

**MEET AND CONFER AGREEMENT BETWEEN
THE CITY OF KYLE AND
THE KYLE LAW ENFORCEMENT ASSOCIATION**

October 1, 2022

Through

September 30, 2025

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DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

Accredited College or University – Refers to a college or university that has been accredited by an Institutional Accreditor recognized by the U.S. Department of Education. Reference: Database of Postsecondary Institutions and Programs (DAPIP): <https://ope.ed.gov/dapip/#/home>

Agreement – Refers to this Meet and Confer Agreement between the CITY and the ASSOCIATION.

Association – Refers to the employee organization that is designated as the sole and exclusive bargaining agent for all peace officers as defined under Article 2.12, Texas Code of Criminal Procedure, who are employed by the CITY, excluding the Department Head, any Assistant Police Chief(s), Cadets, and the exempt employees, as provided in Subchapter B, Chapter 142, Texas Local Government Code.

Association Grievance Committee – Committee created to deal with ARTICLE XII. Contract Interpretation Dispute Resolution Procedure consisting of 3 appointees: 1- KLEA Member selected by KLEA President, I-City Council Member selected by City Council, I-City Staff Member, excluding the Civil Service Director, selected by the Director of Human Resources.

Bargaining Agent – Refers to duly recognized ASSOCIATION that serves as the sole and exclusive bargaining agent for all peace officers as defined under Article 2.12, Texas Code of Criminal Procedure, who are employed by the CITY, excluding the Department Head, any Assistant Police Chief(s), Cadets, and the exempt employees, under Chapter 142, Texas Local Government code.

Bargaining Unit – Refers to all full-time peace officers as defined under Article 2.12, Texas Code of Criminal Procedure, who are employed by the CITY, except the Police Chief, any Assistant Police Chief(s), Cadets, and employees that are exempt, as defined by Chapter 142, Texas Local Government Code.

Budget (Fiscal) Year – Refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

Chapter 143 – Refers to the applicable provisions of Chapter 143, Texas Local Government Code in effect at any given time, unless otherwise specified.

Chapter 142 – Refers to the applicable provisions of Chapter 142, Texas Local Government Code in effect at any given time, unless otherwise specified.

Civil Service – Refers to the classified civil service system organized pursuant to Chapter 143, and related civil serviced statutes and the Rules.

Civil Service Commission or Commission – Refers to the City of Kyle Police Officers' Civil

Service Commission, duly appointed under Chapter 143, Texas Local Government Code.

City – Refers to the home rule municipality organized under the laws of the State of Texas known as the City of Kyle.

Department – Unless otherwise specified, refers to the City of Kyle Police Department.

Department Head – Refers to the Police Chief of the City of Kyle, or that person's equivalent regardless of name or title used.

Day – Unless otherwise specified, refers to a calendar day.

Employee – Unless otherwise specified, shall refer to police officers who qualify as members of the bargaining unit.

Execution Date – Refers to the date on which this Agreement is fully and formally ratified and approved by both the ASSOCIATION and the governing body of the CITY in accordance with the respective procedures for such approval; the Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date – Refers to the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of the Agreement.

Eligible Time in Service – Refers to time in service for purposes of seniority or promotion. Disciplinary suspensions lasting four (4) or more days will be considered a break in service and the time spent on suspension will not be considered as eligible time in service. Approved FMLA leave will not be counted as a break in service and will be considered eligible time in service. Any medical leave that exceeds approved FMLA leave will not be considered for eligible time in service. Any unpaid administrative leave will not contribute to eligible time in service.

FLSA – Refers to the Fair Labor Standards Act.

FMLA – Refers to the Family Medical Leave Act.

KLEA – Refers to the Kyle Law Enforcement Association.

Longevity Pay – Refers to the longevity pay as defined and established in the City's Personnel Policy and which is otherwise required and/or allowed under Chapters 141, 142 and 143, Texas Local Government Code.

Overtime Pay – Shall refer to overtime pay established and determined by state and/or federal law. This is to be distinguished from Time & One-Half Pay, which is contractual in nature and not imposed as a matter of state or federal law or statute.

Parties – Refers to the CITY and the ASSOCIATION jointly.

Police Chief or Chief of Police – Refers to the Police Chief appointed as the department head for the City of Kyle Police Department and includes the Police Chief's designated

representative.

Police Department – Refers to that department of the CITY responsible for the provision of law enforcement, crime prevention, and other public safety functions entrusted to the department.

Police Officer or Officer – Refers to a person who is a peace officer as defined under Article 2.12, Texas Code of Criminal Procedure as well as Section 143.003 (5) of the Local Government Code, and who is employed in the Department to perform the functions of a peace officer. This term excludes the Department Head, any Assistant Police Chief(s), and Cadets. When capitalized, Police Officer shall refer to the classifications established by the Commission and the governing body of the CITY pursuant to Section 143.021, Texas Local Government Code.

Rules – Refers to the CITY's Civil Service Commission Rules duly adopted by the Commission, as they are amended from time to time.

Step Pay – Refers to a component of pay separate from base pay, and separate from Longevity Pay, and which is also based on years of service with the Department as a civil service employee or years of service outside the Department as provided in Section 2.05 of the Agreement.

TCOLE – Refers to the Texas Commission on Law Enforcement

TLGC – Shall refer to the Texas Local Government Code

Article I. Authority and Recognition

Section 1.01. Authority.

The City of Kyle, Texas hereinafter "CITY" and the Kyle Law Enforcement Association hereinafter "KLEA", have voluntarily met and reached an agreement on the conditions set out in this Agreement pursuant to the provisions of the Texas Local Government Code, Chapter 142 et. Seq., Subchapter B. To the extent that this Agreement is in conflict with or changes Chapter 143, TLGC or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision, as authorized by Section 142.067 of the TLGC.

Section 1.02. Recognition.

- (a) Unless changed as prescribed in Section 1.02(b) below, the CITY recognizes the KLEA as the sole and exclusive bargaining agent for all police officers in the Department.
- (b) In the event officers covered by this Agreement wish to change their sole and exclusive bargaining agent, no earlier than six months prior to the termination of the existing "Agreement", a petition signed by over fifty percent (50%) of the police officers shall be submitted to the City Secretary. Upon validation of the signatures, the Human Resources Department shall immediately conduct an election to determine what association represents a majority of the officers in the Department. The association receiving a majority of the secret ballots cast shall be deemed the exclusive bargaining agent. Voting shall continue until one association receives a majority vote of all officers in the Department.
- (c) The CITY agrees to withhold dues for the Association and direct funds to the Association's designee upon receipt of a signed authorization from an officer on a form supplied by the Association. The employee has the right to revoke the authorization to directly deposit association dues, at any time, upon 30 days' notice to the CITY. The KLEA will refund to the employee any amount paid to the Association in error on account of the direct deposit of association dues within 30 days.

Section 1.03 Duration.

This Agreement shall become effective October 1, 2022 upon ratification by the Kyle Law Enforcement Association and ratification by the Kyle City Council, in accordance with Chapter 142 of the Texas Local Government Code. This Agreement shall remain in full force and effect until September 30, 2025, or until such time as it is superseded by a new contract between parties, whichever occurs later.

Section 1.04 Pre-emption of Chapters 142 & 143.

To the extent that any of the provisions of this Agreement differ from Chapters 142 and 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article II. Recruitment and Hiring Process

Section 2.01 Written Entry-Level Examinations.

