

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF CEDAR PARK
AND
THE CEDAR PARK POLICE ASSOCIATION

October 1, 2015

Through

September 30, 2018

Table of Contents

	<u>Article</u>	<u>Page</u>
I	Authority and Recognition	3
II	Hiring Process	4
III	Lateral Entry Program	5
IV	Promotional Process	6
V	Hours of Work and Overtime	8
VI	Personal Holiday	11
VII	Badge and Gun at Retirement	12
VIII	Disciplinary Suspensions	13
IX	Direct Deposit of Dues	14
X	Meet and Confer Schedule	15
XI	Compensation	16
XII	Chief of Police's Appointments	18
XIII	Duration	19
	Attachment A	20
	Attachment B	21

ARTICLE I

Authority and Recognition

- 1) The CITY and the Cedar Park Police Association have voluntarily met and reached 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.
- 2) Unless changed as prescribed in Section 3 below, the CITY recognizes the Cedar Park Police Association as the sole and exclusive bargaining agent for all non-probationary Police Officers in the Cedar Park Police Department, excluding Commanders and Lieutenants. Nothing precludes the City from conferring benefits in this Agreement to Officers excluded from the bargaining unit.
- 3) In the event officers covered by this Agreement wish to change the sole and exclusive bargaining agent, no earlier than six months prior to the termination of the existing Agreement, a petition signed by forty percent (40%) of the affected 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 affected Officers, in the Cedar Park Police 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 of the ballots cast.

ARTICLE II

Hiring Process

1) **Administration of Written Entry-Level Examinations**

- a) The Civil Service Director may administer the written entry-level examinations at different times and locales at his discretion to create an eligibility list.
- b) 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.
- c) The Chief of Police is to determine the best qualified candidate, and may give preference to a certified candidate who is not at the top of the eligibility list. The Chief of Police's determination to appoint any candidate shall be final and non-appealable to the civil service commission or to any court.

2) **Hiring of Non-Civil Service Cadets**

The Police Department may hire an applicant who has successfully completed the written entry-level examination as a non-civil service Cadet. The Cadet shall attend and graduate from the Basic Peace Officers Course and be certified by TCLEOSE before becoming a Police Officer. A Cadet, upon becoming a sworn Police Officer in the Police Department, must serve a one-year probationary period.

3) **Age Limit**

The existing age limitation of Forty-Five (45), years on initial hiring, contained in Chapter 143 of the Texas Local Government Code, is eliminated.

4) **Compensation for Experienced Entry-Level Police Officers**

The CITY shall pay certified officers with prior law enforcement experience in a recognized law enforcement agency at a rate higher than entry-level.

5) **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 Chapter 142.067 of the Texas Local Government Code.

ARTICLE III

Lateral Entry Program

1) **Purpose**

This program will help recruit qualified applicants for the position of Entry-Level Police Officers. Upon successful completion of the hiring process, the Chief of Police will meet with the background investigator to determine if the applicant meets the criteria to be placed at Step 2 of the Police Department's Pay Schedule.

2) **Eligibility Requirements**

a) Applicants must:

- i) Be certified by the TCLEOSE;
- ii) Have at least four (4) years of prior work experience with similar duties in a comparable Law Enforcement Agency; and
- iii) Must not have a break in service as a Police Officer of more than 180 days, prior to the applicant's examination date.

3) **Guidelines**

- a) The Lateral Entry Program is for pay purposes only and actual work experience in another Law Enforcement Agency will not be considered for promotional eligibility requirements.
- b) If an applicant is placed in Step 2 of the pay schedule, he/she progresses through the steps as he/she complete his/her years of service.
- c) Longevity Pay will be calculated in the same manner as all Police Officers. No Credit will be given to completed years of service in other law enforcement agencies.
- d) Entry-Level Police Officers placed at Step 2 of the pay schedule as per the Lateral Entry Program, must also complete a one (1) year probationary period.
- e) The Chief of Police's final determination of whether an applicant meets the criteria of the Lateral Entry Program shall be final and non-appealable to the Civil Service Commission or to any court.

