

Exhibit "A"

**AGREEMENT**

Between

**THE CITY OF BAYTOWN, TEXAS**

And

**BAYTOWN MUNICIPAL POLICE ASSOCIATION, INC.**

January 2016 – December 2018

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## **ARTICLE 1**

### **INTENT AND PURPOSE**

It is the intent and purpose of this Agreement, entered into by the City of Baytown, Texas, a home rule municipality hereinafter referred to as the "City" and the Baytown Municipal Police Association, Inc., hereinafter referred to as the "Association," to achieve and maintain harmonious relations between the Parties related to working conditions and other conditions of employment in accordance with Subchapter B of Chapter 142 Texas Local Government Code and not deny local control by the City. The Agreement has been reached by the City and the Association, collectively hereinafter referred to as the "Parties," through the process of Meet and Confer with the objective of fostering effective cooperation between the City and its Police Officers.

## **ARTICLE 2**

### **AUTHORITY AND RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining agent for all covered police officers as defined in Texas Local Government Code Section 143.003, excluding the employees exempt under Section 142.058 (b) of the Police Department, hereinafter referred to as "Police Officers," pursuant to Texas Local Government Code, Section 142.051, *et seq.*

## **ARTICLE 3**

### **PREEMPTION PROVISION**

During the term of this Agreement and to the extent of any conflict, the provisions of this Agreement shall supersede the provisions of all contrary statutes, Executive Orders, local ordinances, and rules, including for example and not by way of limitation, the contrary provisions of Texas Local Government Code Chapters 141, 142 and 143, Ordinances of the City of Baytown, Texas, and the Rules and Regulations of the Police and Firefighter's Civil Service Commission for the City of Baytown, Texas. This preemption provision is authorized by Section 142.067 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result, which would otherwise be obtained in the absence of this Agreement.

It is understood and agreed that unless specifically modified by this Agreement, the City's Personnel Policies and Administrative Rules, the City of Baytown's Civil Service Rules and Regulations, as well as the Baytown Police Department's Rules and Regulations and general and special orders shall continue to apply to employees covered by this Agreement.

## **ARTICLE 4**

### **REIMBURSEMENT OF ACADEMY TRAINING TUITION**

Subject to the provisions of this article, a Police Officer who has completed a course of instruction at an accredited peace officer academy within one (1) year of his/her hire date, shall be reimbursed the cost of the academy tuition in an amount not to exceed \$2000 in accordance with this article. This reimbursement shall be paid as follows: \$500 within 30 days after successful completion of the FTO program and the balance in equal monthly installments until the end of his/her probationary

period; provided, however, should the Police Officer fail to complete his/her probation period for any reason, such Police Officer shall reimburse the City all monies paid to him/her pursuant to this article. Reimbursement shall be made only if the Police Officer has expended his/her personal funds for such instruction, has not been reimbursed for the same by any governmental entity, and provides necessary documentation, as determined by the City, for reimbursement.

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

Any person initially appointed to any position in the class of Probationary Police Officer or Police Officer Trainee must serve a probationary period of one year beginning on that person's date of employment as a Probationary Police Officer or Police Officer Trainee. A Probationary Police Officer or Police Officer Trainee who is required to attend a basic training academy for initial certification by the Texas Commission on Law Enforcement shall serve an additional six (6) month probationary period for a total of eighteen (18) months.

## **ARTICLE 6**

### **SIGNING INCENTIVE**

Subject to the conditions listed below, any person initially appointed to any position in the class of Probationary Police Officer or Police Officer Trainee on or after the effective date of this agreement, but no later than December 31, 2018, shall receive \$1,500 as follows: \$500 upon successful completion of the FTO program and the balance in equal monthly installments until the end of the probationary period for a total payment of \$1,500; provided, however, should the Police Officer fail to complete his/her probation period for any reason, such Police Officer shall reimburse the City all monies paid to him/her pursuant to this article.