The Civil Service Director may at his/her option, administer written entry-level examinations at different times and locales at his/her discretion to create an eligibility list. To qualify for the written exam, candidates must first turn in a complete application and turn in required documentation before the application deadline and pass the Physical Fitness test.

Section 2.02 Eligibility Lists.

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

Military Service Credit may be awarded only to an applicant with a passing score of 70 or better and who has served a minimum of two (2) years of active military service with an Honorable discharge from the United States Armed Forces. Any discharge other than honorable discharge is not creditable for the purpose of this section. In order to receive five (5) points to the passing score, the applicant shall provide a copy of the DD-214 member 4 page at the time of application and by the specified application deadline.

Section 2.03 Selection.

The Chief of Police may pass over non-TCOLE licensed candidates and give preference to a TCOLE licensed candidate who is not at the top of the eligibility list but must do so in the order in which the TCOLE licensed candidates are on the eligibility list.

Special Selection – In recognition that some candidates may have unique skill sets desirable by the department or may have lateral entry experience but may not be the first eligible candidate, the Chief of Police may appoint under special selection a TCOLE licensed candidate regardless of where they rank on the eligibility list. The Chief is limited to utilizing Special Selection only on every third patrol officer vacancy.

In order to utilize the special selection clause of this section, the Chief must present his reasoning to the Civil Service Commission. A majority vote of the Commission shall determine final authorization to use Special Selection. Any portion of this process shall be final and non-appealable to the civil service commission or to any court.

Section 2.04 Hiring of Non-Civil Service Cadets.

The Police Department may hire a candidate who does not hold a TCOLE license and who has successfully completed the written entry-level examination. Such person shall hold the position of Cadet, which is a non-civil service position. Such applicant shall be paid for class time and study up to a total of 40 hours per week. The Cadet shall attend and graduate from a Basic Peace Officers

Course and be licensed by TCOLE before becoming a Police Officer. The probationary period for newly hired Police Officers shall commence from date of hire and continue through the 365th day following the date of commission as a Kyle Police Officer. Failure to pass or perform during any of this time period may result in immediate dismissal. To the extent that this provision is in conflict with the Texas Local Government Code, Chapter 143, including Section 143.027, this provision shall prevail.

Section 2.05 Lateral Entry Program.

The Police Department may hire a licensed peace officer with prior law enforcement experience in a recognized law enforcement agency and, upon employment, may place such officer at a step higher than Step 1, Police Officer classification, on the Civil Service Salary Step Plan, as provided in this section, if the candidate meets the following criteria:

- (a) The candidate is licensed by TCOLE, or another state's law enforcement licensing entity;
- (b) The applicant has a minimum of two years (within their 25th month or greater) of service as a certified, full-time, paid peace officer in a first responder patrol capacity or detective/investigator;
- (c) The applicant does not have a break in service of more than 180 days between qualifying peace officer positions held during the two-year minimum service period or from the applicant's last date of employment as a peace officer;
- (d) Applicants with 10 or more years (within their 109th month or greater) of service from a law enforcement agency may be hired if the applicant has not attained the age of 56 by the date the applicant submits a written application to the Kyle Police Department.

Applicants hired under this provision must serve a 365 day probationary period upon being commissioned as a Kyle Police Officer in the Kyle Police Department, and may not be assigned to a specialized unit during this 365 days, unless there are none interested or qualified for the specialized unit, in which case the Lateral Entrant's Field Training performance will determine if they may serve prior to their probationary period ending.

Eligible prior experience allows the new hire to be slotted in the appropriate Police Officer pay step for up to 10 years (within their 109th month or greater) for the applicant's prior experience as described in Section 2.05 Lateral Entry Program, as if the entire eligible prior experience had all been acquired in the employ of the CITY. Police officers hired under the lateral entry program shall be placed in the step commensurate with their months of service at the previous agency. The person's placement on the step plan will be calculated by full months of service.

For example, if the officer was within their 55th month in a qualifying position at the time they left the previous agency, the officer shall be placed at month 54 on the Civil Service Salary Step Plan upon being hired. See Exhibit F for the Lateral Entry Months of Service Chart.

This program will help recruit qualified applicants for the position of Entry-Level Police Officers. The Chief of Police's final determination of whether an applicant fails to meet the criteria of the Lateral Entry Program as listed in Section 2.05 of this Article shall be final and non-appealable to the Civil Service Commission or to any court.

Section 2.06 Eligibility Age.

Applicants who are 47 years old or younger are eligible to take the civil service written entry-level examination.

Section 2.07 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article III. Promotional Process

The promotional process for Corporal, Sergeant, Commander and Assistant Police Chief shall be as follows:

Section 3.01 Establishment of Vacancies.

(a) Vacancies for Corporal, Sergeant, and Commander may be created by either resignation, retirement, termination, indefinite suspension or other event of a police officer occupying the higher position or by addition of these positions by approval of the CITY Council in the budget process.

(b) Vacancies for Assistant Police Chief are non-Civil Service positions as determined by the CITY Council at the time of their creation. At the time of the creation of the position of Assistant Chief, the Assistant Chief position will still be considered a non-Civil Service position regardless of the number of classifications below Department Head. The position of Assistant Chief of Police for the Kyle Police Department may be a licensed or honorably retired police officer from the CITY or from another law enforcement agency. The candidate shall be chosen by the Kyle Chief of Police and shall be approved by the Kyle City Manager. The candidate selected to be the Assistant Chief of Police of the Kyle Police Department shall possess the following basic requirements:

- i. Have a minimum of a bachelor's degree from an accredited university or college, or 25 years of service with the Kyle Police Department;
- ii. Shall be certified and licensed as a Master Peace Officer with TCOLE;
- iii. Must be a graduate from at least one of the Police Executive Management Schools listed below. If the candidate has not graduated from one of the below listed schools at the time the position becomes available, they must enroll in one of the programs within the first 12 months of appointment and make continual effort to complete the program. Failure to complete one of the following schools will be grounds for dismissal or demotion.

- The Law Enforcement Management Institute of Texas' Leadership Command College;
- The Institute for Law Enforcement Administration's School of Executive Leadership;
- The Federal Bureau of Investigation's National Academy; and/or
- The Southern Police Institute's Administrative Officers Course

Section 3.02 Eligibility to Take Written Exams.

(a) **Corporal-** To qualify for taking the Corporal's exam, candidates must have completed a minimum of three years cumulative work experience (36+ months) in the CITY as a police officer. Work experience in a comparable law enforcement agency may be added to work experience in the Department at a rate of 50%, up to a maximum of one year's credit. That is, two years of work experience in a comparable law enforcement agency, as defined in this subsection, is equivalent to one year's experience in the Department for purposes of promotion. The following is added to the minimum work experience requirements for eligibility to take the Sergeant's exam:

The candidate shall:

- a. Attained an Intermediate Peace Officers License.
- b. Attend the approved mandatory supervisory or management training program. The Chief shall reasonably schedule all eligible OFFICERS to attend the approved mandatory supervisory or management training program. The failure or refusal of an Officer to participate in the training program for any reason shall not constitute a basis for any grievance or for any judicial or other administrative relief. Exceptions to the training requirement due to unusual circumstances may be granted by the Civil Service Commission.
- c. If there are not a sufficient number of police officers meeting the requirements outlined above with three years of service to take the examination, the Director shall open the examination to officers who do not meet the requirements outlined above as follows:
 - I. First, OFFICERS who have not attained their intermediate peace officer license but meet all other requirements.
 - II. Second, if there are insufficient OFFICERS in step "I" above, all OFFICERS with less than three years of service meeting the aforementioned training requirements.
 - III. Third, if there are insufficient OFFICERS in step "I" and "II" above, all OFFICERS not meeting the training requirement.
- d. No more than 90 days may have elapsed between positions held during the three year minimum service period or between the person's last peace officer position prior to employment with the CITY.

