

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF ROUND ROCK**  
**AND**  
**THE ROUND ROCK POLICE ASSOCIATION**  
[EFFECTIVE September 25, 2014]

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## **ARTICLE 1 PREAMBLE**

### **Section 1.01. Date of Agreement**

This Agreement Between the City of Round Rock and the Round Rock Police Association (this "Agreement") made, entered into, and first effective this 25 day of September, 2014 by and between the City of Round Rock, Texas, hereinafter referred to as the "CITY," and the Round Rock Police Association, hereinafter referred to as the "ASSOCIATION," and its terms shall be effective only until the expiration date of the Agreement, or as stipulated in this Agreement.

### **Section 1.02. Purpose of Agreement**

WHEREAS, the CITY has voluntarily endorsed the practices and procedures of the statutory meet and confer process as an orderly way of conducting its relations with its police officers, insofar as such practices and procedures are appropriate to the functions and obligations of the CITY to retain the rights to operate the CITY government effectively in a responsible and efficient manner; and

WHEREAS, the ASSOCIATION has pledged to support the service and mission of the Round Rock Police Department and to abide by the statutorily imposed no strike or work slow down obligations placed upon it; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE mutual covenants and agreements herein contained, the parties mutually agree as follows:

## **ARTICLE 2 DEFINITIONS**

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used.

1. "ASSOCIATION" means the Round Rock Police Association, and its officers and agents authorized to act on its behalf.
2. "Chief" means the Chief of Police of the Round Rock Police Department or his/her designee.
3. "Director" means the Director of the Round Rock Human Resources Department or his/her designee.
4. "Employer" or "CITY" means the City of Round Rock, Texas, the Round Rock Police Department and its officers, agents, managers, and others authorized to act on the CITY's behalf.

5. "Officer" means, all police officers, as the term is currently defined in Texas Local Government Code, Section 142.052, and those hired under the provisions of this Agreement in the Round Rock Police Department, except the Chief and, unless otherwise specified, Assistant Chiefs in the rank or classification immediately below Chief. The term also excludes cadets, civilian employees, retirees, and any other employees specifically exempted by the terms of this Agreement.

6. "Meet and Confer Statute" means Subchapter B of Chapter 142 of the Texas Local Government Code, Sections 142.051-142.068.

7. "Chapter 142" means Chapter 142 of the Texas Local Government Code.

8. "Authorized ASSOCIATION Representative" means a representative of the ASSOCIATION authorized by the ASSOCIATION's executive board to conduct business on behalf of the ASSOCIATION.

### **ARTICLE 3 RECOGNITION**

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all covered police officers, pursuant to Section 142.058 of Chapter 142, excluding the Police Chief, the Assistant Police Chiefs, and all civilian employees of the Police Department.

### **ARTICLE 4 MANAGEMENT RIGHTS**

#### **Section 4.01. Retained Rights – General**

The CITY retains all inherent rights to manage the Police Department and its work force which it presently enjoys, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the determination of the size of the work force, and the assignment of work to officers within the department, including the right to transfer officers; the determination of policy affecting the selection of new officers; the right to establish the services and programs provided by the department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurement and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

#### **Section 4.02. Retained Right of Independent Investigation**

The Chief of Police and the City Manager fully retain their rights to independently investigate police conduct.

## **ARTICLE 5 NON-DISCRIMINATION**

### **Section 5.01. Discrimination Prohibited**

Neither the CITY nor the ASSOCIATION shall discriminate with regard to the implementation of any term or condition of this Agreement, against any officer covered by this Agreement in a manner which discrimination would violate any applicable federal or state law or any CITY ordinances on the basis of race, creed, color, national origin, age, sex, sexual orientation, or disability.

### **Section 5.02. Association Membership or Activity**

Neither the CITY nor the ASSOCIATION shall interfere with the right of officers covered by this Agreement to become or not become members of the ASSOCIATION, and there shall be no discrimination against such officers because of lawful ASSOCIATION membership or non-membership activity or status.

### **Section 5.03. Association Fair Representation.**

The ASSOCIATION recognizes its responsibility as the exclusive representative under the Meet and Confer Statute and agrees to fairly represent all officers in the Department covered by this Agreement.

## **ARTICLE 6 WAGES AND BENEFITS**

### **Section 6.01. Base Wages**

#### **a) For Fiscal Year 2014 – 2015**

Effective with the first pay period of Fiscal Year 2014 – 2015, the pay scale attached hereto as Exhibit A shall apply to all police officers covered by this Agreement.

#### **b) For Fiscal Year 2015 – 2016**

Effective with the first pay period of Fiscal Year 2015 – 2016, the pay scale attached hereto as Exhibit B shall apply to all police officers covered by this Agreement.

#### **c) For Fiscal Year 2016 – 2017**

Effective with the first pay period of Fiscal Year 2016 – 2017, the pay scale attached hereto as Exhibit C shall apply to all police officers covered by this Agreement.

### **Section 6.02. Agreement Supersedes §142.0015 of Texas Local Govt. Code**

It is expressly agreed that this Agreement shall supersede the requirements of Texas Local Government Code section § 142.0015 to the extent of any conflict.

### **Section 6.03. Assistant Chiefs**

The City Manager has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget.

### **Section 6.04. Education and Certificate Pay**

It is understood that there are minimum requirements for education and TCOLE certificates for the various ranks in the Police Department. In the event that an officer possesses more than the minimum education and/or certification requirements for his/her rank, said officer shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time).