## **ARTICLE 7**

### **ALTERNATIVE HIRING**

Notwithstanding any provisions in Texas Local Government Code Chapter 143, the Parties have agreed that the needs of the Police Department for qualified and capable personnel require the adoption and implementation of these provisions to modify the hiring provisions in Texas Local Government Code Chapter 143:

- a. The City shall be authorized and entitled to hire peace officers from other law enforcement agencies, or who have been employed by such agencies within the last six (6) months and have left such employment in good standing, in accordance with the provisions and limitations contained in this article.
- b. For purposes of the pay scale, Police Officers, who (i) have experience in another law enforcement agency as a peace officer, (ii) otherwise meet the qualifications for a Police Officer in the Baytown Police Department, and (iii) are hired by the City, shall be credited with up to five (5) years of service, following certification as a Texas Peace Officer, as follows:

<b>Number of Completed Years of Service as a Peace Officer in the Immediately preceding Law Enforcement Agency</b>	<b>Credited Years of Service in the Baytown Police Department</b>
2	1
4	2
6	3
8	4
10	5

This service credit applies only to the pay scale and does not apply to City longevity, seniority, or department seniority for the purposes of shift picks, vacation picks or promotional opportunities.

- c. The training program for officers hired under this article shall be determined by Chief of the Police Department.

The expiration of this Agreement after the hiring of any officer shall not affect the employment of such officer, irrespective of the fact that the officer may not have finished the academy or other training programs or requirements. This Article shall supersede all contrary provisions in Texas Local Government Code Chapters 141, 142 and 143, including Sections 143.021 – 143.025.

## **ARTICLE 8**

### **RELOCATION EXPENSES FOR ALTERNATIVE HIRES**

The City shall reimburse the cost of moving household goods and effects to the City of Baytown for officers hired under Article 7 up to a maximum of \$2,000. The officer will obtain three (3) bids from reputable moving firms and the City Manager may elect the moving firm of choice, reserving the option to select the lowest responsible bidder. Moving reimbursement is available only for moves from outside the city limits to inside the city limits of Baytown.

## **ARTICLE 9**

### **RELOCATION EXPENSE REIMBURSEMENT FOR EXISTING POLICE OFFICERS**

Existing City of Baytown police officers, who have completed their probationary time period, residing outside the City limits wishing to move into the City limits will be eligible for closing cost reimbursement of \$2,000 to purchase a conventional home within the City limits. This assistance will be provided only once to an officer and only when the officer moves from outside the City limits and purchases a conventional home within the City limits and establishes that home as his/her primary residence. Mobile homes, manufactured homes, and homes purchased under a contract for deed will not be eligible for this benefit. A police officer, whose home is annexed into the City after the effective date of this Agreement, will not be eligible for this benefit.

**ARTICLE 10**  
**COMPENSATION**

**Base Compensation.**

- A. **Year 1.** Effective January 1, 2016, Police Officers covered by this Agreement shall be paid base compensation as reflected by the chart in Appendix A, which is incorporated herein for all intents and purposes, for Year 1 (January 1, 2016 to December 31, 2016). Such compensation represents a three percent (3%) increase with an additional one percent (1%) market adjustment.
- B. **Year 2.** Effective January 1, 2017, (January 1, 2017 to December 31, 2017), the base compensation of Police Officers covered by this Agreement shall be subject to the Automatic Adjustment without any reopener, unless otherwise agreed by the Parties, if each of the following thresholds is met:

Threshold No.	Threshold
1	$\left\{ \frac{\text{City's 2015 Audited Total General Fund Revenue}}{\text{City's 2014 Audited Total General Fund Revenue}} \right\} \geq 1.05$
2	$\left\{ \frac{\text{City's 2015 Audited Total CCPD Revenue}}{\text{City's 2014 Audited Total CCPD Revenue}} \right\} \geq 1.05$
3	$\left\{ \frac{\text{City's Unaudited Total General Fund Revenue from October 1, 2015 to March 31, 2016}}{\text{City's Unaudited Total General Fund Revenue from October 1, 2014 to March 31, 2015}} \right\} \geq 1.05$
4	$\left\{ \frac{\text{City's Unaudited Total CCPD Revenue from October 1, 2015 to March 31, 2016}}{\text{City's Unaudited Total CCPD Revenue from October 1, 2014 to March 31, 2015}} \right\} \geq 1.05$
5	No declaration of disaster has been issued pursuant to federal or state law for any area within the corporate limits of the City of Baytown at any time during calendar year 2016.