(b) **Sergeant-** To qualify for taking the Sergeant's exam, candidates must have served as a Corporal in the CITY for two years (24+ months) prior to the date the notice of the exam is posted. The following is added to the minimum work experience requirements for eligibility to take the Sergeant's exam: The candidate shall:

- a. Have at least 30 hours (with a passing grade) of college hour credits from an accredited college or university.
- b. Have attained their Intermediate Peace Officers License.
- c. If there are not a sufficient number of Corporals meeting the requirements outlined above with two years of service in grade to take the examination, the Director shall open the examination to Corporals who do not meet the requirements outlined above as follows:

- i. First, Corporals with less than two years of service meeting the aforementioned education requirements.
 - ii. Second, if there are insufficient Corporals in step "i" above, all Corporals not meeting the education requirement.
 - iii. Third, if there are insufficient Corporals in step "i" and "ii" above, all Officers with 5 years (60+ months) or more of cumulative work experience as an officer with the city meeting the education requirements who have attained their intermediate peace officers license.
 - iv. Fourth, if there are insufficient Corporals in step "i," "ii" and "iii" above, all Officers with 5 years (60+ months) or more of cumulative work experience as an officer with the city who have attained their intermediate peace officers license.
- d. No more than 90 days may have elapsed between positions held during the three-year minimum service period or between the person's last peace officer position prior to employment with the CITY.
- (c) **Commander** - To qualify for taking the Commander's exam, candidates must have served as a Sergeant in the CITY for two years (24+ Months) prior to the date the notice of the exam is posted and possess a bachelor's degree from an accredited college or university. In addition, a candidate for Commander must have completed at least one of the 4 management schools listed in Section 3.01. If the candidate has not completed at least one of the 4 management schools, then the candidate must enroll in one of the schools within 12 months of accepting the position of Commander. Failure to complete one of the aforementioned schools will be grounds for demotion back to Sergeant.

If there are not a sufficient number of Sergeants meeting the requirements outlined above with two years of service in grade to take the examination, the Director shall open the examination to employees who do not meet the requirements outlined above as follows:

- I. First, Sergeants with less than two years of service meeting the aforementioned education requirements.
- II. Second, if there are insufficient Sergeants in step "I" above, all Sergeants not meeting the education requirement.
- III. Third, if there are insufficient Sergeants meeting above requirements, then Corporals with at least five years (60+ Months) of service prior to the date the notice of the exam is posted with a bachelor's degree from an accredited college or university in a program of study suitable to law enforcement, public administration, or management is eligible to apply.

Section 3.03 Written Examination.

Each candidate must take and pass a written examination with a minimum score of seventy (70) before considering seniority or other modifiers.

Section 3.04 Assessment Center.

All candidates testing for the ranks of Corporal and above, who pass the written examination, shall participate in a professional assessment center process.

The Assessment Center process:

The Assessment Center shall be conducted by an Independent Contractor who is independent of the City of Kyle and the Kyle 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 Civil Service Director with input from the Chief and the 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 Association President or his designee.
 - i. Performance dimensions to be measured may include but are not limited to: Leadership, Problem Analysis/Judgement, Oral and Written Communication, Planning and Organizing, Interpersonal Relations/Sensitivity, and Job Knowledge.
 - 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 prior to the Assessment Center. During this orientation, general information of the selected performance exercises will be provided to the candidates.
- (e) The Contractor will provide training to Assessors prior to the Assessment Center.
- (f) The Civil Service Director and Chief shall select, or allow the independent contractor to select, a minimum of three (3) Texas Licensed Police Officers as Assessors from Texas Cities with a population of at least 50,000 or more.
 - i. Assessors will be required to disclose in a disclosure statement their personal knowledge of any of the candidates or the Chief or any other person involved in their selection as an Assessor. Assessors shall not personally know any of the candidates.
 - ii. The Independent Contractor will present the list of Assessors, their background and their disclosure statement to the candidates involved in the Assessment Center, at least one week in advance.

- iii. Candidates may not contact or communicate with the Assessors on the list in any manner.
- iv. Candidates may object to any Assessor by filing a written objection to the Chief stating the cause for their objection, no less than 5 days in advance of the Assessment Center. The Chief will consider the objection and make the final decision.
- v. Selected Assessors will be in a rank comparable to or higher than the rank being assessed.
- vi. There will not be any discussion allowed among the Assessors with department personnel about any of the 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. The candidates shall receive a score between 1 and 100. **A candidate must score at least 70% on the Assessment Center in order to be eligible to be placed on the promotional list.**

Section 3.05 Creation of Eligibility List.

Promotional Points will be awarded in accordance with KPD's Promotional Point Matrix (See Exhibit E) through the submitted Promotional Point Form. The matrix consists of five (5) categories: Fitness Test scores, Weapons qualifications scores, Peace Officer Education, Civilian Education, and Years of service.

Fitness test scores and points will be calculated in accordance with the KPD Fitness Policy once the test of choice is established. Fitness test points will be awarded for promotional purposes only after the implementation of the program by the City. The candidate may receive up to 5 points for fitness testing.

Weapons qualifications scores are only for the assigned primary duty weapon issued by the City, this does not include "back-up" weapons or any long guns. Weapons qualifications testing and scores will be established by the firearms cadre in accordance with KPD Policy 6.3. Scores will be available for officer and first-line supervisor's view and verification by the firearms cadre upon request. The candidate may receive up to 3 points for weapon qualification scores.

Peace Officer Education consists of three subcategories: TCOLE training hours, Special Assignments, and Higher TCOLE Licensing. The candidate may receive up to 14 total points for this section.

- a) TCOLE training hours are completed training hours reported to and displayed by TCOLE on the officer's record. Training hours refer only to hours of actual TCOLE training and will not consist of military or college hours. It is the officer's responsibility to ensure their records are up to date and accurate. The candidate may receive up to 6 points for TCOLE training hours.
- b) Special Assignments are only duties assigned to the officer currently and have been held for at

least six months prior to the posting of the Eligibility List. The candidate may receive up to 5 points for special assignments.

- c) The Peace officer's license, and the proper steps to complete the licensing required for the desired position, are the responsibility of the officer. The candidate may receive up to 3 points for TCOLE licensing.

Civilian Education will be measured in completed college hours which are reported to TCOLE and are displayed on the officer's TCOLE record. It is the officer's responsibility to ensure their records are up to date and accurate. The candidate may receive up to 4 points for civilian education.

Years in service are scored as one point for each year (12 months) of service as a commissioned police officer with the Department. The candidate shall receive up to 10 points for each eligible year of service.

Officers seeking promotion will fill out the KPD Promotional Point Form and submit it to their first-line supervisor for approval. Officers will provide their supervisors with the appropriate supporting documentation. Both the candidate and the supervisor will sign the assessment form, ensuring they verified the information is true and correct prior to the form being sent to HR. The accepting HR representative will sign the assessment form, acknowledging the candidate's promotional points.