#### **a) Certificate Pay**

(1) Each officer holding an Intermediate TCOLE Certificate shall be paid fifty dollars (\$50.00) per month (\$23.07 per pay period). Each officer holding an Advanced TCOLE Certificate shall be paid one hundred fifty dollars (\$150) per month (\$69.23 per pay period). Each officer holding a Master TCOLE Certificate shall be paid three hundred dollars (\$300.00) per month (\$138.46 per pay period). An officer shall be entitled to receive the extra pay for only the highest TCOLE certificate he/she holds.

#### **b) Education Incentive Pay**

(1) Each officer holding an Associate's degree shall be paid one hundred twenty-five dollars (\$125.00) per month (\$57.70 per pay period).

(2) Each officer holding a Bachelor's degree shall be paid two hundred and forty dollars (\$240.00) per month (\$110.77 per pay period).

(3) Each officer holding a Master's degree shall be paid three hundred twenty dollars (\$320.00) per month (\$147.70 per pay period).

(4) Each officer who does not hold an Associate's degree, but has a minimum of sixty (60) hours from an accredited college or university and is currently receiving Education Incentive Pay on the effective date of this Agreement shall continue to receive Education Incentive Pay in the amount of one hundred twenty-five dollars (\$125) per month (\$57.70 per pay period.)

An officer shall be entitled to receive the extra pay for only the highest degree he/she holds.

## **Section 6.05. Sick Leave Paid upon Retirement**

During the term of this Agreement, a police officer who applies for and is approved for retirement under the TMRS retirement system shall be paid for accumulated hours of sick leave based upon years of service as follows:

Less than 10 years of service	No payment for sick leave;
10 to 15 years of service	Payment for up to 80 hours of accumulated sick leave;
15 to 20 years of service	Payment for up to 120 hours of accumulated sick leave; and
More than 20 years of service	Payment for up to 160 hours of accumulated sick leave.

Police officers who resign or who are terminated will receive no payment for accumulated sick leave.

## **ARTICLE 7 ON-CALL**

Each officer who is considered on on-call status shall be paid fifty dollars \$50 per seven day on-call period. If the on-call period includes a CITY holiday, the officer on on-call status will be paid an additional twenty dollars (\$20.00) for the holiday. At no time should an officer receive more than \$50 for standard on-call or \$70 for on-call during a holiday week.

## **ARTICLE 8 PROMOTIONS**

The procedures with respect to promotions in the Police Department shall be carried out in accordance with the policy of the Police Department as set forth in Exhibits D-1 (Promotional Process for Sergeant and Lieutenant) and D-2 (Promotional Process for Police Commander and Assistant Chief of Police), attached hereto and incorporated herein for all purposes. The Chief of Police may make amendments to Exhibits D-1 and D-2 with the express written consent of the Association.

## **ARTICLE 9 HIRING PROCESSES**

### **Section 9.01. Hiring Policy**

The procedures for hiring in the Police Department shall be carried out in accordance with the policy of the Police Department as set forth in Exhibit E, attached hereto and incorporated herein for all purposes. The Chief of Police may make amendments to Exhibit E with the express written consent of the Association.

### **Section 9.02. Reappointment after Resignation**

An officer who voluntarily resigns in good standing from the Police Department may apply and be reappointed at the discretion of the Police Chief upon completion of an updated background check and



interview; provided however, that no more than twenty-four months has passed from the date of the resignation.

## **ARTICLE 10 DETERMINATION OF PHYSICAL AND MENTAL FITNESS**

### **Section 10.01. Personal Physician Report**

If a question arises as to whether a police officer is sufficiently physically or mentally fit to continue the person's duties, the police officer shall submit to the Director a report from the officer's personal physician, psychiatrist, or psychologist, as appropriate.

### **Section 10.02. If Report is Questioned**

If the Director, the Chief or the police officer question the report, the Director shall appoint a physician, psychiatrist, or psychologist, as appropriate, to examine the police officer and to submit a report to the Director, the Chief and the officer.

### **Section 10.03. If Report Disagrees With Original Report**

If the report of the appointed physician, psychiatrist, or psychologist, as appropriate, disagrees with the report of the police officer's personal physician, psychiatrist, or psychologist, as appropriate, the Director shall appoint a three-member board composed of a physician, a psychiatrist, and a psychologist, or any combination thereof, to examine the police officer. The board's decision regarding the officer's fitness for duty shall be final.

### **Section 10.04. Payment of Costs**

The police officer shall pay the cost of the services of the officer's personal physician, psychiatrist, or psychologist, as appropriate. The CITY shall pay all other costs.

## **ARTICLE 11 PERSONNEL FILE**

### **Section 11.01 Director to Maintain Personnel File**

The Director shall maintain a personnel file on each police officer. The personnel file must contain any letter, memorandum, or document relating to:

a) a commendation, congratulation, or honor bestowed on a police officer by a member of the public or by the Police Department for an action, duty, or activity that relates to the officer's official duties;



b) any misconduct by the police officer if the letter, memorandum, or document is from the Police Department and if the misconduct resulted in disciplinary action by the Police Department in accordance with departmental policy; and

c) the periodic evaluation of the police officer by a supervisor.

#### **Section 11.02. Insufficient Evidence**

A letter, memorandum, or document relating to the alleged misconduct by the police officer may not be placed in the officer's file if the Chief determines that there is insufficient evidence to sustain the charge of misconduct.