If each of the thresholds is not satisfied, the Agreement shall be reopened automatically solely for the purposes of determining base compensation for that year unless otherwise agreed to by the Parties. It is understood and agreed that the Police Officers covered by this agreement shall be offered at least the same average percent increase in base compensation received by all other non-civil service employees of the City commencing January 1, 2017.

- C. **Year 3.** Effective January 1, 2018, (January 1, 2018 to December 31, 2018), the base compensation of Police Officers covered by this Agreement shall be subject to the Automatic Adjustment without any reopener, unless otherwise agreed to by the Parties, if each of the following thresholds is met:

Threshold No.	Threshold
1	$\left\{ \frac{\text{City's 2016 Audited Total General Fund Revenue}}{\text{City's 2015 Audited Total General Fund Revenue}} \right\} \geq 1.05$
2	$\left\{ \frac{\text{City's 2016 Audited Total CCPD Revenue}}{\text{City's 2015 Audited Total CCPD Revenue}} \right\} \geq 1.05$
3	$\left\{ \frac{\text{City's Unaudited Total General Fund Revenue from October 1, 2016 to March 31, 2017}}{\text{City's Unaudited Total General Fund Revenue from October 1, 2015 to March 31, 2016}} \right\} \geq 1.05$
4	$\left\{ \frac{\text{City's Unaudited Total CCPD Revenue from October 1, 2016 to March 31, 2017}}{\text{City's Unaudited Total CCPD Revenue from October 1, 2015 to March 31, 2016}} \right\} \geq 1.05$
5	No declaration of disaster has been issued pursuant to federal or state law for any area within the corporate limits of the City of Baytown at any time during calendar year 2017.

If each of the thresholds is not satisfied, the Agreement shall be reopened automatically solely for the purposes of determining base compensation for that year unless otherwise agreed to by the Parties. It is understood and agreed that the Police Officers covered by this agreement shall be offered at least the same average percent increase in base compensation received by all other non-civil service employees of the City commencing January 1, 2018.

- D. **Definitions.** As used in Subsections A, B and C of "Base Compensation" of this article, the following terms shall have the meanings expressed hereinbelow:

*Audited Total General Fund Revenue* means the total revenues listed in the applicable Comprehensive Annual Financial Report (CAFR) for the General Fund, excluding bond or loan proceeds and excluding revenues from Industrial District Agreements.

*Audited CCPD Fund Revenue* means the total revenues listed in the applicable CAFR for the CCPD, excluding bond or loan proceeds and excluding revenues from Industrial District Agreements.

*Automatic Adjustment* means the average percent change in base compensation of police officers in other civil service cities in Texas having a population from 80,000 to 300,000 within the Metropolitan Statistical Areas, as determined by the Joint Committee, plus two percent (2%) until the average market level is reached. The average percent change in base compensation shall be based upon the fiscal year of each city and shall be calculated as follows:



Year	Average Percent Change in Base Compensation Calculation		
2	$\left\{ \begin{array}{c} \text{Average of all police officers' actual base} \\ \text{compensation in the Metropolitan Statistical Areas} \\ \text{for fiscal year 2015} \\ \div \\ \text{Average of all police officer's actual base} \\ \text{compensation in the Metropolitan Statistical Areas} \\ \text{for fiscal year 2014} \end{array} \right\}$	-	1
3	$\left\{ \begin{array}{c} \text{Average of all police officers' actual base} \\ \text{compensation in the Metropolitan Statistical Areas} \\ \text{for fiscal year 2016} \\ \div \\ \text{Average of all police officer's actual base} \\ \text{compensation in the Metropolitan Statistical Areas} \\ \text{for fiscal year 2016} \end{array} \right\}$	-	1

The parties agree that the total dollar amount of the automatic adjustment may be applied unequally (targeted adjustments) to the classifications in Years 2 and 3 in an effort to address the classifications which are furthest behind the market. The allocation of the “targeted adjustments” will be determined by the Joint Committee and forwarded to both meet and confer teams.

*CCPD* means the Baytown Crime Control and Prevention District.