An Eligibility list shall be created by weighing the written examination plus all optional promotional points at 40% and the assessment center at 60% weighting. The formula to be used is described below:

$$[(\text{Written test score} + \text{Promotional Points}) \times .4] + [(\text{Assessment Center score}) \times .6] = \text{Final score}$$

Example: (80+20) *.4=40, (70) *.6= 42, 40+42=82

Section 3.06 Appeals.

Candidates shall not be permitted to file an appeal to the Civil Service Commission, a hearing examiner, arbitration or a court of law regarding any aspect of the assessment center process or ratings determined by the outside assessors.

Section 3.07 Promotion Rule of Three.

When a vacancy occurs and an eligibility list exists, the Police Chief shall request the names of the top three candidates from the Civil Service Director and appoint the number one candidate on the eligibility list, unless the candidate has received within one year preceding the date of the day the Police Chief receives the eligibility list the following:

- (a) A suspension that is not appealed; or is upheld on appeal; or,
- (b) A demotion, whether voluntary or involuntary; or,
- (c) A sustained Class 1 Complaint.

These reasons for passing over a candidate are in addition to other reasons authorized under Chapter 143.

Section 3.08 Passover.

In the event that any candidate meets the criteria described in Section 3.07, the Police Chief may pass-over that candidate. If the Police Chief intends to pass-over the top candidate(s), the Police Chief shall give at least 72 hours written notice to the candidate(s) are being passed-over. A candidate who receives notice of pass-over may file an appeal in writing to the Chief within 72 hours of being notified of the pass-over. If the Chief receives an appeal within the 72 hours, the Chief shall convene a board consisting of the Civil Service Director, a designee of the President of the Association, and a member of the Civil Service Commission to review the appeal and render a decision. If the aforementioned board upholds the Chief's decision to pass over the candidate, he/she shall have no right to further appeal of the pass-over.

Section 3.09 Reference to Classification Does not Constitute Creation of a Classification.

A reference to a civil service classification that has not been approved by the Commission and established by the CITY Council by ordinance does not constitute creation of such classification.

Section 3.10 Command Structure.

Persons who were promoted to the previous ranks of Lieutenant and Captain will become Commanders on October 1st, 2022, and placed at the step on the pay scale commensurate with their respective months of service. In accordance with Ch. 143.014 Local Government Code, the rank of Commander would be the equivalent of the previous ranks of Captain and Lieutenant.

Section 3.11 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article IV. Hours of Work and Overtime

Section 4.01 Operational Division Employees.

Employees shall work shifts as defined by the Police Chief and as may be adjusted from time to time. Overtime shall not begin to accrue until an employee has actually worked more than eighty-four (84) hours in a two-week work cycle. The four (4) hours worked beyond the eighty (80) hours in a regular two week pay period will be paid at the regular hourly rate but the employee may elect to instead take off work (flex off up to four (4) hours with no pay) unless the supervisor on duty requires the employee to remain working due to a staffing shortage or work load requirements.

Section 4.02 Time Worked.

Pre-approved leave shall count as "time worked" only if time off request was received a minimum of two weeks in advance, and subsequent to the leave being taken as approved by a supervisor.

Section 4.03 Assignment for Special Events, Emergencies or Minimum Staffing.

For good and efficient operation of the Department, the Police Chief has the authority to make assignments of work outside the normal schedule for special events, emergencies or to maintain minimum staffing. A "special event" is defined as a law enforcement activity outside the scope of the day-to-day operations of the Department, as defined by the Chief of Police, and includes, but is not limited to community events. Emergency is defined as "an unexpected happening or event or an unforeseen situation or crisis that calls for immediate action and requires the Police Chief or Department Head to have employees work overtime." The determination of which shall be in the sole discretion of the chief or the head of the police department.

Section 4.04 Pre-Emption of Chapters 142 and 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code. This Article also supersedes and pre-empts Section 142.0015 (f) and (g).

Article V. Leave

Section 5.01 Annual Accrual of Vacation, Sick Leave and Holiday Time.

- (a) All sworn employees shall accrue sick leave at the rate of 120 hours per year.
- (b) All sworn employees shall accrue 120 hours paid vacation per year.
- (c) All sworn employees shall accrue holiday pay when scheduled to work on a recognized holiday. The city recognizes thirteen , 8-hour holidays, for a total of no more than 104 hours. Even if an employee is scheduled to work a 12-hour shift on a recognized holiday, that employee still only accrues 8 hours of holiday since they are working a compressed schedule.
- (d) Paid time shall be used to make employees whole in accordance with Sections 4.01 and 4.02 according to the number of hours the employee is assigned to work. The term "day" when related to leave issues has no meaning as far as how "day" is defined other than to refer to the number of hours needed to cover an employee's shift, be that 8, 10, or 12 hours.
- (e) Extra leave, outside of vacation, sick or holiday, such as bereavement shall cover up to allotted number of "days" as "shifts" for any employee per qualifying occurrence regardless of the number of hours the employee is scheduled to work. Employees may not utilize paid time benefits for shifts when they would not have been expected to work.
- (f) Holiday hours will be added to the employee's holiday bank during the pay period in which the holiday time is earned.
- (g) Employees on Family Medical Leave (FMLA) or other approved extended leave of absence will only be allowed to use up to 40 hours per week of accrued vacation, sick leave, holiday time, and or donation leave.

Section 5.02 Maximum Accrual and Disposition of Accrued Leave.

The maximum amount of leave accruals for each category is as follows:

- (a) Vacation has 400 hours of accrual with a maximum of 240 hours eligible to be paid to the employee upon separation.
- (b) Holiday has 104 hours of accrual. Holiday hours shall convert to vacation during the first pay period in October of each year and count toward the 400-hour limit of vacation.
- (c) Sick Leave has unlimited accrual, but a maximum of 720 hours will be eligible to be paid to the employee upon separation in accordance with TLGC 143.046.
- (d) An Officer's Vacation bank cannot accrue more than the 400 hours cap.

(e) In the event the employee leaves the employment of the CITY, the employee shall be paid for accrued vacation in accordance with CITY practice up to the maximum accruals in this section of this Agreement.

(f) Refer to Section 8.04 regarding disposition of leave for indefinite suspension. The use of all leave is governed by the City's and Department's policies and procedures.

Section 5.03 Premium Holidays.

The city will recognize six (6) Premium Holidays per calendar year in which any employee whose regular shift begins on a Premium Holiday or picks up a shift to cover scheduled to begin on a Premium Holiday, when otherwise they would have been off, will be paid hourly at a one – and a half hour rate for any hours worked. The six (6) Premium Holidays are as follows:

- (a) Thanksgiving Day
- (b) Christmas Day
- (c) New Year's Eve- Not a recognized City Holiday.
- (d) New Year's Day
- (e) Memorial Day
- (f) Independence Day

Section 5.04 Fitness for Duty.

Work related medical conditions and any leave associated to a work-related medical condition will remain subject to the established requirements and procedures as set forth by the law and City policies.

An employee who takes leave for a non-work-related medical condition, that requires release from a doctor to return to work, must complete a job skills test before returning to full duty status.

The City will contract with a third party to create a validated job skills test based on the job description for each position within the department. The makeup of the test, proposed by the third party, will be evaluated and approved by a committee composed of the Civil Service Director, The Chief of Police or his/her designee, and the President of the Association or his/her designee.

Once an employee has been released to return to full duty by their doctor, the job task test will be scheduled by the Civil Service Director, or his/her designee, and conducted by the third-party contractor. If the employee does not pass the job skills test on the first try, he/she will have 1 more opportunity to pass the test within two weeks of the first attempt.