#### **Section 11.03. Removal from Personnel File**

A letter, memorandum, or document relating to disciplinary action taken against the police officer or to alleged misconduct by the police officer that is placed in the officer's personnel file as provided in Sec. 11.02 above shall be removed from the officer's file if the Police Chief finds that:

- a) the disciplinary action was taken without just cause; or
- b) the charge of misconduct was not supported by sufficient evidence.

#### **Section 11.04. Notice of Negative Document**

If a negative letter, memorandum, document, or other notation of negative impact is included in a police officer's personnel file, the Chief shall, within 30 days after the date of the inclusion, notify in writing the affected police officer. The police officer may, on or before the 15<sup>th</sup> day after the date of receipt of the notification, file a written response in the personnel file to the negative letter, memorandum, document, or other notation.

#### **Section 11.05. Copies**

The police officer is entitled, on request, to a copy of any letter, memorandum, or document placed in the officer's personnel file. The CITY may charge the police officer a reasonable fee not to exceed the actual cost for any copies provided under this section.

#### **Section 11.06. Release of Information**

The Director may not release any information contained in a police officer's personnel file without first obtaining the officer's written permission, unless the release of the information is required by law.

### **Section 11.07. Police Department File**

The Police Department may maintain a personnel file on a police officer for the Police Department's use, but the Department may not release any information contained in the Department file to any agency or person requesting information relating to a police officer. The Department shall refer to the Director a person or agency that requests information that is maintained in the officer's personnel file.

## **ARTICLE 12 DISCIPLINARY PROCEDURES**

### **Section 12.01. Article 13 of the Round Rock Charter**

During the term of this Agreement, the parties acknowledge and agree that **Article 13, POLICE DEPARTMENT DISCIPLINARY PROCEDURES**, Round Rock Charter shall continue to govern the procedure for the appeal of certain disciplinary actions.

### **Section 12.02. Code of Ordinances**

During the term of this Agreement, the parties acknowledge and agree that disciplinary proceedings will be carried out in accordance with the terms and provisions of the Round Rock Code of Ordinances, Sections 2-180 through 2-184.

### **Section 12.03. Citizen Complaints**

During the term of this Agreement, the Police Department will not investigate any police policy violation that is based on an act that occurred more than 90 days prior to the complaint. The Police Department will also not discipline any officer based on any such late filed complaint. However, this 90 day provision does not apply to complaints involving criminal misconduct of an officer.

## **ARTICLE 13 TERM OF AGREEMENT**

### **Section 13.01. Term of Agreement**

a) This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made effective on any other date. It shall remain in full force and effect, subject to the provisions of this Article, until September 30, 2017.

b) The provisions of this Agreement do not apply to any officer who separates from CITY employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

### **Section 13.02. Notice and Renegotiation**

If either the CITY or the ASSOCIATION desires to engage in negotiation for a successor Agreement, then either or both shall give the other party written notice of its desire to negotiate for a new Agreement no less than 120 days before the expiration of the present Agreement. In the event that notice of intent to renegotiate is given by either party, the parties will begin negotiations for a new Agreement not later than sixty (60) days after notice is given, unless the parties agree otherwise.

### **Section 13.03. Continuation During Negotiations**

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the ASSOCIATION's and the CITY's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months.

### **Section 13.04. Effect of Termination**

a) In the event that a successor Agreement has not been ratified before the expiration date of this Agreement, all provisions of this Agreement, both economic and non-economic, shall expire and no longer be in full force and effect, except as to specific Articles or Sections hereof which provide that some or all of their terms will continue beyond expiration of this Agreement.

b) After expiration/termination of this Agreement, it is expressly understood that the wages and compensation specified in this Agreement may then be placed at a level determined by the City Manager, as funds are authorized by the City Council.

### **Section 13.05. Funding Obligations**

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

## **Article 14 Miscellaneous**

### **Section 14.01. Association Notices**

Notices the ASSOCIATION is required to provide to the CITY under this Agreement or Chapter 142, unless specifically noted otherwise, will be provided in writing to the office of the Chief of Police and the City Attorney.



#### **Section 14.02. City Notices**

Notices the CITY is required to provide to the ASSOCIATION under this Agreement or Chapter 142, unless specifically noted otherwise, will be provided in writing to the ASSOCIATION President.

#### **Section 14.03. Designation of Notice Recipients**

Within 10 calendar days after the effective date of this Agreement, both parties will provide the other written notice of the correct mailing and e-mail addresses of its designated recipients.

#### **Section 14.04. Timeliness of Mail Notice**

A notice provided by mail will be deemed timely if addressed to the two correct mailing addresses for the CITY or the ASSOCIATION and postmarked no later than the date such notice is due.

#### **Section 14.05. Adequacy of Email Notice**

Use of email communications under this paragraph shall be preceded by confirmed exchanges at the outset of this Agreement, from the sending to receiving servers, prior to using the email option for notices under this section. Each party agrees to provide notice of any change in email addresses of any designated recipient following the initial exchange of emails. In recognition of the fact that email systems are dependent on a number of technical factors, the parties agree to confirm the receipt of email notices by sending a "read receipt" to the other party or sending a brief acknowledgment of receipt. A notice sent by e-mail will be deemed timely if addressed to the two correct e-mail addresses for the CITY or the Association and sent by 4:59 p.m. on the due date.

#### **Section 14.06. Notice of Address Changes**

Notice of any changes of address or e-mail address must be provided in writing to the other party within 7 calendar days of the change.

