



City of Abilene

Civil Service Commission Agenda

Notice is hereby given of a meeting of the Civil Service Commission of City of Abilene to be held on October 30, 2024 at 1:15 p.m. at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items.

CALL TO ORDER

MINUTES

1. Approval of Minutes from the September 4, 2024, meeting.

AGENDA ITEMS

2. Receive a Report, Hold a Discussion, and Take Action to Amend the Meet and Confer Agreement between the City of Abilene and the Abilene Police Officer' Association, as mutually agreed to between the City and the Association on May 30, 2024, during a public meeting.

ADJOURNMENT

Notice

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received forty-eight (48) hours prior to scheduled meetings. Please contact the City Secretary's Office at 325-676-6208. Telecommunication device for the deaf is 325-676-6360.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 25th day of October, 2024, at 10:20 a.m.

*Kaitlin Richardson, Deputy City
Secretary, TRMC*

MEETANDCONFERAGREEMENT
BETWEEN
THE CITY OF ABILENE
AND
THE ABILENE POLICE OFFICERS' ASSOCIATION

FOR FISCAL YEARS 2024-2025, 2025-2026, 2026-2027, 2027-2028, & 2028-2029

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DEFINITIONS

1. “Agreement” means the Meet and Confer Agreement entered into between the Abilene Police Officers Association and the City of Abilene.
2. “Association” means the Abilene Police Officers' Association, its elected leaders, and its collective membership.
3. “City” means the City of Abilene, its mayor, city council members, city manager, police chief, and those persons designated by the City of Abilene to manage the city and its police department.
4. “CLEAT” means the Combined Law Enforcement Associations of Texas.
5. The term “Commission” means the City of Abilene Firefighters' and Police Officers' Civil Service Commission.
6. The term “day” or “days” shall mean calendar days, unless otherwise specified.
7. The term “Department” means the Abilene Police Department.
8. The term “Department Head” means the Chief of the Abilene Police Department, his or her designee, or an acting Chief of the Abilene Police Department.
9. The term “Director” means the Director of the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
10. The term “dues” means the cost of membership in the Association and CLEAT.
11. The term “Local Rules” means the Local Rules and Regulations promulgated by the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
12. The term “officer” means a police officer employed by the Police Department of the City of Abilene.
13. “Parties” means the City of Abilene and the Abilene Police Officers’ Association, and “Party” means the City of Abilene or the Abilene Police Officers’ Association.
14. “TLGC” means the Texas Local Government Code.

ARTICLE 1

AUTHORITY AND RECOGNITION

The City and the Association have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142 et seq., Subchapter B.

To the extent that this Agreement is in conflict with or changes TLGC, Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision. This preemption provision is authorized by section 142.067 of the TLGC, and the Parties have agreed expressly 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 obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement which has been reached.

The City recognizes the Association as the sole and exclusive bargaining agent for the covered officers described in the petition for recognition, excluding the head of the law enforcement agency and excluding the employees exempt under Subsection (b) of section 142.058, in accordance with Subchapter B of Chapter 142 TLGC and the petition. The Parties understand and agree the provisions of this Agreement do not extend to officers outside of the Department including, but not limited to, the Chief Marshal, the City Marshal(s), the Bailiff(s)/Deputy Marshal(s), the Lake Patrol Officer(s), or the Environmental Enforcement Officer(s), or the Code Compliance Manager(s), except as otherwise provided in Article 2 of this Agreement.

The Parties' philosophy centers around the City of Abilene's Mission Statement that "We work together to build and maintain a community of the highest quality for present and future generations." Consistent with that philosophy, the Association seeks to enforce, protect, and enhance the rights and benefits of its members and to assure a better quality of life for its members and the citizens of Abilene through proactive community involvement.

To fulfill the Parties' mission, the City and Association intend to enhance the quality of life in the City of Abilene by working cooperatively with the public and serving our citizens within the framework of the United States Constitution to enforce the laws, provide a safe environment, and reduce the fear of crime. The Parties focus on the common positions and perspectives as a means to meet their philosophy and goal and by doing so, the Parties demonstrate team spirit, continuous improvement, responsiveness, integrity, and individual worth as they work together for the community. The Parties seek to have a collaborative process by which they communicate with each other and with the community to keep the community informed about its Police Department consistent with the Parties' mission and values.