Section 5.05 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article VI. Base Wage Compensation

Section 6.01 Step Pay Plan.

Refer to “Exhibit A-D” for the pay scales which are broken down by year of the contract. On October 1st of 2012, the “Year 1” pay scale will go into effect. On October 1st of 2023, the “Year 2” pay scale will go into effect. On October 1st of 2024, the “Year 3” pay scale will go into effect. All employees will take their step pay raises in accordance with their months of service with the City. The new hourly rate will be in effect on the first day of a full pay period.

For Example, on October 1st “Year 1”, the new rate for active sworn will be on Sunday, October 2, 2022.

Section 6.02 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article VII. Other Pay Issues

Section 7.01 Certification Pay.

Those police officers holding TCOLE certification at the Intermediate, Advanced and Masters level are eligible to receive annual certification pay once all qualifying paperwork is submitted by the police officer to Chief for approval and is received by Human Resources. The amounts of certification pay are listed below respectively with the amounts being paid bi-weekly beginning on the next full pay period following HR receiving the paperwork as follows:

- (a) Intermediate Certification – \$30.00 per bi-weekly pay period
- (b) Advanced Certification – \$45.00 per bi-weekly pay period
- (c) Masters Certification – \$60.00 per bi-weekly pay period

Section 7.02 Overtime Minimum Pay.

Police officers called to duty by a supervisor, to include responding to a court appearance or other departmental requirements, outside of their normally scheduled shift without proper notice (72 hours), shall receive two hours of overtime pay or actual time worked, whichever is greater. If the date and time on a subpoena requiring the appearance of an officer is 1 hour or less before the start of the officer's regularly scheduled shift or work day, the officer will be paid for only the time actually worked. If the date and time on the subpoena requiring the appearance of the officer is 1 hour or less after the end of the officer's regularly scheduled shift or work day, the officer will be paid for only the time actually worked.

EXAMPLE: Call Back

An officer has ended their shift at 6:00 PM and left the station. The officer is called back to duty on their way home due to a particular crime being committed, works an hour on scene and is released. This would trigger the minimum two-hour overtime payment and not count as continuation.

EXAMPLE: Continuation

An officer's shift ends at 6:00 PM and at 5:59 PM an accident occurs that requires this officer to report to the scene of the accident. The officer is released from the scene after working for an hour. This would be considered a continuation of the officer's shift and only generate one hour of time worked rather than triggering a two-hour minimum.

EXAMPLE: Continuation after shift for meetings

An officer's shift ends at 6:00 AM and an emergency meeting is called by the Chief to begin at 6:00 AM and lasts for one hour. This would be considered a continuation of the officer's shift and only generate one hour of time worked rather than triggering a two-hour minimum. Likewise, if the meeting occurred at 6:00 PM, the officers scheduled to end their regular shift

at 6:00 PM who were required to attend late generate an hour of time worked to attend the one-hour meeting.

Any officer not scheduled to work that day and who was required to attend would be eligible for the two-hour minimum for overtime.

EXAMPLE: Continuation before shift for meetings

An officer's shift begins at 6:00 AM and a meeting is called by the Chief to begin at 5:00 AM and lasts for one hour. This would be considered a continuation of the officer's shift and only generate one hour of time worked rather than triggering a two-hour minimum. Likewise, if the meeting occurred at 5:00 PM, the officers scheduled to begin their regular shift at 6:00 PM who were required to come early would generate a single hour of time worked to attend the one-hour meeting. Any officer not scheduled to work that day and was required to attend would be eligible for the two-hour minimum for overtime.

EXAMPLE: Court Subpoenas

If the subpoena is scheduled for an officer's regular scheduled work day the officer will be paid in accordance with 7.02. If the subpoena is scheduled for an officer's regular scheduled day off the officer shall receive two hours of overtime pay or actual time worked, whichever is greater.

EXAMPLE: Consultation Calls

An officer who is on duty calls another officer, who is not on duty, to consult on an investigation, or ask a work-related question. The officer called does not come in to assist with the investigation. This would not qualify for call out pay.

EXAMPLE: Supervisor Call-Out and Consultation

An officer is off duty, not on-call, and is called by a supervisor and directed to complete a task immediately, whether that task requires physically coming to work or not, would qualify that officer for two hours minimum overtime or the time it takes to complete said task, whichever is greater. Conversely, if the supervisor calls to speak with the officer but does not direct a task be completed immediately or prior to their next scheduled shift, then that does not qualify for the two-hour minimum overtime pay.

Section 7.03 Shift Differential Pay.

Each non-probationary Officer who reports to work for his regularly scheduled shift which begins between the hours of 3:00 P.M. (on or after) and 12:00 midnight shall receive shift differential pay of \$75 per pay period. Officer's must be scheduled to work at least half of the regularly scheduled shifts (40 hours or more) in the pay period, which shifts must commence between 3:00 P.M. (on or after) and 12:00 midnight, to be eligible for the shift differential pay for that pay period.

Section 7.04 Bi-lingual Pay.

Police officers proficient in Spanish or sign language shall be eligible to receive \$75.00 per pay period for demonstrated proficiency by passing an examination for the communication skill. This benefit is not cumulative and will only be paid for one demonstrated proficiency. The place, time and criteria for passing the exam will be established by the Civil Service Director. Any direct cost of the Test will be borne by the employee. A one-time reimbursement will be made to the employee upon achievement of a passing score on the test.

Section 7.05 Stand-By Pay.

Stand-by Pay is instituted to provide 24-hour coverage by various units and to provide compensation to civil service employees providing such coverage in accordance with this section. Civil service employees identified by the Chief that are scheduled on stand-by (assigned in writing by a superior for a fixed period of time) will receive two hours of regular pay per designated on call period in a day. Stand-by pay is provided once during a 24-hour period. Example: an Officer is on call for both 12 hour shifts in a 24 hour period, that officer is entitled to only 2 hours of pay. If the officer is on call for only 12 hours of the day, then that officer is entitled to the same 2 hours of time. If called out by a supervisor, the officer receives appropriate pay in addition to the two hours of stand-by pay, equal to the time actually served in accordance with Sect 7.02 above.

Section 7.06 Longevity Pay.

Civil service employees shall be entitled to the same annual longevity benefit as that granted to non-civil service employees each year for the duration of this Agreement. The CITY agrees that it will begin to calculate longevity pay on a monthly basis, after an employee finishes their first full year of employment and will pay out longevity according to current city policy.

Section 7.07 FTO Pay.

Civil service employees who are appointed by the Chief of Police to serve as Field Training Officers shall receive \$40 per day spent completing documented training.

Section 7.08 Education Certification Pay.

Civil Service employees shall receive an education Certification Pay based upon the highest achieved college degree according to the following:

- (a) Bachelor's Degree – \$65.00 per pay period
- (b) Master's Degree -\$85.00 per pay period

Section 7.09 Specialty Unit Pay

Civil Service employees shall receive Specialty Unit Pay based upon the Specialty Units they are actively assigned to. Those pays will be based on the following:

- a. Special Weapons and Tactics - \$50.00 per pay period
- b. Crisis Negotiations Team - \$32.50 per pay period
- c. Crash Team - \$32.50 per pay period

Section 7.11 Hiring Bonus.

If the City elects to institute a monetary hiring bonus, then only certified Texas Peace Officers will be eligible to receive it. If a newly hired officer is provided a hiring bonus and leaves the Department within 3 years of their hire date, then they shall repay the bonus amount per the signed agreement of the accepted bonus.