#### **Section 14.07. Subjects and Issues**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to raise issues and make proposals with respect to any subject or matter not removed by law from the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the ASSOCIATION, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as provided for single issue negotiation above.

#### **Section 14.08. Amendment of the Agreement**

This Agreement may be amended during its term by the parties only by written mutual agreement.

#### **Section 14.09. Benefit of the Bargain**

In the event that the Texas Legislature amends any provision of Texas Local Government Code that changes wages or benefits for City of Round Rock Police Officers during the term of this Agreement, any such amendment shall not be applicable to the officers covered by this Agreement, unless the City Council adopts such amendment by Ordinance. Examples of wages and benefits include, but are not limited to, base salary, longevity, assignment pay, sick leave, vacation, health insurance, and weapon provision mandates.

#### **Section 14.10. Effect of Illegal Provision**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.

#### **Section 14.11. Change in Authorized Representative**


During the term of this Agreement, if there is a withdrawal of recognition of the ASSOCIATION pursuant to Section 142.056 of the Texas Local Government Code, then it will be the CITY's option to continue the terms of this Agreement or to cancel the Agreement and engage in negotiations with the successor organization, if any.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 25<sup>th</sup> DAY OF September, 2014.

**CITY OF ROUND ROCK**

  
\_\_\_\_\_  
Alan McGraw, Mayor

**ROUND ROCK POLICE ASSOCIATION**

  
\_\_\_\_\_  
John Rowe, President

# Exhibit A

## Payscale for 2014 – 2015

### Round Rock Police Department Pay Step Plan



Effective October 1, 2014

Officer			Sergeant		Lieutenant		Commander	
(Cadets start at 75% of base = 17.88)			Annual	Hourly	Annual	Hourly	Annual	Hourly
Base	\$49,595	\$23.84						
1 yr exp	\$54,835	\$26.36						
2 yrs exp	\$59,665	\$28.68						
3	\$60,558	\$29.11						
4	\$61,443	\$29.54	\$69,341	\$33.34				
5	\$62,342	\$29.97	\$72,130	\$34.68				
6	\$63,256	\$30.41	\$73,364	\$35.27	\$84,415	\$40.58		
7	\$64,181	\$30.86	\$74,610	\$35.87	\$87,533	\$42.08		
8	\$65,122	\$31.31	\$75,902	\$36.49	\$88,906	\$42.74	\$96,831	\$46.55
9	\$66,075	\$31.77	\$77,201	\$37.12	\$90,300	\$43.41	\$101,410	\$48.75
10	\$67,043	\$32.23	\$78,523	\$37.75	\$91,717	\$44.09	\$103,385	\$49.70
11	\$68,026	\$32.71	\$79,870	\$38.40	\$93,156	\$44.79	\$105,400	\$50.67
12	\$69,025	\$33.19	\$81,225	\$39.05	\$94,618	\$45.49	\$107,455	\$51.66
13	\$70,048	\$33.68	\$82,644	\$39.73	\$96,103	\$46.20	\$109,550	\$52.67
14	\$71,065	\$34.17	\$84,052	\$40.41	\$97,612	\$46.93	\$111,689	\$53.70
15	\$72,108	\$34.67	\$85,500	\$41.11	\$99,146	\$47.67	\$113,870	\$54.75
16	\$73,166	\$35.18	\$86,963	\$41.81	\$100,705	\$48.42	\$116,095	\$55.81
17	\$73,813	\$35.49	\$88,458	\$42.53	\$102,128	\$49.10	\$118,037	\$56.75

# Exhibit B

## Payscale for 2015 – 2016

### Round Rock Police Department Pay Step Plan



Effective October 1, 2015

Officer			Sergeant		Lieutenant		Commander	
(Cadets start at 75% of base = 17.88)			Annual	Hourly	Annual	Hourly	Annual	Hourly
Base	\$49,595	\$23.84						
1 yr exp	\$54,918	\$26.40						
2 yrs exp	\$59,748	\$28.72						
3	\$60,641	\$29.15						
4	\$61,527	\$29.58	\$69,341	\$33.34				
5	\$62,425	\$30.01	\$72,276	\$34.75				
6	\$63,339	\$30.45	\$73,510	\$35.34	\$84,415	\$40.58		
7	\$64,264	\$30.90	\$74,755	\$35.94	\$87,741	\$42.18		
8	\$65,205	\$31.35	\$76,048	\$36.56	\$89,114	\$42.84	\$96,831	\$46.55
9	\$66,158	\$31.81	\$77,346	\$37.19	\$90,508	\$43.51	\$101,805	\$48.94
10	\$67,126	\$32.27	\$78,669	\$37.82	\$91,925	\$44.19	\$103,780	\$49.89
11	\$68,110	\$32.75	\$80,015	\$38.47	\$93,364	\$44.89	\$105,795	\$50.86
12	\$69,108	\$33.23	\$81,371	\$39.12	\$94,826	\$45.59	\$107,850	\$51.85
13	\$70,131	\$33.72	\$82,790	\$39.80	\$96,311	\$46.30	\$109,945	\$52.86
14	\$71,148	\$34.21	\$84,197	\$40.48	\$97,820	\$47.03	\$112,084	\$53.89
15	\$72,191	\$34.71	\$85,646	\$41.18	\$99,354	\$47.77	\$114,265	\$54.94
16	\$73,813	\$35.49	\$88,397	\$42.50	\$102,127	\$49.10	\$118,037	\$56.75