4) **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 Chapter 142.067 of the Texas Local Government Code.

ARTICLE IV

Promotional Process

The promotional process for the ranks of Corporal, Sergeant, and Lieutenant shall be as follows:

1) **Eligibility for Promotion**

The promotional process for the rank of Corporal shall be open those who have held a position in the rank immediately below continuously for at least two years immediately before the date the written promotional exam is held, including the probationary year. Members of the Police Department hired after October 1, 2015 shall be eligible for the promotional process for the rank of Corporal only if they have held the position immediately below continuously for at least four years immediately before the date the written promotional exam is held, including the probationary year. Eligibility for promotion to the rank of Sergeant and Lieutenant shall remain consistent with Chapter 143 of the Texas Local Government Code and the City of Cedar Park Civil Service Rules and Regulations. All promotions for the ranks of Corporal, Sergeant, and Lieutenant shall be subject to the process stated herein this Article.

2) **Written Promotional Examination**

Each candidate must take and pass a written promotional examination with a minimum score of seventy (70). Upon passing the written examination, up to ten (10) seniority points shall be added to the examination score (based on 1 point per complete year of service).

The Chief of Police shall appoint a 3-5 member committee to make recommendations regarding the study sources for written promotional exams to the Chief of Police.

The Chief of Police, taking into consideration the recommendations from the committee, will present the study sources to the Civil Service Director for approval and posting. Posting timelines for the study sources and notice of exam shall comply with Chapter 143 of the Texas Local Government Code.

3) **Assessment Center**

All candidates who pass the written promotional examination shall participate in a professional assessment center. The Civil Service Director shall select an outside assessment center provider of its choice. The composition of the of assessment team shall be a total of 4 assessors comprised of 2 Executive Staff members of the Cedar Park Police Department and 2 assessors from outside the Department. The assessors shall each rate the candidates with a score between 1 and 100, and the scores shall be averaged for each candidate. Only candidates scoring a minimum average score of 70 on the assessment center shall be placed on the eligibility list.

Any candidate who believes the assessment center process is not being followed may call a process check in writing directed to the Civil Service Director or their designee.

Upon a process check being called, the assessment center is immediately stopped. The Civil Service Director or their designee will evaluate the process check and make a ruling regarding process compliance. A process check must be called immediately during the exercise; no process check shall be allowed after completion of the exercise. The ruling made by the Civil Service Director or their designee is final.

4) Eligibility List

An eligibility list shall be created by weighting the written promotional examination score (including the seniority points) at 60% and the assessment center score at 40%. The eligibility list created as a result of this promotional process shall be presented to the Civil Service Director for approval and shall be valid for eighteen (18) months from the date of the Civil Service Director's approval, or until the list is exhausted, whichever occurs first. If an individual on the promotional eligibility list declines a promotion, his/her name shall be permanently removed from the list.

5) No Appeals Regarding Assessment Centers

Candidates shall not be permitted to file an appeal of the assessment center process or scores determined by the assessors

6) Promotional Probationary Period; Demotions

Promoted employees shall serve a one-year probationary period upon their appointment to their new position. The Chief of Police may demote any employee during their promotional probationary period; however, prior to any such demotion, reasonable effort shall be made to ensure the success of the promoted employee, including placement of the employee on a performance improvement plan as deemed appropriate by the Chief of Police. Demotions made by the Chief of Police pursuant to this provision are not subject to the demotion process of Chapter 143 of the Texas Local Government Code.

7) Appointment

The Chief of Police shall appoint candidates from the appropriate eligibility list pursuant to Chapter 143 of the Texas Local Government Code; additionally, the Chief of Police may pass-over a candidate if within the two (2) years immediately preceding the date of the written promotional exam, the candidate has been subject to the following:

- (a) A temporary suspension of 40 hours or more; or
- (b) A demotion, whether voluntary or involuntary.