ARTICLE 2

DUES DEDUCTION

Section 1. Dues Check Off

- (a) If a peace officer, as defined by Article 2.12, Code of Criminal Procedure, requests in writing the payment of membership dues to a bona fide employees' association, including CLEAT, named by the peace officer, the City shall deduct the dues from the peace officer's monthly salary or wages. A peace officer's request must: (1) be set out in a form prescribed and provided by the City's Human Resources Department; (2) state the amount to be deducted each month, and; (3) direct the City's Human Resources Department to transfer the deducted funds to the designated employees' association, by either check or electronic direct deposit.
- (b) The dues deduction for CLEAT shall be remitted promptly to the Administrative Office of CLEAT located in Austin, Texas.
- (c) Other: During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Abilene police officers in employment matters.
- (d) Sections 141.008(d) and 141.008(e) of the Texas Local Government Code shall apply to a deduction request under this Article. This article supersedes section 141.008(a-2)(B) to the extent it conflicts with this Article.
- (e) This Article applies to the Chief Marshal, the City Marshal(s), the Bailiff(s)/Deputy Marshal(s), the Lake Patrol Officer(s), the Environmental Enforcement Officer(s), and the Code Compliance Manager(s).

Section 2. Indemnification

THE ASSOCIATION SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY INCLUDING THE CITY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

ARTICLE 3

CATASTROPHIC LEAVE

The City shall develop a catastrophic leave pool for City employees who qualify under City Policy 6.1 Paid Leave (Catastrophic Leave). This leave pool will provide officers who are retiring an option for donating their accrued sick time, above the paid benefit of 720 hours, at the time of separation from the City. The officers will also have the option to donate excess sick leave to the current military leave pool or the sick leave pool. The City will credit the pool with 10,000 hours to ensure hours are available for officers to use the benefit.

The total hours of the recipient's paid leave and any donation of time to the recipient is limited to 1040 hours, up to 2080 hours with approval of the Department Head.

The definition of "catastrophic leave" and approval process for catastrophic leave shall be governed by City Policy C-4, Catastrophic Leave.

ARTICLE 4

HIRING

Section 1. Select Applicant of Chapter 143 Procedures

In adopting this Article, the Parties agree to preempt the TLGC Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.023, 143.024, 143.025, 143.0251, 143.026, and 143.027 except as stated in this Article. In preempting Chapter 143, the Parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this Article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or the Commission.

Section 2. Classification

- (a) Classification under TLGC Section 143.021 (a)-(b)-(c) shall apply, except that an existing or future position or classification may be filled only according to the Department's hiring process and not from a written examination under Chapter 143 of the TLGC.
- (b) The Parties agree that temporary officers are not civil service classified employees, are not covered by Chapters 141, 142, or 143 of the TLGC, are not afforded the rights or protections under this Agreement, and are not covered by Government Code Section 614. Temporary officers' pay and benefits will be determined by City policies applicable to other non-civil service temporary employees. Temporary officers are limited to 1,000 hours per year and will not be assigned for secondary employment as defined by operating procedures except in emergency situations determined by the Department Head.

Section 3. Definition of Vacant Position

For purposes of this Article, "vacant position" shall mean a vacant position in the Police Officer classification.

Section 4. Physical Requirements and Examination

The physical requirements and physical/mental examinations under TLGC Section 143.022 shall apply to fill vacant positions in the Department.

Section 5. Eligibility for Vacant Positions

The applicable eligibility requirements under TLGC Section 143.023 (e) and (f) shall apply, except a person is eligible to apply for a vacant position in the Department only if the person will be:

- 1. At least twenty-one (21) years old by the date of commission and not more than forty-five (45) years old at the time of hire; or
- 2. At least eighteen (18) years old, and: (a) have an associates' degree or at least sixty (60) semester hours of credit from an accredited college or university, or (b) have received an honorable discharge from the armed forces of the United States after at least two (2) years of active service.

Lateral Entry Officers may not be more than fifty (50) years of age at the time of hire.

Additionally, the person must meet minimum eligibility requirements for a Police Officer as outlined in the Local Rules.

Section 6. Reappointment after Resignation or Retirement

The Commission shall adopt rules to allow a police officer who voluntarily resigns or retires from the Department to be reappointed to the Department at the sole discretion of the Department Head.

Section 7. Procedure for Filling Vacant Positions

The Commission shall adopt rules in accordance with this Article and Chapter 143 provisions incorporated by this Article to fill vacant positions through the Department's hiring process for entry-level applicants, lateral-entry applicants, and reappointments.

(a) Eligibility list for entry-level applicants

The Commission shall adopt an entrance examination administered pursuant to TLGC 143.025(a) and (g). The examination shall follow these additional guidelines:

- 1) An eligibility list for a beginning position in the Fire or Police Department may be created only as a result of a competitive examination. The examination must be based on the person's general knowledge and aptitude and must inquire into the applicant's general education and mental ability. A person may not be appointed to the Police Department except as a result of the examination.
- 2) An examination may be administered on separate dates or online through a certified/qualified vendor.
- 3) All applicants for each examination process must take the same exam.
- 4) The Department Head shall determine how many examinations will be part of the process.
- 5) Each process will produce an eligibility list for applicants. The eligibility list for each process will be in effect for a period of not less than six (6) months or more than twelve (12) months.
- 6) The Department Head may approve having concurrent eligibility lists, based on different examination processes.
- 7) Each applicant who is either a natural-born or adopted child of a police officer who previously suffered a line-of-duty death while covered by Chapter 143 TLGC shall be ranked at the top of any eligibility list in which said applicant receives a minimum passing grade on that respective eligibility exam. The deceased police officer's applicant child must otherwise satisfy all of the requirements for eligibility for a beginning position in a police department contained in this Agreement.