# Exhibit C

## Payscale for 2016 – 2017

### Round Rock Police Department Pay Step Plan



Effective October 1, 2016

Officer			Sergeant		Lieutenant		Commander	
(Cadets start at 75% of base = 17.88)			Annual	Hourly	Annual	Hourly	Annual	Hourly
Base	\$49,595	\$23.84						
1 yr exp	\$55,043	\$26.46						
2 yrs exp	\$59,873	\$28.78						
3	\$60,766	\$29.21						
4	\$61,651	\$29.64	\$69,341	\$33.34				
5	\$62,550	\$30.07	\$72,463	\$34.84				
6	\$63,464	\$30.51	\$73,697	\$35.43	\$84,415	\$40.58		
7	\$64,389	\$30.96	\$74,943	\$36.03	\$87,991	\$42.30		
8	\$65,330	\$31.41	\$76,235	\$36.65	\$89,363	\$42.96	\$96,831	\$46.55
9	\$66,283	\$31.87	\$77,533	\$37.28	\$90,757	\$43.63	\$102,304	\$49.18
10	\$67,251	\$32.33	\$78,856	\$37.91	\$92,174	\$44.31	\$104,279	\$50.13
11	\$68,234	\$32.81	\$80,203	\$38.56	\$93,613	\$45.01	\$106,294	\$51.10
12	\$69,233	\$33.29	\$81,558	\$39.21	\$95,076	\$45.71	\$108,349	\$52.09
13	\$70,256	\$33.78	\$82,977	\$39.89	\$96,561	\$46.42	\$110,444	\$53.10
14	\$71,273	\$34.27	\$84,385	\$40.57	\$98,069	\$47.15	\$112,583	\$54.13
15	\$73,819	\$35.49	\$88,400	\$42.50	\$102,127	\$49.10	\$118,037	\$56.75

# Exhibit D-1

4/1.01.09 Promotional Process for Sergeant and Lieutenant  
CALEA 34.1.3

## DEFINITION

Process Coordinator	The commander of the Training Division or designee, who is responsible for every aspect of the promotional process. The coordinator must hold equal or higher grade than that of the position being tested.
Calendar Day	A day as listed on the calendar.
Business Day	The part of a day during which most city offices are operating, from 8 a.m. to 5 p.m. Monday through Friday.

## POLICE SERGEANT

In order to be eligible for promotion to Sergeant, an Officer must have:

1. Either:
  - a. Four continuous years of commissioned service with the Round Rock Police Department and a minimum of 30 college credit hours from an accredited institution prior to the test date or
  - b. A total of six years of full-time commissioned service with the Round Rock Police Department.
2. An Intermediate TCLEOSE Certification.
3. Successfully completed all phases of the promotional process as outlined in policy.

## POLICE LIEUTENANT

In order to be eligible for promotion to Lieutenant, a Sergeant must have the following by the promotion exam date:

1. Two years of continuous full-time experience as a Sergeant with the Round Rock Police Department.
2. An advanced TCLEOSE Certificate.
3. A minimum of 60 college credit hours from an accredited institution.
4. Successfully completed all phases of the promotional process as outlined in policy.

## GENERAL PROCESS

Notice will be posted for a period of fifteen (15) calendar days indicating that a promotional process is to begin for Sergeant or Lieutenant. The notice shall contain the following information:

1. The position(s) being tested for
2. Minimum qualifications for the position(s)
3. Dates of the application period
4. Application due date
5. Date, time, and location of the written test (no less than 90 days from closing date of posted notice)
6. Date, time and location of the assessment center
7. A description of the applicable study material
8. The name of the process coordinator

## PHASE I: PROCESS POSTING AND PROMOTION APPLICATION

A notice containing the above listed information will be posted for a period of fifteen (15) calendar days indicating that a promotional process is to begin. Candidates are responsible for completion and submission of the promotion application form (Form PD-061-06) – including all supporting documentation – to the process coordinator no later than 5 p.m. on the last day of the posting period.

## PHASE II: PROMOTION APPLICATION REVIEW

The process coordinator will review the candidate's application form (PD-061-06) and determine if candidates meet the minimum qualifications to continue. The process coordinator will post a list of qualified candidates to continue in the process.

## PHASE III: CANDIDATE BIOGRAPHY SUBMISSION AND WRITTEN EXAM

On the date of the written exam, candidates for Sergeant and Lieutenant will arrive at the designated testing location no later than the posted time and submit their completed Candidate Biography form (PD-063-06) with supporting documentation for all points claimed prior to the beginning of the written exam.

A written test will be administered to all qualified candidates for Sergeant and Lieutenant. The test will be appropriate to the promotional level sought. A candidate must score seventy (70) percent or higher on the written test in order to qualify for the assessment center phase.

The written test scores constitute 20 percent of the total promotional score for the Sergeant and Lieutenant processes. Upon completion of this phase, the process coordinator is responsible for posting the written exam scores of the candidates.

The process coordinator will convene a Candidate Biography review panel consisting of Division Commanders or their designees no later than five business days following the written exam. The review panel will review/validate the Candidate Biography (PD-063-06) scores.

In cases where the candidate did not provide required supporting documentation, points will not be awarded for that area. The process coordinator is responsible for posting the combined written exam and Candidate Biography scores. These scores reflect 60 percent of the total promotional score for Sergeant and Lieutenant promotional processes.

