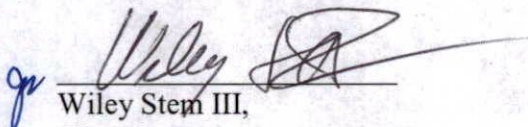
Section 2.

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.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 3rd DAY OF March 2020.


Wiley Stem III,
City Manager



Ken Reeves, President,
Waco Police Association

EXHIBIT "A"
CIVIL SERVICE POLICE SALARY SCHEDULE
 City of Waco, Texas FY 2019-2023

Waco Police Pay Plan FY-2020 through FY 2023		New Rate FY 2019-20	**Projected FY 2020-21 **	**Projected FY 2021-22 **	**Projected FY 2022-23 **
Job Class	Pay Grade	Hourly Base Rate	Hourly Base Rate	Hourly Base Rate	Hourly Base Rate
Police Officer (Grade I)	901				
Commissioned		\$ 28.3069	\$ 29.1561	\$ 30.0308	\$ 30.9317
Year 1		\$ 29.0146	\$ 29.8850	\$ 30.7816	\$ 31.7050
Year 2		\$ 29.7400	\$ 30.6322	\$ 31.5512	\$ 32.4977
Year 3		\$ 31.2269	\$ 31.5079	\$ 32.3399	\$ 33.3101
Year 4		\$ 32.7884	\$ 32.9851	\$ 33.3101	\$ 34.1429
Year 5		\$ 33.9084	\$ 33.9084	\$ 34.1429	\$ 34.9965
Year 6		\$ 34.5868	\$ 34.7561	\$ 34.9965	\$ 35.8714
Year 8		\$ -	\$ 35.6250	\$ 35.8714	\$ 36.7682
Year 10		\$ 34.9326	\$ 36.5156	\$ 36.7682	\$ 37.6874
Year 12		\$ 36.0155	\$ 37.3372	\$ 37.6874	\$ 38.6296
Year 14		\$ -	\$ -	\$ 38.6296	\$ 39.5953
Police Sergeant (Grade II)	902				
Promotion		\$ 39.5806	\$ 40.6976	\$ 42.4925	\$ 43.5548
Year 1		\$ 40.4508	\$ 41.7150	\$ 43.5548	\$ 44.6437
Year 3		\$ 41.9393	\$ 42.7579	\$ 44.6437	\$ 45.7598
Year 5		\$ 42.3912	\$ 43.8269	\$ 45.7598	\$ 46.9038
Police Commander (Grade III)	903				
Promotion		\$ 47.1270	\$ 48.2095	\$ 50.3358	\$ 51.5942
Year 2		\$ 48.0695	\$ 49.4148	\$ 51.5942	\$ 52.8840
Year 4		\$ 49.0308	\$ 50.6501	\$ 52.8840	\$ 54.2061
Year 6		\$ -	\$ 51.9164	\$ 54.2061	\$ 55.5613
Police Assistant Chief (Grade IV)	904				
Promotion		\$ 56.5831	\$ 58.2806	\$ 60.0290	\$ 61.8299
Year 2		\$ 58.2808	\$ 60.0292	\$ 61.8301	\$ 63.6850
Year 4		\$ 60.0292	\$ 61.8301	\$ 63.6850	\$ 65.5956
Year 6		\$ -	\$ 63.6850	\$ 65.5956	\$ 67.5634

**Exhibit "A" represents an example disbursement based on the equivalent of a 3% GSI each year. The projected rates in this salary schedule will be used in future years unless the City projects a different GSI. If there is a different projected GSI rate, the City will notify the Association of the new amount to be received by all other City employees and the equivalent dollar amount represented by the members. The Association may meet with the City to determine the disbursement amounts for each of the agreed positions and steps represented in Exhibit "A" up to the amount approximately equal to an equivalent GSI for all of the members. The GSI is determined and approved each year through the budget process. Final rates will be determined on an annual basis depending on council approval each budget year.

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 Masters 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) X $.60$ (written score weight) X 100 pt. scale = 45 points
 2. $.80$ (assessment score) X $.40$ (assessment weight) X 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 in the rank of Waco Police Sergeant worth 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. An additional 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 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.

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 points earned with the passing written exam will be added to the total number of points 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 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.

III. 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.