The grade to be placed on the eligibility list for each applicant shall be computed by adding an applicant's service points, if any, to the applicant's grade on the written examination. Each applicant's grade on the written examination is based on a maximum grade of 100 percent (100%) and is determined entirely by the correctness of the applicant's answers to the questions. The minimum passing grade on the examination is seventy percent (70%). An applicant must pass the written examination to be placed on an eligibility list. The entry-level eligibility list will then be updated during the recruitment period once an applicant is scored by the oral interview board. The entry-level eligibility list shall expire on a date to be determined by the Department Head.

Service Points – An additional five (5) points shall be added on to the examination grade of an applicant who made a passing grade on the examination, and:

1. Served a minimum of two (2) years of continuous service in the United States armed forces, and:
 - a. Received an honorable discharge, or
 - b. Is still active duty, or service in the reserve forces or National Guard; or
2. Has served a minimum of five (5) years of continuous service in the reserve forces or the National Guard.

The score to be placed on the eligibility list for entry-level applicants shall be the applicant's score from the entrance exam. That score will be used to rank applicants on the initial entry-level eligibility list. The entry-level eligibility list will then be updated during the recruitment period once an applicant is scored by the oral interview board. The entry-level eligibility list shall expire during each police academy on a date to be determined by the Department Head.

(b) Eligibility list for lateral applicants

The score to be placed on the lateral eligibility list for each lateral applicant shall be the applicant's score from the oral interview board. The lateral eligibility list will be updated once a lateral applicant is scored by the oral interview board. That score will be used to rank applicants on the lateral eligibility list, however, the Department head may give preference in selection to any person on the lateral eligibility list. The lateral eligibility list shall expire on a date to be determined by the Department Head.

The eligibility list for lateral applicants will be determined by an oral interview with the Department's Administration. The Department Head shall determine if the lateral applicant is eligible. The lateral eligibility list shall expire on a date to be determined by the Department Head.

(c) Appointment to a Vacant Position

- (i) To fill a vacant position in the Department the Department Head shall request in writing from the Commission, and the Director shall certify to the Department Head, the names of suitable persons from the entry-level eligibility list, lateral eligibility list, and the reappointment list. From the names certified, the Department Head may fill the vacant position by a reappointment as outlined in section 6, any lateral entry applicant, or the person having the highest score on the entry-level eligibility list.

- (ii) If the Department Head fills the vacant position with a person other than a reappointment, a lateral applicant, or the person having the highest score on the entry-level eligibility list, the Department Head shall clearly set forth in writing the good and sufficient reason why the person having the highest score was not appointed.
- (iii) The reason required by subsection (ii) shall be filed with the Commission and a copy provided to the person having the highest score on the entry-level eligibility list.

Section 8. Probationary Period

(a) Applicable Probationary Period

(i) Lateral Entry and Reappointed Former Officers

A certified peace officer appointed to a position in the Department through Lateral Entry or through a reappointment after resignation or retirement must serve a probationary period of no more than twelve (12) months beginning on that person's date of employment, or re-employment as applicable, as a police officer or academy trainee for the Department.

(ii) Any Other Person Appointed to a Vacant Position

A person appointed to a vacant position in the Department through the hiring process, other than through a reappointment under section 6 or lateral entry, must serve a probationary period of eighteen (18) months beginning on that person's date of employment as a police officer, or academy trainee.

- (b) During the officer's probationary period the officer may be discharged by the Department Head without notice and/or without cause. An officer does not become entitled to protection against discipline or discharge by the provisions of the civil service law or this Agreement, except upon completion of the officer's probationary period as stated in subsection (d) below.

(c) Membership in Employee Organizations

TLGC Section 143.027(c) shall apply.

(d) Civil Service Protection

A police officer who was appointed through the Department's hiring process and who serves the entire applicable probationary period automatically becomes a full-fledged civil service employee and has full civil service protection except as modified by this Agreement.

Upon successful completion of the probationary period, the officer shall be eligible for all rights under this Agreement. Upon the probationary officer becoming a commissioned peace officer, in instances of disciplinary actions against probationary officers, the Department head must comply with Texas Government Code Chapter 614.021 through 614.023.

ARTICLE 5
PROMOTION

Section 1. Intent

Prior to entering this Agreement, the Department adopted an alternative promotional system under section 143.035 of the TLGC and the Parties seek to improve upon the alternative promotional system in this Agreement. In adopting this Article, the Parties agreed to implement a promotional system for the rank of Sergeant and Lieutenant within the Department that will be administered by supervisors of the Abilene Police Department. The Parties believe administering the promotional system within the Department has improved the promotional process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the rank of Sergeant and Lieutenant.