Scoring the Candidate Biography (Form PD-063-06) packet for Sergeant and Lieutenant processes will occur according to this formula:

Area of Candidate Experience	Maximum Possible Impact on Score
Promotional Readiness Assessment	+40 Points
College hours	+20 Points
Career Enhancements	+10 Points
Law Enforcement Experience	+10 Points
TCLEOSE Certificate	+10 Points
Awards	+05 Points
Disciplinary Action	-10 Points
Total Possible Points	95 Points

NOTE: Each section should be rounded to the nearest tenth (0.1) of a point.

1. Promotional Readiness Assessment, Form PD-058-12 (40 possible points). Scores will be based upon the ratings received by the individual in each rating element. The assessment shall be based upon the previous two years of performance.

a. The points will be calculated on the basis of the ratio of a candidate's assessment ratings to the total possible number of standards which the candidate could have been rated superior.

b. The candidate's current supervisor is responsible for ensuring the assessment is completed. In the event a candidate was supervised by multiple supervisors during the period being assessed, those supervisors shall collaborate to produce a single assessment document. If the candidate had been under the supervision of the current supervisor for less than 90 days when the request for an assessment is made, the assessment shall be completed by the candidate's previous supervisors.

2. College Hours. Points for college credit hours will be calculated by scoring 1 point for every eight credit hours of college credit received by the candidate, with a total of twenty (20) possible points.

3. Career Enhancements (10 possible points). Each of the below listed assignments adds five (5) points to a candidate's score, up to a maximum of ten (10) points. To receive credit, the officer must have completed a minimum of one year in a special assignment, such as.

- a. Special Weapons and Tactics Team (SWAT)
- b. Collision Reconstruction Team
- c. School Resource Officer (SRO)
- d. Detective
- e. Street Crimes
- f. Training Division
- g. Public Information Officer (PIO)
- h. Community Affairs Officer
- i. Field Training Officer (FTO); one year equals 5 points, two years equals 10 points

4. Law Enforcement Experience. Candidates score one point for each full year of service over four years for those in a Sergeant's process and one point for each full year over six years for those in a Lieutenant's process – up to a maximum of ten points.

5. TCLEOSE Certificate (10 possible points). Candidates with an Advanced Certificate score five (5) points. Candidates with a Master's certificate score an additional five (5) points.

6. Awards (5 possible points). Candidates score points for awards that result in the presentation of a uniform ribbon bar, as detailed in Section 4/1.02.07, *Department Commendations*, of the Department Manual. Candidates score one (1) point for each such award, up to a maximum of five (5) points.

7. Disciplinary Action (10 possible points in reduction). Candidates lose two (2) points for each Letter of Reprimand received during the three-year period ending on the written test. Candidates lose three (3) points for each eight (8) hours of suspension received during the three-year period ending on the written test date, up to a maximum potential loss of 10 points.

#### PHASE IV: ASSESSMENT CENTER

The assessment center is designed to evaluate the candidate's critical/strategic thinking skills, leadership ability, counseling/mentoring ability, employee career-development skills, and professional written and verbal communications skills. Assessment center participants will perform a variety of scenarios that may include time-sensitive challenges; problem identification and corrective action; demonstrations of leadership skills and styles; team concepts; discipline skills; and action plans. The assessment center also will include an oral interview which may cover areas such as employment history, training, career objectives, and items covered in the Candidate Biography form (PD-063-06) to include other areas of the Assessment Center.

The assessors will generally consist of three (3) law enforcement personnel and one (1) civilian from outside the Department. Exercises will be appropriate to the promotional level sought. The assessment center will count as forty (40) percent of the total score for relevant promotional processes. A candidate must complete the assessment center with a score of seventy (70) percent or higher in order to be considered for promotion.

#### PHASE VI: FINAL SCORING

Calculation of an applicant's final score for Sergeant and Lieutenant processes is as follows:

Final Score = (Candidate Review Score × 0.40) + (Written Test Score × 0.20) + (Assessment Center Score × 0.40)

The following is an example of this scoring process at work:

Segment of Process	Example Result	Weight of Segment	Score
Candidate Biography form (Form PD-063-06) Review	82 Points	0.40 (40%)	32.8
Written Test	91 Percent	0.20 (20%)	18.2
Assessment Center	85 Percent	0.40 (40%)	34.0
FINAL SCORE			85.0

#### ELIGIBILITY LISTS

At the conclusion of the process, an eligibility list of candidates containing the scores for each phase will be posted in descending order. In cases of identical scores, length of service with the Round Rock Police Department will determine the ranking. All lists remain in effect for a period of one (1) year from the date of posting or upon exhaustion of the list. Should any person on an eligibility list elect not to accept a promotion, they will be removed from the list and may not be considered for promotion for the duration of that list.

#### RESPONSIBILITIES

##### *Chief of Police*

The eligible promotional candidate for Sergeant or Lieutenant having the highest grade on the eligibility list shall be promoted as vacancies at that rank occur, unless the Chief of Police has a valid reason for not appointing the person. If the Chief has a valid reason for not appointing the eligible promotional candidate having the highest grade, he or she shall personally discuss the reason with the person being bypassed before appointing another person from the eligibility list. The Chief shall also file the reason in writing and shall provide the person with a copy of the written notice. In the event that an eligible promotional candidate for Sergeant or Lieutenant is bypassed for promotion by the Chief of Police, that candidate may appeal that decision to the City Manager. All such appeals shall be made in writing to the City Manager within five (5) business days following the employee's receipt of the Chief's written notice.