Section 7.12 Physical Fitness Testing. (amended September 15, 2020)

The Department has determined that physical fitness is a key component of success as a licensed peace officer and each individual should be supported and encouraged to maintain minimum physical fitness. The Department will utilize the testing standards developed by the Texas Department of Safety, as they may be amended from time to time.

I. PROCEDURES:

- a. The Department will provide instructors who are tasked with conducting the physical fitness test and are available for one-on-one training with any officer who requests assistance throughout the year.
- b. Annually, the Department will schedule and direct all sworn officers to perform the physical fitness test.
- c. Prior to test performance, the instructor will provide instruction and direction for proper test performance. Upon request, the instructor will demonstrate proper performance and use of an assessment tool. An instructor will collect and document the officer's age, weight, and gender for scoring purposes.
- d. Sworn members will be given multiple options to choose from for completing the assessment, all of which will have been previously vetted by, and adopted by, the Texas Department of Public Safety.
- e. During the test, the instructor will monitor performance of the officer testing to evaluate effort and to ensure that the officer testing is giving their best effort in accordance with accepted thresholds and standards as adopted by the Texas Department of Public Safety as a benchmark
 - (c) Instructors will provide encouragement and guidance to increase effort if the officer cannot maintain the minimum standard.
- f. Scores collected by the instructors will be submitted to the Chief of Police, or his designee, for validation.
- g. Testing:
 - i. The Physical Fitness requirements will be rolled out in two phases. The initial phase covered by this agreement is designed to collect information and to begin the journey to successfully passing the minimum requirements.
 - ii. There is no passing or failing score for the initial test. The score provided to the officer, and collected by the instructor, will be used to establish a baseline for testing in subsequent years.

- iii. The officer will not receive any negative consequences for failing to meet any portion of the testing process during the initial rollout phase.
- iv. Phase II of the program will be adopted by department policy which will include corrective measures and incentives based on the performance of the test.
- h. Medical Exemptions:
 - i. Medical waivers are available for those who may have a temporary medical condition that prevents them from performing the physical fitness test.
 - ii. If a medical condition exists that prevents an officer from completing the physical fitness test, the officer may receive a 90-day medical waiver after submitting a waiver form completed by their doctor to Human Resources. Human Resources will advise command staff that a medical waiver has been submitted that officer.
- i. Support
 - i. In addition to staff being trained as instructors, City will provide a secure location for officers to exercise and practice for the assessment. The space should include, at minimum:
 - 1. Showers
 - 2. Equipment
 - 3. Climate control

Section 7.13 Pre-emption of Chapters 142 and 143.

To the extent that any of these provisions differ from Chapters 142 and 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article VIII. Disciplinary Suspensions and Appeals

Section 8.01 Disciplinary Suspensions

In the original written statement and charges filed with the Civil Service Commission pursuant to Texas Local Government Code Section 143.052, and in any appeal hearing conducted regarding such disciplinary suspension, the Chief of Police may not complain of an act that that occurred earlier than the 180th day preceding the date the Chief suspends the officer.

It is an exception to the previous paragraph that the act is allegedly related to criminal activity including the violation of a federal, state, or local law for which the police officer is subject to a criminal penalty other than fine only, or if the alleged act(s) pertain to the commission of Class C misdemeanor offenses involving crimes of Moral turpitude such as Public Lewdness, Indecent Exposure, or Theft under \$100.00, in which case the Chief of Police may not complain of an act that is discovered earlier than the 365th day preceding the date the Chief suspends the officer.

If a complaint is related to alleged criminal activity, the Chief of Police must specifically allege that the complained of act is related to the commission of an offense, point out the elements of the offense constituting the alleged criminal activity in the written statement, and identify the particular statute of federal, state or local criminal law the accused officer allegedly violated.

If the criteria in the above Paragraph (c) are not met, then the Civil Service Commission or hearing examiner shall promptly reinstate the suspended officer.

Section 8.02 Use of Leave in Lieu of Minor Suspension without Pay.

Officers suspended up to (3) three days without pay, may at the Officer's discretion, forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no break in service for purposes of seniority or promotion. The Officer shall have five (5) days from receipt of notice of suspension to decide whether or not to forfeit accumulated leave or to pursue an appeal of the suspension. The forfeited vacation or holiday time will not constitute hours worked. In the event an Officer has received a disciplinary suspension within the preceding twenty-four (24) month period, the Officer may only forfeit vacation or holiday time with the Chiefs permission. No appeal to the Commission or to arbitration may be instituted on suspensions where the Officer has forfeited vacation or holiday time and the Officer must sign a waiver of appeal and agree to the suspension.

Section 8.03 At-Will Status of Probationary Employees.

Notwithstanding any provision or definition contained herein to the contrary, nothing in this Agreement shall be construed to change the at-will status of employees who are on probation pursuant to Section 143.027, Texas Local Government Code, the Rules, and this Agreement.

Section 8.04 Leave Pay-Out after Indefinite Suspension.

Employees who appeal an indefinite suspension, and the suspension is upheld by an arbitrator, are not entitled to receive a pay-out of their vacation, holiday and sick accruals.

Section 8.05 Pre-emption of Chapter 143.

To the extent that any of these provisions differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.067 of the Texas Local Government Code.

Article IX. Term of Agreement

Section 9.01 Additional Option Year.

This agreement may be extended by mutual agreement. An initial meeting will be held by November 15th of the second year of the contract to discuss possible extension of the agreement by one year. A decision shall be reached by January 1st of the third year to extend the agreement or negotiations for a new agreement will move forward. Upon mutual agreement to extend this agreement, all provisions of this Agreement will remain in full force and effect, subject to the provision of this Article, during the additional year of this Agreement, which would then end on September 30, 2026.

Section 9.02 Notice and Renegotiation.

The City and the Association shall begin negotiations by February 1st of the final year of the agreement, unless otherwise mutually agreed by both parties.

Section 9.03 Extension for Successor Agreement.

If the parties are engaged in negotiations for a successor Agreement at the time this agreement, as amended, expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day/monthly increments by mutual written agreement, during a period of good faith negotiations after such termination date, not to exceed a total of three (3) months.

Section 9.04 Option to Adjust Pay Scale.

The City may elect to increase the pay of any classification in the current Civil Service Step Plan, without entering negotiations, at any time for the duration of this agreement.

Article X. Non-appropriation

Section 10.01 Non-Appropriation.

During the budget preparation process, if it appears that sufficient funds may not be available to fulfill the requirements of the Agreement, the KLEA will be notified with sufficient advanced notice to allow for re-negotiation of the parts of the Agreement affecting the financial obligations of the CITY.

Good faith efforts will be made to re-negotiate the terms of the Agreement that are in the interest of the financial well-being of the CITY. If the CITY and the Association cannot reach an agreement, then the contract will become null and void as of the last day of the fiscal year immediately preceding the year for which funds have not been appropriated.

Article XI. Notice and Negotiation of Amendments

Section 11.01 Amendments.

If either the CITY or the ASSOCIATION desires to engage in negotiation for an amendment to the current agreement, then either shall give the other party written notice of its desire to negotiate for an amendment to the current agreement. If either party declines to renegotiate an amendment to the current agreement, then no negotiation shall take place and the agreement shall remain in effect and unchanged until the expiration of the current agreement or a successor agreement is ratified by both the CITY and the ASSOCIATION.