During the term of this Agreement, the Agreement may be reopened for the limited purpose of adopting a new promotional process if mutually agreed upon by the Parties. A committee to develop and design this new process shall consist of, at a minimum, two (2) representatives designated by the Association and two (2) representatives designated by Police Administration. If a new process is designed, the Agreement may be reopened for the intent of adopting the new method. During this design process, the Department will follow the promotional procedures detailed in this Agreement.

Section 2. Promotional Process Design Committee

- (a) The purpose of the Promotional Process Design Committee shall be to develop the promotional process. This development shall consist of the creation of procedures, questions, and methods to be utilized for the promotional processes outlined in appendices A and B of this Agreement.
- (b) The Promotional Process Design Committee: The Parties agree that each party will appoint three (3) representatives. Two (2) of the representatives will be supervisors and one (1) representative will be an officer. No party or officer may appeal the makeup of the Promotional Process Design Committee. By mutual agreement, the Parties may increase the number of appointed representatives to a number greater than three (3).
- (c) All members or participants in the Promotional Process Design Committee must execute a confidentiality agreement pertaining to the promotional process development, implementation, and testing to maintain the integrity of the process.

Section 3. Eligibility for Promotion to the Rank of Sergeant

An officer is not eligible for promotion to the Sergeant Rank unless:

- (a) The police officer has served in the Department (including trainee status) for at least five (5) consecutive years before the date of the Written Examination component of the promotional process; or
- (b) For a lateral police officer who has at least two (2) years of prior service in another department, the police officer has served in the Department for at least three (3) consecutive years before the date of the Written Examination component of the promotional process; or

- (c) For a police officer who has been rehired, the police officer has been rehired for at least one (1) year and has served in the Department for at least five (5) cumulative years before the date of the Written Examination component of the promotional process; and
- (d) The police officer has successfully completed all components of the sergeant's promotional process.

Section 4. Promotion to the Rank of Sergeant

- (a) The Sergeant's promotional procedure will consist of four (4) steps as set out in Appendix A to the Agreement to include:
 - 1. Written Examination
 - 2. Promotional Candidate Performance Review
 - 3. Oral Panel Review
 - 4. Assessment Exercises
- (b) Appendix A is incorporated as set forth fully herein and made a part of this Agreement. Appendix A may be amended by mutual agreement of a joint Labor/Management committee with approval from the Commission. Each Party shall designate three (3) representatives to serve on a Labor/Management Committee. A minimum of four (4) members of the committee including two (2) from labor and two (2) from management must be present for a meeting to be held.

Section 5. Eligibility for Promotion to the Rank of Lieutenant

- (a) A Sergeant is not eligible for promotion to Lieutenant Rank unless the Sergeant has served for at least two (2) consecutive years in the grade of Sergeant; and
- (b) The Sergeant has successfully completed all components of the Lieutenant's promotional process.

Section 6. Promotion to the Rank of Lieutenant

- (a) The Lieutenant's promotional procedure will consist of three (3) steps as set out in Appendix B to the Agreement to include:
 - 1. Promotional Candidate Performance Review
 - 2. Oral Panel Review
 - 3. Management Concepts Evaluation
- (b) Appendix B is incorporated as set forth fully herein and made a part of this Agreement. Appendix B may be amended by mutual agreement of a joint Labor/Management Committee with approval from the commission. Each Party shall designate three (3) representatives to serve on a Labor/Management Committee. A minimum of four (4) members of the committee including two (2) from labor and two (2) from management must be present for a meeting to be held.

Section 7. Effect and Term of an Eligibility List Created under this Article

Any promotional eligibility list created under this article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement. Any promotional eligibility list created under this article will have an effective term as outlined in Appendix A or B, as applicable.

Section 8. Fairness and Integrity

This section hereby adopts TLGC section 143.032 (g) and (h) to apply to the promotional process set forth in this article and Appendix A and B of the Agreement. The words "promotional examination" or "examination" in 143.032 (g) and (h) and hereby replaced with "promotional process". The fairness and integrity of the promotional process is the responsibility of the Commission, the Director, and each municipal employee involved in the preparation or administration of the promotional process.

Section 9. Statutory Override

This Article and Appendix A & B to this Agreement supersede the following sections of the TLGC: section 143.031 to increase the requisite time of service before taking the Sergeant promotional examination; section 143.032 (a) through (f) to provide a Promotional Leadership Academy class to be administered by the Department as part of promotional process along with an assessment center to be administered by the Department as part of the promotional selection process, to provide for more flexibility for the timing of grading and to eliminate the written examination portion of the promotional process; section 143.033 to provide for the process set out in Appendix A & B; section 143.034 to provide for an assessment center and to preclude appeal of the assessment center; section 143.035 to provide for the adoption of Appendix A & B as the Department's alternative promotional system; and section 143.036 to provide for the promotional process in accordance with this Article and Appendix A & B and to establish the effective term of an eligibility list created under this Article.