#### *Training Division Commander*

Generally, the Training Division Commander oversees and coordinates the Department promotional processes or assigns a coordinator for each promotional process. In instances where independent vendors are not utilized, the Training Division is responsible for the promotional process. The Training Division e Commander is responsible for maintaining the security of the testing material.

#### *Process Coordinator*

The coordinator is responsible for every aspect of the promotional process, including the posting of applicable notices, notification of applicants, preparation of materials, calculating and maintaining all scores during the process, creation of the eligibility lists, and facilitation of the appeals panel.

#### *Candidate*

The candidate is responsible for timely application and submission of all required paperwork to include all supporting documentation and the acquisition of related study materials that may be required and being on time for the promotional phases.

### REVIEW AND APPEAL OF PROCESS FOR SERGEANT AND LIEUTENANT

#### *Appeals Panel*

Employees may appeal the results of their own promotional examinations and processes. All appeals (except of the written test) shall be made in writing to the process coordinator within five (5) business days following the posting of phase results. The review panel shall convene and render a decision within five (5) business days of the appeal deadline of each phase.

A panel consisting of three members appointed by the Chief or his designee and holding at least the rank of the position being tested will comprise the appeals panel. The appeals panel hears appeals and renders final decisions as described within each phase of the process. The promotion coordinator will facilitate as required.

The final decision for each appeal will be determined by majority vote. The senior member of the appeals panel will chair the panel and document and present the panel's decision.

#### *Appeal of Written Test Scores*

The coordinator will allow each candidate two (2) hours to review and prepare a written appeal to their written test and related testing material immediately following the conclusion of the test. Following the review period, the appeals panel will convene as necessary to review all appeals of the written test and to render final decisions. The process coordinator is responsible for finalizing the scores of each candidate and posting the scores. There are no other appeals permitted beyond the final decision of the appeal panel.

### REAPPLICATION

If a candidate is on the promotional list and the list has the potential of expiring prior to the next testing process, then that candidate may re-apply for the next testing cycle without being removed from the current list.

## Exhibit D-2

4/1.01.10

### Promotional Process For Police Commander and Assistant Chief of Police

CALEA 34.1.3

#### DEFINITION

Process Coordinator	The Chief of Police or designee shall serve as the process coordinator, who is responsible for every aspect of the promotional process.
Calendar Day	A day as listed on the calendar.
Business Day	The part of a day during which most city offices are operating, from 8 a.m. to 5 p.m. Monday through Friday.
Adequate Pool of Candidates	For the purposes of this policy, an adequate pool of candidates is achieved when three or more applicants are available for an open position in the Commander and Assistant Chief ranks.

#### POLICE COMMANDER

In order to be eligible for promotion to Commander, an applicant must have the following by the submission deadline for the Candidate Biography form (PD-061-06):

1. Be a current Lieutenant who has successfully completed the probationary period as Police Lieutenant at the Round Rock Police Department.
2. Have an Advanced TCLEOSE Certificate.
3. Two years of continuous experience as a Police Lieutenant with the Round Rock Police Department.
4. Completion of an approved executive-level training program (examples: Leadership Command College, FBI National Academy).
5. Bachelor's Degree from an accredited institution.

#### ASSISTANT CHIEF OF POLICE

In order to be eligible for promotion to Assistant Chief of Police, an applicant must have the following by the submission deadline for the Candidate Biography form (PD-061-06):

1. Have successfully completed the probationary period as a Police Commander with the Round Rock Police Department.
2. Advanced TCLEOSE Certificate.
3. Two years of continuous experience as a Police Commander with the Round Rock Police Department prior to the assessment date.
4. Completion of an approved executive-level training program (examples: Leadership Command College, FBI National Academy).
5. Bachelor's Degree from an accredited institution.

#### GENERAL PROCESS

Notice will be posted for a period of fifteen (15) calendar days indicating that a promotional process is to begin for Commander or Assistant Chief. The notice shall contain the following information:

1. The position(s) being tested for
2. Eligibility requirements for the position(s)
3. Dates of the application period
4. Application due date
5. Date, time and location of the Chief's interview.
6. The name of the process coordinator\

The Chief of Police may waive the posting period for a Commander or Assistant Chief's process, provided all eligible candidates are notified. Candidates are responsible for completion and submission of the Candidate Biography form (PD-061-06) with supporting documentation to the process coordinator no later than 5 p.m. on the last day of the posting period or as determined by the Chief of Police when the posting period is waived.

In the event that an adequate pool of candidates for an open Commander or Assistant Chief position is not available, the Chief of Police may waive one or more of the eligibility requirements for the position in order to obtain an adequate pool of applicants. In no case will the Chief of Police waive the requirements that a Commander's applicant be a lieutenant or that an Assistant Chief's applicant be a Commander.



#### INTERVIEW WITH THE CHIEF OF POLICE

Selections for Commander and Assistant Chief will be made by the Chief of Police based on the submitted Candidate Biography form (PD-061-06) with supporting documentation and an interview with the Chief of Police. This interview may (a) include uniform questions and rating scales, (b) assess a defined set of personal attributes and (c) be recorded on a standardized form. The interview questions may be designed to touch on various job-related elements of the vacant position.

On the date of the interview with the Chief of Police, candidates will arrive at the designated location no later than the posted time. The Chief of Police may choose to have others present during the interview.

#### RESPONSIBILITIES

##### *Chief of Police*

Acts as process coordinator unless a designee is named. The Chief conducts the interview process, and makes the promotion selections.