ARTICLE XII. Contract Interpretation Dispute Resolution Procedure

Section 12.01. 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 exclusive 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. 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 12.02. 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 its Chief or designee. 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 Grievance Committee and must also be signed by the Association President.

Each grievance shall be written and state:

a brief statement of the dispute and the factual basis for the dispute;

identify the applicable sections of this Agreement alleged to have been violated;

identify the specific remedy or adjustment sought; and,

be signed by the aggrieved Officer, or if filed by the Association, the Association President or Grievance Committee Chairman.

Any claim or dispute by an employee or group of employees under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association within thirty (30) calendar days of the date when the employee knew or reasonably should have known of the claim.

Disputes by the Association or an aggrieved Officer must proceed following these steps:

An aggrieved Officer must submit his grievance to the Association Grievance Committee within fifteen (15) calendar days of the date upon which the Officer knew of, or should have known of, the facts giving rise to the dispute the basis of the grievance.

A complete copy of the grievance shall be forwarded to the Chief within three (3) calendar days of the submission to the Committee.

The Association Grievance Committee shall meet within fourteen (14) calendar days of receipt of the grievance and determine whether a meritorious grievance exists.

If the Grievance Committee determines that no meritorious grievance exists, it shall notify the Chief within three (3) calendar days of such determination and that no further proceedings will be necessary.

If the Grievance Committee determines that a meritorious grievance exists, it shall proceed to submit the grievance to the Chief within five (5) calendar days of the date of the Committee determination.

The Chief may require by policy for submission of contract disputes within the chain of command but shall determine the matter within thirty (30) calendar days of its receipt from the Association. The Chief shall make his or her determination in writing.

If the grievance is not resolved in (12.02(d)b. above), the Association Grievance Committee may advance the grievance by submitting the written grievance to the City Manager or his designee within ten (10) business days of receipt of the Chief determination.

The City Manager or his designee shall review the grievance and render a decision in writing to the Association Grievance Committee within ten (10) business days of receipt of the grievance.

Either Party shall have the right to seek mediation of the dispute by requesting same within ten (10) business days from the date of delivery of the City Manager's or his designee's decision.

The mediation shall proceed before a mutually agreed mediator or a mediator from the Federal Mediation and Conciliation Service. Each party shall be responsible for its own expenses in preparing for and representing itself at mediation, but the fees of the mediator shall be borne equally by the parties.

If the representatives have not been successful in resolving the issue within sixty (60) calendar days, the matter may proceed to arbitration if agreed in writing by both the City and the Association.

If arbitration is not mutually agreed to in writing by both the City and the Association, the matter may proceed as provided for under section 142.064(c) of the Texas Local Government Code.

Section 12.03. Arbitration.

If arbitration is mutually agreed to in writing by the City and the Association, the Parties agree that either, or both, can request a list of seven (7) arbitrators from the American Arbitration Association within seven (7) calendar days of mediation, and once received, the Parties shall strike names from the list until a single name remains. That person shall be appointed arbitrator for the dispute unless the arbitrator fails or is unable to hear the matter in which case a new list will be requested and the process repeated. The arbitration should be held at the

earliest available date but may be continued for good cause shown or upon mutual agreement. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association.

The hearing shall be held in available facilities of the City of Kyle and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) timely submitted in the dispute statement or by written agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) calendar days after close of the hearing.

Section 12.04. Decision Final and Binding.

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. If the City agrees to arbitration, 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 12.02(d) 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.

Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees of the arbitrator shall be borne equally by the Parties. 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, or 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 12.05. Mutual Extension.

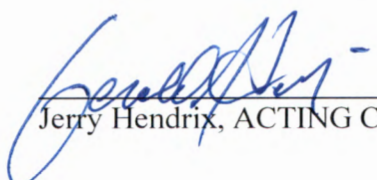
All deadlines within this article may be waived or extended by written mutual agreement by the Parties. Failure to adhere to the time limit in 12.02(d) shall result in the matter being considered satisfied and no further action shall be taken. If the last day of a time period herein falls on a Saturday, Sunday or City holiday, the time period will be extended to the next business day.

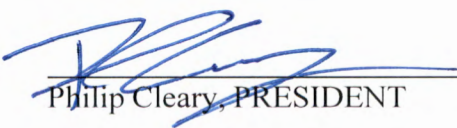
CONCLUDING PROVISION

IN WITNESS WHEREOF, we have approved and executed this amended meet and confer agreement this 16th day of August, 2022.

CITY OF KYLE, TEXAS

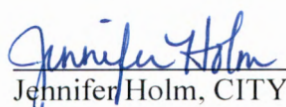
THE KYLE LAW ENFORCEMENT ASSOCIATION



Jerry Hendrix, ACTING CITY MANAGER

Philip Cleary, PRESIDENT

ATTEST:



Jennifer Holm, CITY SECRETARY

Approved at to Form:



Paige Saenz, CITY ATTORNEY

EXHIBITS A-D Civil Service Police Pay scale

City of Kyle Civil Service Police Officer Pay Scale Years 1-3

OFFICER- Year 1															
Effective 10/1/2022															
Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Months	0-12	13-24	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$60,884.67	\$63,336.00	\$65,869.44	\$67,845.52	\$69,888.00	\$71,984.67	\$73,426.08	\$74,889.36	\$76,396.32	\$77,925.12	\$79,104.48	\$80,283.84	\$81,485.04	\$82,708.08	\$83,952.96
Hourly	\$27.88	\$29.00	\$30.16	\$31.07	\$32.00	\$32.96	\$33.62	\$34.29	\$34.98	\$35.68	\$36.22	\$36.76	\$37.31	\$37.87	\$38.44

OFFICER- Year 2															
Effective 10/1/2023															
Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Months	0-12	13-24	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$63,925.68	\$66,502.80	\$69,167.28	\$71,242.08	\$73,382.40	\$75,588.24	\$77,095.20	\$78,624.00	\$80,196.48	\$81,790.80	\$83,013.84	\$84,258.72	\$85,525.44	\$86,814.00	\$88,124.40
Hourly	\$29.27	\$30.45	\$31.67	\$32.62	\$33.60	\$34.61	\$35.30	\$36.00	\$36.72	\$37.45	\$38.01	\$38.58	\$39.16	\$39.75	\$40.35

OFFICER- Year 3															
Effective 10/1/2024															
Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Months	0-12	13-24	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$66,939.60	\$69,625.92	\$72,421.44	\$74,605.44	\$76,845.96	\$79,170.00	\$80,764.32	\$82,380.48	\$84,018.48	\$85,285.20	\$86,573.76	\$87,862.32	\$89,172.72	\$90,504.96	\$91,859.04
Hourly	\$30.65	\$31.88	\$33.16	\$34.16	\$35.19	\$36.25	\$36.98	\$37.72	\$38.47	\$39.05	\$39.64	\$40.23	\$40.83	\$41.44	\$42.06

EXHIBIT A

City of Kyle Civil Service Police Corporal Pay Scale Years 1-3

CORPORAL- Year 1												
Effective 10/1/2022												
Years	4	5	6	7	8	9	10	11	12	13	14	15
Months	37-48	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$70,237.44	\$72,334.08	\$74,496.24	\$76,003.20	\$77,510.16	\$79,060.80	\$80,655.12	\$81,878.16	\$83,101.20	\$84,346.08	\$85,612.80	\$86,901.36
Hourly	\$32.16	\$33.12	\$34.11	\$34.80	\$35.49	\$36.20	\$36.93	\$37.49	\$38.05	\$38.62	\$39.20	\$39.79