ARTICLE 6

PROTECTED RIGHTS OF OFFICERS FOR MAJOR COMPLAINTS

Section 1. Effect of Article

The following provisions shall apply to the administrative investigation of Major Complaints based on alleged misconduct by Department officers. To the extent of any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local Government Code and provisions of Chapter 614 of the Texas Government Code, the provisions of this Agreement shall control. To the extent of any conflict between this Article and any other provision of this Agreement, this Article shall control.

Section 2. Definitions

In this Article:

- (a) The term "complaint" means any affidavit, written administrative referral, or other signed written document by the complainant setting forth allegations that form the basis of future allegations of misconduct against an officer and which serves as the basis for initiating an investigation.
- (b) "Major Complaints" means a complaint involving a deviation from the use of force policy resulting in serious bodily injury, criminal activity involving felony crimes, or death of any person in police custody.
- (c) The term "investigation" means an administrative fact finding investigation of a Major Complaint based on alleged misconduct by an officer that could result in disciplinary action.
- (d) The term "investigator" means an agent or employee of the Department, City, or an Independent Investigator who participates in conducting an investigation.
- (e) The term "statement" means any written communication setting forth particulars or facts regarding the alleged misconduct under investigation.
- (f) The term "evidence" means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a "complaint."
- (g) The term "counsel/representative" means the officer's attorney and/or liaison from the Association's Executive Board.

Section 3. Access to Complaining Party's Original Statement of Complaint by Officers for Major Complaints

- (a) Not less than forty-eight (48) hours before the officer who is the subject of a Major Complaint investigation provides a statement to an investigator, the officer shall be provided a copy of the complaining party's original statement of complaint. The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct under investigation the investigator must inform the officer in writing of the additional allegations being investigated. This section does not prohibit additional complaints being investigated if they arise during the investigation. After the Officer is advised in writing of his right to consult with an attorney, this 48 hour rule may be waived by the Officer in writing.

- (b) Before the officer who is the subject of a Major Complaint investigation provides a statement to an investigator, the officer and his/her representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations, if such recording is within the possession or control of the Department.
- (c) An officer is entitled to a copy of his/her statement to the investigator at the time when the statement is finalized and signed by the officer, but the statement remains confidential in the hands of the officer pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with his/her attorney.
- (d) Nothing in this Article shall be construed as requiring the Department to provide or make available for review by the officer or his/her representative any evidence from criminal investigations by the Department, unless that evidence is a part of the investigation case file. No criminal investigation material that is part of the investigation case file can be released if a criminal investigation or judicial proceeding is pending or has been conducted, unless required by law, court order, or subpoena.
- (e) Neither the officer nor his/her representative will be permitted to make copies of any witness statements, audio tapes, photographic or videotape evidence reviewed, except as provided in Section 3(a).

Section 4. Confidentiality of Records and Misuse of Information

The access to records provided in Section 3 of this Article has been granted in exchange for the following agreements intended to insure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

- (a) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of the officer, against the author of an Internal Affairs statement is strictly prohibited. If the Department head finds a violation of this subsection has occurred, it shall result in either a temporary or indefinite suspension.
- (b) If an officer is suspended pursuant to this Section, the officer shall have the right to appeal the suspension pursuant to Article 7.
- (c) Sections 143.053(e) and (f) of the TLGC are hereby superseded to the extent of any conflict with this Section.

Section 5. Right to Representation for Major Complaints

An officer who is the subject of a Major Complaint investigation shall have the right to be represented by an attorney of the officer's choice during an interview provided the attorney complies with the interview protocol of the investigation. An officer shall have the right to be represented by an attorney of the officer's choice during an interview with the Department Head or statement by the officer to the Complaint Review Board conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct.

At the request of the officer subject to the complaint, the officer has the right to have a liaison from the Association's Executive Board be present during interviews, meetings, depositions, review boards, and Loudermill hearings in reference to major complaints.

ARTICLE 7

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspension of Forty (40) Hours or Less

Appealable and Non-Appealable Suspensions

It is understood that most officers will make some errors during their career involving rule violations, including those who are good, professional police officers. The Parties agree that some disciplinary suspensions are for the purpose of reinforcing the need for compliance with Departmental standards and not necessarily as punishment. It is further understood that City policy G-1 "Grievance and Complaint Procedure" does not apply to officers.

The Parties agree that when an officer is suspended for forty hours or less the officer may choose one of two methods of dealing with the suspensions as listed below.