If a candidate on the eligibility list is passed-over for the above-stated reasons (a) or (b), the candidate shall have no right of appeal regarding the pass-over.

8) Pre-emption of Chapter 143

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

ARTICLE V

Hours of Work and Overtime

1) Patrol Division Employees

Employees assigned to the Patrol Division shall work a 36/44 hour work schedule over a 14-day work period, normally consisting of 3 twelve-hour shifts the first week, and 3 twelve-hour shifts and 1 eight-hour shift the next week, or vice versa. Overtime shall not begin to accrue until an employee has actually worked more than eighty (80) hours in a two-week work period. City Policy shall govern whether time taken off is counted as “time worked” for the purpose of computing overtime.

2) CID\Motors\Warrants\PSD Employees

Employees assigned to the CID\Motors\Warrants\PSD shall have the option to work 10 hours shifts, normally working 4 ten-hour shifts each week or 5 eight-hour shifts each week. Overtime shall not begin to accrue until an employee has actually worked more than eighty (80) hours in a two-week work period. City Policy shall govern whether time taken off is counted as “time worked” for the purpose of computing overtime.

3) All other Sworn Employees

All other sworn employees in the police department shall work 8 hours shifts, normally working 5 eight-hour shifts each week. Overtime shall not begin to accrue until an employee has actually worked more than eighty (80) hours in a two-week work period. City Policy shall govern whether time taken off is counted as “time worked” for the purpose of computing overtime.

4) Accrual and Use of Vacation and Sick Leave.

a) All sworn employees shall accrue sick leave at the rate of 120 hours per year, credited equally on the 1st and 2nd pay period of the month.

b) All sworn employees shall accrue paid vacation as follows:

0-10 years	120 hours
11-20 years	144 hours
21+	168 hours

c) Paid vacation shall be credited equally on the 1st and 2nd pay period of the month.

d) Paid time shall be used according to the number of hours the employee is assigned to work, i.e., a day of vacation for an employee scheduled to work twelve-hour shifts shall be 12 hours; a day of vacation for an employee scheduled to work ten-hour shifts shall be ten hours.

e) Paid holidays shall be accrued and paid according to City Policy.

- f) (1) If an employee is unable to schedule vacation time because of departmental needs, i.e., short staffing; and
(2) If, as the result of the inability to schedule vacation time, the employee accrues more than one year's accumulation of vacation in his/her vacation bank; Then the employee may carry over accrued vacation in excess of one year's accumulation for an additional six (6) months after his/her anniversary date.

Any employee desiring to carryover vacation shall submit a written request through the employee's chain of command.

This carry over is permitted solely in order for the employee to have additional time in which to schedule vacation time. At the end of the six-month extension, the employee must have used the vacation hours approved for carry over. If the approved vacation carry over is not used, then it shall be removed from the employee's vacation bank, in accordance with City practice.

In the event the employee leaves the employment of the City, the employee shall be paid for accrued vacation in accordance with City practice. Vacation leave approved for carry over shall not be paid at the time the employee leaves the employment of the City.

5) Pay Out of Accrued Sick Leave at Time of Separation

All sworn employees shall be paid up to a maximum of 720 hours of accrued sick leave at time of separation.

6) Assignment for Special Events

- (a) A "special event" is defined as a law enforcement activity outside the scope of the day-to-day operations of the Cedar Park Police Department, as defined by the Chief of Police, and includes, but is not limited to, Fourth of July Picnic, and other community events. A "special event" does not include Police Department-initiated events, such as National Night Out.
- (b) The Department will maintain a sign-up sheet for employees who wish to work assignments for special events. The Department will attempt to fill all available special event assignments with volunteers. However, if there are not enough employees who volunteer for the special event assignments, then the Department will mandate work at the special event, beginning with the least senior employee who is not already scheduled to work at the time of the special event.
- (c) When utilizing the volunteer list to make assignments for special events, the Chief of Police or his designee may take into consideration the following factors before making an assignment: (1) work status of the employee, including the amount of rest between assignments; (2) leave status of the employee; (3) health status of the employee; and (4) pre-scheduled training.