*Metropolitan Statistical Areas* means any of the following:

- a. Austin – Round Rock – San Marcos Metropolitan Statistical Area, consisting of the following:
  - 1) Bastrop County, Texas,
  - 2) Caldwell County, Texas,
  - 3) Hays County, Texas,
  - 4) Travis County, Texas, and
  - 5) Williamson County, Texas;
- b. Dallas – Fort Worth – Arlington Metropolitan Statistical Area, consisting of the following:
  - 1) Collin County, Texas,
  - 2) Dallas County, Texas,
  - 3) Delta County, Texas,
  - 4) Denton County, Texas
  - 5) Ellis County, Texas,
  - 6) Hunt County, Texas,
  - 7) Kaufman County, Texas,
  - 8) Rockwall County, Texas,
  - 9) Johnson County, Texas,
  - 10) Parker County, Texas,
  - 11) Tarrant County, Texas, and



- 12) Wise County, Texas; and
- c. Houston – Sugar Land – Baytown Metropolitan Statistical Area, consisting of the following:
  - 1) Austin County, Texas,
  - 2) Brazoria County, Texas,
  - 3) Chambers County, Texas,
  - 4) Fort Bend County, Texas,
  - 5) Galveston County, Texas,
  - 6) Harris County, Texas,
  - 7) Liberty County, Texas,
  - 8) Montgomery County, Texas,
  - 9) San Jacinto County, Texas, and
  - 10) Waller County, Texas.

*Unaudited Total General Fund Revenue Actually Received* means all General Fund revenues received, excluding bond and loan proceeds and excluding revenues from Industrial District Agreements, as certified by the City's Director of Finance.

*Unaudited CCPD Revenue* means all CCPD revenues received, excluding bond and loan proceeds and excluding revenues from Industrial District Agreements, as Certified by the City's Director of Finance.

**E. Joint Committee.** In May of 2016 and 2017,

1. The Parties shall form a joint committee for the purpose of surveying and collecting data relating to the salaries of police officers. The committee shall be composed of no more than four (4) members, two selected by the Association and two selected by the City.
2. The committee shall survey and compare annual salary data for Baytown Police Officers to the compensation paid to police officers of other civil service cities in Texas having a population from 80,000 to 300,000 within the Metropolitan Statistical Areas.
3. The salary data collected shall be analyzed utilizing the current annual salaries of police officers and aged to January 1 of the applicable year, as needed.
4. From the data collected, the joint committee shall determine market level salaries for each officer rank and step as well as the average percent change in base compensation of all civil service police officers' in the Metropolitan Statistical Areas for the applicable year.
5. The members of the committee shall not make any final decisions in relationship to the salary of employees. In a year where each of the five (5) thresholds specified hereinabove are met, the data gathered along with the Joint Committee's findings of the average percent change in base compensation of all civil service police officers' in the Metropolitan Statistical Areas for the applicable year shall be provided to the City Manager for use in the preparation of the budget and for the automatic adjustment in base compensation paid to Police Officers covered by this Agreement. In a year where each of the five (5) thresholds specified hereinabove are not met, the data shall be provided to both meet and confer teams for use in negotiations.

- F. Continuation of Current Base Compensation.** If the Contract is automatically reopened due to the failure of the revenues to meet the threshold, it is expressly understood and agreed that until a new agreement concerning the base compensation is reached for years covered by this Agreement, the current base compensation being paid to officers will continue.

**Certificate Pay.** Effective January 1, 2016, Police Officers, who have completed the FTO program and have the following certifications, shall be paid the following monthly certificate pay:

<b>Certification</b>	<b>Monthly Certificate Pay</b>
Intermediate	\$92.08
Advanced	\$157.08
Master	\$212.33

**Field Training Instructor Pay.** Effective January 1, 2016, Police Officers who are appointed and assigned as Field Training Instructors shall receive additional assignment pay of \$100.00 per month.

## **ARTICLE 11** **OVERTIME**

### **Section 1. Definitions.**

The following terms when used in this Article shall have the meanings ascribed to them in this section:

*Additional Hours Worked* means hours worked other than the hours of a regularly assigned shift.

*Non-Worked Time* means and includes all time and leaves not included as Time Worked.