- (a) **Suspensions that may not be appealed.** The officer may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event an officer has received a disciplinary suspension within the preceding 24-month period, the officer may only forfeit vacation or holiday time with the Department Head's permission. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension solely to the Civil Service Commission. If the officer chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Forty (40) Hours or Less

The Parties agree that disciplinary suspensions of forty (40) hours or less that were imposed on or after October 1, 2011, will no longer be considered for purposes of transfer or promotion, after twenty-four (24) months have passed from the date of the suspension. This section does not apply to appealed suspensions.

After the twenty-four (24) months have passed, the Department Head shall notify the Civil Service Commission in writing. A copy of the notification document shall be included in the OPS investigative file or the file maintained by the Director, whichever is appropriate, and the Department shall enter a notation reflecting this. The Parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including, but not limited to, the letter of temporary suspension that was filed with the Commission as required by TLGC 143.052(c), or the OPS investigative file itself. The original suspension paperwork shall still be subject to open records requests and as evidence to negate any civil liability claim.

Section 2. Suspensions of Forty-One (41) to One Hundred Twenty (120) Hours

The Parties agree that when an officer is suspended for forty-one (41) to one hundred twenty (120) hours, the officer may choose one of two methods of dealing with the suspension as listed below.

- (a) **Suspensions that are not appealed.** The Department Head may allow an officer to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension to the Civil Service Commission or a Hearing Examiner as provided in TLGC, section 143.057.

Section 3. Suspensions of One Hundred Twenty-One (121) to Seven Hundred Twenty (720) Hours

- (a) **Mutually Agreed.** Either the Department Head or the officer facing discipline may offer to impose or accept a suspension without pay for a period from one hundred twenty-one (121) to seven hundred twenty (720) hours. If the officer accepts the mutually agreed suspension, there shall be no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension to any administrative or judicial body and the officer must sign a waiver of appeal. It is also understood and agreed that if the Department Head permits the forfeit of vacation or holiday time for suspension, said vacation or holiday time shall be considered as equal discipline to unpaid hours of suspension. In no case will sick leave be substituted for unpaid hours of suspension. The forfeited vacation or holiday time will not constitute hours worked.
- (b) **Non-Agreed.** If the Department Head imposes a suspension under this section, the officer may appeal to the Commission or to a Hearing Examiner as provided in TLGC, section 143.057, may be selected.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with demotion or temporary suspension, require that the officer successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer fails or refuses to enter into the program or after entering the program of counseling and/or rehabilitation, the officer fails or refuses to complete the program, or fails to submit to mandatory alcohol or drug testing, the officer may be indefinitely suspended for failing or refusing to complete the program or for failing to submit to mandatory alcohol or drug testing. The officer has the right to appeal to the commission or to a third party Hearing Examiner any discipline imposed under this section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the commission or Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer the opportunity to enter into an alternative disciplinary agreement under which the officer would accept demotion or a temporary suspension of up to seven hundred and twenty (720) hours and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head. The program of counseling and/or rehabilitation will be completed on the officer's off duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involved alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer accepts the opportunity for agreed alternative discipline, the officer may not appeal any terms of the Agreement nor the disciplinary action. If the officer fails to successfully complete the program of counseling and/or rehabilitation, the officer may be indefinitely suspended without right of appeal and without right to bring any contract dispute under Article 10 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department Head may require that an officer be evaluated by a qualified professional designated by the Department Head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department Head may offer the officer, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the officer and the Department Head.

- (a) The officer shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
- (b) The program of counseling and/or rehabilitation will be completed on the officer's off- duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan.
- (c) The officer shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the officer commits the same or a similar act of misconduct, the officer will be indefinitely suspended without right of appeal.

If the officer's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the officer submit to mandatory alcohol or drug testing, upon order by the Department Head, for a specified period of time. If the officer accepts the opportunity for a last chance agreement, the officer may not appeal any terms of the agreement. Successful completion of a counseling and/or rehabilitation program will be specifically defined in the agreed alternative discipline document. If the officer fails to successfully complete the agreed upon program, the officer may be indefinitely suspended without right of appeal, nor right to bring any contract dispute under Article 10 regarding the suspension, before any administrative or judicial body.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspensions in Excess of Forty (40) Hours or for Indefinite Suspensions

The City recognizes that during the term of this Agreement officers have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the TLGC. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. It is the express intention of this provision that an officer may not appeal to a hearing examiner pursuant to TLGC section 143.057 unless the suspension exceeds forty (40) hours or is an indefinite suspension.

Section 8. Procedures for Hearings before Commission and Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under 143.057, are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically it is understood that neither the Texas Rules of Evidence (TRE) nor the Texas Rules of Court (TRC) apply to such hearings. The burden of proof shall be by a preponderance of the evidence. If the Department calls a witness to testify during a hearing and that witness has given a statement to the investigator as defined in Article 6, Section 2 (d) regarding the pending case, then the Department will provide a copy of that statement to the officer's counsel at the time the witness is called to testify.