- (d) When assigning officers for a special event, the Chief of Police or his designee may assign members of “specialized units,” including but not limited to, motorcycle-trained officers, Special Response Team, K-9, Honor Guard, and school resources officers, as required by the event.
- (e) When an employee covered by this agreement is not scheduled to work, but works a “special event,” the employee may flex his/her time, may receive compensatory time or may receive overtime pay, at the employee’s option.
- (f) Nothing prohibits the City from scheduling an employee to work a “special event,” when the employee is given four weeks’ advance notice, absent extenuating circumstances, such as illness, injury, FMLA, etc.
- (g) Nothing in this Subsection precludes the Chief of Police from assigning regularly scheduled employee, who is on duty, to work a special event without paying a premium rate or overtime.
- (h) The above procedure of assigning work does not apply to emergencies or special events, for which the police department receives less than 48 hours’ notice.
- (i) If a special event occurs on a holiday on which an employee, who works a forty-hour work week, is not scheduled to work, the employee will be paid time and one-half overtime for the hours worked at the special event. The employee will also bank any holiday time not necessary to provide him/her with 8 hours of straight time pay for the day.

For example, if the Fourth of July holiday occurs on a Wednesday, and the employee works six hours at the Fourth of July picnic, the employee will be paid six hours at one and one-half times his/her regular hourly rate. He will be paid an additional two hours of holiday time at straight time, and will bank six hours in his holiday bank.

7. 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 Chapter 142.067 of the Texas Local Government Code. Section 6 of this Article also supersedes and pre-empts Chapter 142.0015 (f) and (g).

ARTICLE VI

Personal Holiday

Personal Day

Due to minimum staffing concerns for Public Safety, in the event an officer requests and is denied the scheduling of a personal holiday by September 30 of the year it is earned, then the personal holiday shall be carried over for a maximum of one year. The officer shall make every effort to schedule his/her personal holiday within the year it is earned.

ARTICLE VII
Badge and Gun at Retirement

- 1) An officer who honorably retires after a minimum of ten consecutive years, immediately preceding his/her retirement from the City of Cedar Park Police Department, shall be awarded a retirement badge and his/her duty handgun, under the following conditions:
- 2) A formal transfer of ownership shall occur, so that the CITY disclaims all responsibility and liability for the retiree's use of the duty handgun. If requested by the CITY, the retiree shall execute a waiver of liability;
- 3) The retiree shall not hold himself/herself out to be an active Cedar Park Police Officer;
- 4) "Honorably Retire" means that an officer retired in good standing, as determined by the Chief of Police, and was not under investigation at the time of retirement, or the allegation was not sustained after retirement.

ARTICLE VIII

Disciplinary Suspensions

1) **Time Limits**

In the original written statement and charges and in any hearing conducted under Chapter 143.052 of the Local Government Code, the department head may not complain of an act that was discovered earlier than the 365th day preceding the date the department head learned of the act. The Department Head must temporarily or indefinitely suspend the officer no later than the 180th day after the date of discovery of the act by the Department Head.

2) **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 Chapter 142.067 of the Texas Local Government Code.

ARTICLE IX
Direct Deposit of Dues

- 1) The CITY agrees to deduct and directly deposit dues for the Association only upon receipt of a signed authorization from an officer on a form supplied by the CITY. 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 Association will promptly refund to the employee any amount paid to the Association in error on account of the direct deposit of association dues.
- 2) Pre-emption of Chapters 141, 142 & 143
To the extent that any of these provisions differ from Chapters 141, 142 and 143 of the Texas Local Government Code, the agreement supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code.

ARTICLE X
Meet and Confer Schedule

The City of Cedar Park and the Cedar Park Police Association shall begin the “Meet and Confer” process for Fiscal Year FY19 in March 2018, no later than the 15th.