*Overtime Worked* means Time Worked in excess of the number of hours as specified by the City in accordance with the Fair Labor Standards Act for the Work Period of the employee.

*Time Worked* means and includes not only the hours worked as a Police Officer pursuant to this Agreement during the Work Period but also all hours charged to the following leaves of absences during the Work Period:

1. vacation leave,
2. holidays,
3. workers' compensation leave,
4. administrative absence with pay associated with workers' compensation, and
5. administrative absence with pay not associated with discipline.

*Work Period* shall be that period of time established by the City in compliance with the Fair Labor Standards Act.

### **Section 2. FLSA Provisions.**

The City will comply with the Fair Labor Standards Act, which provides overtime after an employee works a specified number of hours in a designated work period. Only Time Worked will be considered for purposes of computing overtime compensation.

The parties agree that the City has the right to require that overtime hours be compensated in the form of pay or compensatory time, as determined appropriate by the Police Chief. Overtime compensated monetarily shall be calculated in compliance with FLSA. Overtime compensated as compensatory time shall be calculated at the rate of one and one-half hours for each hour of Overtime Worked. All overtime to be worked must be approved in advance by the Police Chief or his designee.

Assistant Police Chiefs will not be exempt from payment of overtime in Year 1 and 2 of this Agreement. Assistant Police Chiefs shall be exempt from payment of overtime beginning in Year 3 of this Agreement. The status of Assistant Police Chiefs, beginning January 1, 2018, as exempt from payment of overtime shall survive after the expiration or termination of this Agreement and shall not thereafter be subject to repeal, amendment or modification unless agreed to by the parties.

When leave classified as Non-Worked Time is taken or used by a Police Officer in the same Work Period that the Police Officer earns Additional Hours Worked; Additional Hours Worked that do not qualify for overtime under FLSA shall be paid hour-for-hour as compensatory time or regular pay, as determined by the Police Chief.

The maximum number of hours of accrued compensatory time shall not exceed the cap established in the City of Baytown Personnel Policy Manual. There shall be no pyramiding of overtime under this Agreement, that is, hours shall not be paid for or credited to leave balances more than once.

### **Section 3. Preemption**

To the extent that any provision of this Article conflicts with or changes Chapters 142 or 143 of the Texas Local Government Code or any other applicable statute, executive order, or local ordinance or rule, this Agreement shall supersede such provisions, as authorized by Chapter 142 of the Texas Local Government Code.

## **ARTICLE 12**

### **COMPLETE AGREEMENT CLAUSE**

This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the Agreement may be amended only by mutual consent of the Parties to this Agreement subject to the provisions of Chapter 142 of the Texas Local Government Code.

## **ARTICLE 13**

### **SAVINGS CLAUSE**

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

**ARTICLE 14**  
**DURATION OF AGREEMENT**

This agreement shall become effective on January 1, 2016, after execution by the Mayor of the City Council of the City after ratification by the affected employees pursuant to a vote conducted by the Association and after approval by the City Council. It shall continue in effect until December 31, 2018, unless terminated in accordance with Section 142.065 of the Texas Local Government Code.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CITY OF BAYTOWN

BAYTOWN MUNICIPAL POLICE  
ASSOCIATION, INC.

\_\_\_\_\_  
STEPHEN H. DONCARLOS, Mayor

\_\_\_\_\_  
AARON CROWELL, President

ATTEST:

ATTEST:

\_\_\_\_\_  
LETICIA BRYSCH, City Clerk

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## APPENDIX A

### Police Officer

Years in rank	2016 Annual Salary
Probationary	\$ 55,120
1	\$ 56,774
2	\$ 58,477
3	\$ 60,232
4	\$ 62,340
5	\$ 64,521
6	\$ 66,779
7	\$ 69,450
8	\$ 72,228
9	\$ 75,118

### Sergeant

Years in rank	2016 Annual Salary
0-2	\$ 78,725
3-4	\$ 81,480
5+	\$ 84,332

### Lieutenant

Years in rank	2016 Annual Salary
0-2	\$ 87,443
3-4	\$ 91,083
5+	\$ 94,723

### Assistant Chief

Years in rank	2016 Annual Salary
0-2	\$ 99,459
3-4	\$ 100,816
5+	\$ 110,257