Section 9. Appeal Procedures before Hearing Examiners

In any proceeding before a hearing examiner, the following procedures shall be followed:

- (a) The Department shall furnish the charge letter to the hearing examiner by delivering a copy far enough in advance, so that the hearing examiner receives the copy at least five (5) business days before the start of the hearing.
- (b) The officer may furnish a position statement to the hearing examiner by delivering copies to the hearing examiner and to the Department far enough in advance, so that the hearing examiner and the Department receives the copies at least five (5) business days before the start of the hearing.
- (c) At the close of the presentation of evidence to a TLGC 143 Hearing Examiner, the Hearing Examiner shall render a decision within ten (10) working days. Post submission briefs shall only be allowed by mutual agreement of the Parties.

Section 10. Preemption

The provisions of this Article preempt all contrary local ordinance, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission.

It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in Subchapter D of the Texas Local Government Code Chapter 143, is intended to override the applicable statutory provision as allowed by Subchapter C of the Texas Local Government Code Chapter 142.

Section 11. Expenses

It is agreed that the City and an Officer disciplined under this article shall share fees and expenses equally for the Hearing Examiner. The costs of an expert witness or any other witness not employed by the City are paid by the party who subpoenas the witness. In the event a party desires a court reporter, that party shall bear that cost one-hundred percent (100%). In the event the officer is not a member of the Association, and therefore financially responsible for his/her share of any fees, the officer shall deposit with the Director of Civil Service his/her share of the fee three (3) week days prior to the Hearing Examiner's deadline to cancel. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the non-association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 8

BASE SALARY AND OTHER PAY

Section 1. Base Salary

It is the goal of this Agreement to maintain the base salary for all police officers subject to this Agreement at the average salary of the City's peer cities plus four percent (4%).

During the term of this Agreement, the base salary for all police officer ranks will increase to the average of the City's peer cities plus an additional four percent (4%) increase. If during the term of this Agreement, a police officer rank is already at or above the average of the City's peer cities, plus the additional four percent (4%), then that police officer rank will only receive a two percent (2%) cost of living adjustment.

The "average of the City's peer cities" shall be the average of the actual salary of police officer ranks from each of the City's comparative cities as determined by the City Council. At present, those City Council selected comparative cities (the "City's peer cities") are: Carrollton, Denton, Grand Prairie, Killeen, Lubbock, Midland, Odessa, San Angelo, Waco and Wichita Falls. In the event the Council desires to change the City's ten peer cities, such decision will be made in a public meeting, properly noticed and a public hearing will be held as required by law.

The actual salary of police officer ranks from each of the City's comparative cities shall be fixed as of March 31st of each calendar year. During the month of April of each year, the City Manager, City Finance Director, and the Association's President or his/her Designee(s), shall review the actual salary of police officer ranks from each of the City's comparative cities, and shall, in good faith, determine the average of the City's peer cities for purposes of this Agreement.

During the review of actual salaries of police officer ranks, the percentage separation between Police Officer 8 and Sergeant I and Sergeant II and Lieutenant I shall also be assessed and, if appropriated, an adjustment recommendation may be made to the City Manager. The City Manager is not bound by any recommendation from the Association regarding pay separation between ranks, but should be of mutual interest to review each year.

If the City Manager, City Finance Director, and the Associations' President or his/her Designee(s) cannot agree, in good faith, on the average of the City's peer cities for a police officer rank or ranks, this Agreement may be reopened for the limited purpose of negotiating the average of the City's peer cities for the disputed officer rank or ranks only.

Section 2. Police Training Officer Assignment Pay

Police Training Officers (PTO) will be paid for the shifts in which they are active in the training process while assigned PTO duties by the Department head or his/her designee. The pay rate for the PTO assignment will be \$4.50 per hour for the scheduled shift hours and will be included in the bi-weekly payroll.

Section 3. Special Duty Pay

Police officers holding special duty assignments that require specialized training and frequent response outside of regular duty hours will receive \$200 per month in special duty assignment pay. The payment will be paid bi-weekly to be equivalent to the designated monthly payment. An officer may receive special duty pay for only one assignment, regardless of the number of special duties assigned to the officer. Special duty assignments include Public Information Officer (PIO), Homeless Outreach Team (HOT), SRO, CID, Youth

Investigator, Tactical Unit, Bomb Unit, K9 Unit, SOD, Range Master, CRT, Drug Recognition Experts, and Traffic Division. This list may be amended as mutually agreed upon by City Administration and APOA. Beginning in the second pay period of October of year two (2) of this Agreement and every year thereafter of this Agreement, special duty assignment pay will increase to \$200 per month.

Section 4. Holiday Pay

Officers assigned to Uniformed Services will accrue holiday hours based upon his/her primary duty days. Officers primarily working 10 hours shifts will receive 10 hours for a holiday. Officers primarily working 12 hours shifts will receive 12 hours for a holiday.