ARTICLE XI

Compensation

1) **Base Compensation**

The parties agree that employees covered by this Agreement shall be compensated at the salary rates included in following:

- Attachment A - October 1, 2015 through January 1, 2016,
- Attachment B - January 2, 2015 through January 13, 2017,
- Attachment C - January 14, 2017 through January 12, 2018, and
- Attachment D - January 13, 2018 through September 30, 2018.

2) **Incentive Pay for Certification in Spanish/Sign Language**

The City shall pay the sum of seventy-five dollars (\$75.00) per month to each officer who demonstrates proficiency and is certified either in Spanish or sign language (ASL) through a testing process. A committee made up of two (2) City officials and two (2) Association members shall establish the standards for eligibility for certification in order to receive the incentive for language skills in Spanish or sign language. An employee who wishes to be certified in Spanish or sign language must pay the initial fee for the certification process. This fee shall be reimbursed to the employee by the City, upon receipt of notice that the appropriate testing organization has granted a certificate of proficiency. An employee shall receive only one incentive payment per month for Spanish or sign language proficiency.

3) **Education Incentive Pay**

As authorized by Section 9.11.004 of the City of Cedar Park Code of Ordinances, The City shall pay sworn police officers either educational incentive or certification pay. This Agreement authorizes an increase in educational incentive, during the term of this Agreement, for those officers with Bachelors and Masters Degrees in the following amounts:

Bachelors – \$175.00 per month
Masters – \$250.00 per month

The amounts for all other educational incentive and certification pay categories remain unchanged. The conditions outlined in Section 9.11.004 (c) of the City of Park Code of Ordinances remain in effect.

4) **Field Training Officer (FTO) Pay**

The City shall pay members of the Police Department in the rank of Police Officer designated as Field Training Officers a \$150 monthly stipend. The Chief of Police is responsible for making such designation. To be eligible for the monthly stipend, officer must have been designated as a Field Training Officer for two or more weeks in a month. The designation as a Field Training Officer may be rescinded if it's deemed necessary by the Chief of Police.

5) COURT PAY

An Officer who is summoned to appear in Court on a day when he/she is scheduled to be off shall be compensated a minimum of four (4) hours.

6) Pre-emption of Chapters 142 & 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 Chapter 142.067 of the Texas Local Government Code.

ARTICLE XII
Police Chief's Appointments

- 1) Positions classified in the Assistant Chief and Commander rank will be appointed and serve at the pleasure of the Department Head. A person who is removed from the appointed position shall be reinstated in the department and placed in the same classification, or its equivalent, that the person held before appointment.
 - a) A person appointed to a position in the classification of Assistant Chief or Commander must:
 1. be employed by the municipality's Police Department;
 2. have a permanent classification at the Commander, Lieutenant or Sergeant level; and
 3. hold an advanced peace officer certification from TCLEOSE.
 - b) Positions classified in the rank of Assistant Chief and Commander will be exempt from overtime compensation consistent with FLSA Standards.
- 2) The Department Head may, as necessary, temporarily appoint two members from the Police Officer rank to specialized units in higher classifications without the City incurring higher classification pay, for up to 90 days. The temporary appointments will provide additional resources to specialized units and provide training and development for those seeking to promote to higher classifications.
- 3) Pre-emption of Chapter 143 and 142
To the extent that any of these provisions differ from Chapter 142 and/or Chapter 143 of the Texas Local Government Code, the agreement supersedes and pre-empts those provisions as permitted by Chapter 142.067 of the Texas Local Government Code.

ARTICLE XIII

Duration

This Agreement shall become effective on October 1, 2015, following ratification by the Cedar Park Police Association and approval by the Cedar Park City Council, in accordance with Chapter 142 of the Texas Local Government Code. This Agreement shall expire at midnight, September 30, 2018.

Approved:

Cedar Park Police Association:

Kristy Whitley, President

Date

City of Cedar Park:

Matthew Powell, Mayor

Date