At the conclusion of a Commander's interview process, the Chief shall establish a one (1)-year eligibility list rank-ordering the applicants. Those on the eligibility list shall be promoted as vacancies at that rank occur, unless the Chief of Police has a valid reason for not appointing the list-ranked person. If the Chief has a valid reason for not appointing the eligible promotional candidate having the highest rank order, he or she shall personally discuss the reason with the person being bypassed before appointing another person from the eligibility list. The Chief shall also file the reason in writing and shall provide the person with a copy of the written notice.

##### *Process Coordinator*

If the coordinator is not the Chief of Police, that designee oversees and coordinates the Commander or Assistant Chief promotional process. The *coordinator* is responsible for every aspect of the promotional process, including the posting of applicable notices, notification of applicants, and the scheduling of interviews.

##### *Candidate*

The candidate is responsible for timely application and submission of all required paperwork to include all supporting documentation and being on time for the promotional interview.

#### APPEAL OF COMMANDER AND ASSISTANT CHIEF SELECTIONS

The positions of Commander and Assistant Chief are directly selected by the Chief of Police, and such appointments are not subject to appeal.



# Exhibit E

## SELECTION PROCEDURES OUTLINE

### I. SELECTION PROCEDURES

The selection process consists of thirteen (13) separate and distinct procedures. These are, in the order of their occurrence. Candidates must meet minimum standards for initial licensure as dictated by TCLEOSE (Texas Commission on Law Enforcement Officer Standards and Education). Although selection is based upon the successful completion of all of the below listed procedures, the nature of the selection process allows any single failed procedure to result in the elimination of a candidate from further consideration.

2. Personal history check
  - A. A check of each candidate's personal history, based upon information supplied by the candidate in the application packet, shall be conducted.
  - B. The personal history check may be grounds for disqualification of a candidate if it reveals appropriate facts and information.
3. Written aptitude test
  - A. The administered test shall be a validated written entry-level selection test.
  - B. Candidates must achieve a score of no less than 70 percent on each section of the written exam.
  - C. Candidates who fail to achieve a passing score shall be disqualified from further testing.
  - D. While taking the written test candidates shall be disqualified for looking at another's test, discussing questions or answers or attempting to obtain answers in any other manner.
4. Physical ability testing
  - A. Candidates must complete the ability course in the time allowed.
5. Preliminary Interview Board
  - A. Candidates must pass an oral interview that will assess interpersonal skills and judgment.
6. Hilson examination
  - A. The results of the exam will be evaluated by a licensed psychologist.
7. Background investigation
  - A. A thorough background investigation shall be performed on each candidate by the recruiting coordinator or his designee.
  - B. Only personnel trained in collecting the required information shall be used to conduct background investigations.
  - C. The background investigation shall include:
    - (1) Verification of information supplied on the application;
    - (2) Verification of the candidate's qualifying credentials.
    - (3) A review of the candidate's criminal history, if any, through TCIC/NCIC.
    - (4) A review of the candidate's driving record, if any.
    - (5) A check of the candidate's financial credit history.
    - (6) Verification of at least three personal references of the candidate.
    - (7) Contact with police agencies in cities and towns where the candidate has lived.
    - (8) A review of the candidate's employment history.
    - (9) Personal contact whenever possible with the candidate's references: neighbors, family, school administrators, etc.
  - D. Investigators shall use whatever legal means are at their disposal – including teletype, computers, agency records, phones, and personal contacts – to thoroughly verify and investigate information.
  - E. Investigators shall follow leads and information to further the scope of the investigation and are not limited by the information supplied on the application.
  - F. Verification of all information shall be supported by written notations.
  - G. A record of each candidate's background investigation shall be maintained on file for at least five years.
    - (1) Files of candidate's placed on probationary status shall be maintained in the employee's personnel file within the Human Resource department.
    - (2) The Department maintains files of unsuccessful candidates.
8. Background review

- A. A combination of at least three division commanders will be empanelled to review the completed personal histories.
  - B. Collectively, they determine – based on Department standards – whether the applicant continues in the selection process.
9. Oral review board
- A. The interview panel
    - (1) The interview panel shall consist of four sworn members one of which will be a lieutenant to chair the panel and one civilian employee
    - (a) Once impaneled, the review board shall remain intact to complete the review of all candidates unless an emergency prevents the same board from remaining intact.
    - (b) The officer conducting background investigations may participate in the interview but shall not score the candidate.
10. Final selection
- A. The Chief of Police, based upon the results of the selection process and his or her personal review, shall make the final determination as to which candidates are appointed.  
The remaining selection process will be conducted only after a conditional job offer has been made by the Chief of Police or his designee.
11. Drug-screening examination
- A. A drug screen shall be administered to fairly determine the recent use of illegal drugs.
12. Examination of emotional stability and psychological fitness
- A. Only qualified professionals shall assess the emotional and psychological condition of a candidate.
  - B. A battery of tests, including a personality inventory, shall be administered to each candidate.
  - C. A record of the results of the tests shall be maintained on file at the city Human Resources Department
13. Medical/physical examination
- A. A medical and physical examination shall be given to each candidate to check for general health, fitness, and conditioning.
  - B. Results shall be evaluated according to the candidate's height, weight, and age and based on procedures that are valid, useful, and nondiscriminatory.
  - C. Only a licensed physician shall determine the general health and physical fitness of a candidate.
  - D. A record of the results of the tests shall be maintained as part of the candidate's personnel file.