CORPORAL- Year 2												
Effective 10/1/2023												
Years	4	5	6	7	8	9	10	11	12	13	14	15
Months	37-48	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$73,398.12	\$75,589.11	\$77,848.57	\$79,423.34	\$80,998.12	\$82,618.54	\$84,284.60	\$85,562.68	\$86,840.75	\$88,141.65	\$89,465.38	\$90,811.92
Hourly	\$33.61	\$34.61	\$35.64	\$36.37	\$37.09	\$37.83	\$38.59	\$39.18	\$39.76	\$40.36	\$40.96	\$41.58

CORPORAL- Year 3												
Effective 10/1/2024												
Years	4	5	6	7	8	9	10	11	12	13	14	15
Months	37-48	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$77,216.63	\$79,535.57	\$81,940.95	\$83,591.07	\$85,263.80	\$86,959.13	\$88,270.18	\$89,603.84	\$90,937.50	\$92,293.77	\$93,672.63	\$95,074.11
Hourly	\$35.36	\$36.42	\$37.52	\$38.27	\$39.04	\$39.82	\$40.42	\$41.03	\$41.64	\$42.26	\$42.89	\$43.53

EXHIBIT B

City of Kyle Civil Service Police Sergeant Pay Scale Years 1-3

SERGEANT- Year 1											
Effective 10/1/2022											
Years	5	6	7	8	9	10	11	12	13	14	15
Months	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$81,140.5 1	\$83,581.6 8	\$85,263.3 6	\$86,966.8 8	\$88,714.0 8	\$90,046.3 2	\$91,400.4 0	\$92,776.3 2	\$94,174.0 8	\$96,074.1 6	\$97,996.0 8
Hourly	\$37.15	\$38.27	\$39.04	\$39.82	\$40.62	\$41.23	\$41.85	\$42.48	\$43.12	\$43.99	\$44.87

SERGEANT- Year 2											
Effective 10/1/2023											
Years	5	6	7	8	9	10	11	12	13	14	15
Months	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$81,946.9 6	\$84,417.5 0	\$86,968.6 3	\$88,706.2 2	\$90,488.3 6	\$91,847.2 5	\$93,228.4 1	\$94,631.8 5	\$96,057.5 6	\$97,995.6 4	\$99,956.0 0
Hourly	\$37.52	\$38.65	\$39.82	\$40.62	\$41.43	\$42.05	\$42.69	\$43.33	\$43.98	\$44.87	\$45.77

SERGEANT- Year 3											
Effective 10/1/2024											
Years	5	6	7	8	9	10	11	12	13	14	15
Months	49-60	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$83,585.9 0	\$86,105.8 5	\$88,708.0 0	\$90,480.3 4	\$92,298.1 3	\$93,684.1 9	\$95,092.9 8	\$96,524.4 8	\$97,978.7 1	\$99,955.5 6	\$101,955. 12
Hourly	\$38.27	\$39.43	\$40.62	\$41.43	\$42.26	\$42.90	\$43.54	\$44.20	\$44.86	\$45.77	\$46.68

City of Kyle Civil Service Police Commander Pay Scale Years 1-3

COMMANDER- Year 1										
Effective 10/1/2022										
Years	6	7	8	9	10	11	12	13	14	15
Months	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$91,247.5 2	\$93,082.0 8	\$94,938.4 8	\$96,838.56	\$98,782.32	\$100,747.9 2	\$104,286.0 0	\$108,457.4 4	\$112,803.6 0	\$117,324.4 8
Hourly	\$41.78	\$42.62	\$43.47	\$44.34	\$45.23	\$46.13	\$47.75	\$49.66	\$51.65	\$53.72

COMMANDER- Year 2										
Effective 10/1/2023										
Years	6	7	8	9	10	11	12	13	14	15
Months	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$92,160.0 0	\$94,943.7 2	\$96,837.2 5	\$98,775.33	\$100,757.9 7	\$102,762.8 8	\$106,371.7 2	\$110,626.5 9	\$115,059.6 7	\$119,670.9 7
Hourly	\$42.20	\$43.47	\$44.34	\$45.23	\$46.13	\$47.05	\$48.71	\$50.65	\$52.68	\$54.79

COMMANDER- Year 3										
Effective 10/1/2024										
Years	6	7	8	9	10	11	12	13	14	15
Months	61-72	73-84	85-96	97-108	109-120	121-132	133-144	145-156	157-168	169+
Annual	\$94,003.2 0	\$96,842.6 0	\$98,773.9 9	\$100,750.8 4	\$102,773.1 3	\$104,818.1 4	\$108,499.1 5	\$112,839.1 2	\$117,360.8 7	\$122,064.3 9
Hourly	\$43.04	\$44.34	\$45.23	\$46.13	\$47.06	\$47.99	\$49.68	\$51.67	\$53.74	\$55.89

EXHIBIT E Promotional Point Matrix

Point categories:

1. Fitness test

a. Percentage converted into points per their age/gender (Max 5)

i. Row- (percentages)-

1. 80-84 = 1

2. 85-89 = 2

3. 90-94 = 3

4. 95-99 = 4

5. 100= 5

2. Weapons Qualifications – Only assigned duty pistol scores will be considered

a. Score converted into points (Max 3) -

i. 90-94=1

ii. 95-99=2

iii. 100=3

3. Peace Officer Education (14 overall)

a. Training hours (Max 6, not including college credit or military credit hours)

i. 1201-1500=1

ii. 1501- 1800=2

iii. 1801-2100=3

iv. 2101-2400=4

v. 2401-2700=5

vi. 2701+=6

b. Special Assignments (Max 5)

i. SWAT- 1

ii. CNT- 1

iii. Honor Guard- 1

iv. Bicycle Patrol- 1

v. DRE- 1

vi. Intoxilyzer Operator- 1

vii. FTO- 1

viii. Crash Team- 1

ix. Drone- 1

c. Higher licensing (Max 3)

i. Intermediate- 1

ii. Advanced- 2

iii. Master- 3

4. Civilian Education

a. College hours into points (max 4)

i. 30-60= 1

ii. 61-120= 2

iii. 121- 180= 3

iv. 181+ = 4

5. Years in Service

a. 1 pt. per year of service up to 10 pts (Max 10)

EXHIBIT F - Lateral Entry Starting Salary Chart

Lateral Entry Chart								
Year 1								
Previous service months	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109+
Starting Salary	\$65,869.44	\$67,845.52	\$69,888.00	\$71,984.67	\$73,426.08	\$74,889.36	\$76,396.32	\$77,925.12
Starting Hourly Rate	\$30.16	\$31.07	\$32.00	\$32.96	\$33.62	\$34.29	\$34.98	\$35.68
Year 2								
Previous service months	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109+
Starting Salary	\$69,167.28	\$71,242.08	\$73,382.40	\$75,588.24	\$77,095.20	\$78,624.00	\$80,196.48	\$81,790.80
Starting Hourly Rate	\$31.67	\$32.62	\$33.60	\$34.61	\$35.30	\$36.00	\$36.72	\$37.45
Year 3								
Previous service months	25-36	37-48	49-60	61-72	73-84	85-96	97-108	109+
Starting Salary	\$72,421.44	\$74,605.44	\$76,845.96	\$79,170.00	\$80,764.32	\$82,380.48	\$84,018.48	\$85,285.20
Starting Hourly Rate	\$33.16	\$34.16	\$35.19	\$36.25	\$36.98	\$37.72	\$38.47	\$39.05