Officers assigned to Specialized Divisions will accrue holiday hours based upon his/her primary duty days. Officers primarily working 8 hour shifts will receive 8 hours for a holiday. Officers primarily working 10 hour shifts will receive 10 hours for a holiday.

Specialized Divisions officers who are scheduled to be off duty on one of the officially approved City holidays and who are called in to work by his/her supervisor will be compensated at one- and one-half times his/her regular hourly rate for the time actually worked on that particular holiday. "Holiday" means the full 24 hour period of the day.

Uniformed Services officers working on their normally assigned duty day on any of the official holidays approved by City Council will receive an additional \$200.00 in pay for working that day. In order to receive the holiday pay, the officer must start his/her shift on the holiday.

Section 5. Bilingual Pay

Bilingual pay will be paid at the rate of one hundred dollars (\$100) per month for officers certified in verbal language skills under standards established by the Department Head. Payment will be paid bi-weekly to be equivalent to the designated monthly payment and applicable length of time.

Section 6. Recruitment Incentive Pay

To further facilitate recruitment, the Department Head may use recruitment incentive pay when filling positions under Article 4.

All other provisions of the City of Abilene vacation policy and procedures will continue to be governed by the existing City of Abilene and Abilene Police Department policies and procedures.

(b) Retention Incentive – Sick Buyback

Beginning in the second pay period of October of year three (3) of this Agreement and every year thereafter of this Agreement, officers may sell unused sick time up to forty (40) hours, once a year.

In order to be eligible, officers must have a minimum of 720 sick hours accrued, and not used more than 120 hours the prior fiscal year.

Section 7. Longevity Pay

Parties agree that effective October 1, 2012 an Officer will receive \$4 per month per year of service for one (1) through nine (9) years of service. Beginning in service year ten (10), an officer will receive \$8 per month per year of service through thirty (30) years of service. Longevity pay will maximize at \$240 per month

(\$2,880 per year) for service year thirty (30) and beyond. The longevity pay schedule is reflected in Appendix C of this Agreement.

Section 8. Education Pay

Beginning October 1, 2020, Officers shall be paid at the following rates per month starting the month after they receive their degree: \$85 per month for an associate degree, \$150 per month for a bachelor's degree, or \$200 per month for a master's degree. Such education pay is not cumulative.

Section 9. Shift Differential Pay

Beginning on October 1 of year two (2) of this Agreement and every year thereafter of this Agreement, all sworn personnel subject to this Agreement shall be paid shift differential pay in the amount of \$200 per month when more than fifty percent (50%) of their regularly assigned shift falls between the hours of 6:00 PM and 6:00 AM.

Section 10. Statutory Override

This Article supersedes TLGC sections 141.033(a) and 143.041(b) as this Article establishes more than one base salary in a classification and to provide for discretionary recruitment incentive pay and bilingual pay; section 141.032 to provide for a different methodology for longevity pay and section 143.042 to provide for discretionary bilingual pay.

ARTICLE 9

TMRS RETIREMENT OPTION

The City's service requirement to be eligible to retire under the Texas Municipal Retirement System ("TMRS") will include eligibility to retire with twenty (20) years of service at any age under TMRS.

ARTICLE 10

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time to time disagreements between the parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head or City Manager. An officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department head may require by policy for submission of contract disputes within the chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. It is intended that during the resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within thirty (30) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with arbitration within ten (10) days from the date the parties declare in writing they cannot agree on a mediator or within ten (10) days after mediation if it is not successful. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Arbitration. The Parties agree they will contact the American Arbitration Association to obtain a panel of qualified arbitrators, from which to select an arbitrator.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitrator and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within ten (10) business days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees, but the fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost one hundred percent (100%).

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and, in accordance with the law, will be pursued by the Association, if accepted, until final resolution is reached.

ARTICLE 11

WELLNESS

It is the goal of this Agreement that the Abilene Police Department adopts a voluntary incentivized fitness program with guidelines and rewards developed in a collaborative manner between Police Administration and the Association's Executive Board or a representative appointed by the Association's Executive Board. Applicable incentive pay will be authorized pursuant to Section 143.044 TLGC.

No officer subject to this Agreement shall be mandated to participate in a voluntary fitness incentive program. No sworn employee subject to this Agreement shall be disciplined, suspended, or subject to a fitness-for-duty evaluation, or receive any other adverse employment action based solely on their voluntary participation in the fitness program.

All applicable standards of fitness and determination of fitness for police officers will continue to be applied by Section 143.081 TLGC.

Additionally, it is the goal of this Agreement to ensure that all sworn employees maintain adequate health and wellness to perform at the highest level. Beginning in October of year two (2) of this Agreement and every year thereafter of this Agreement, all sworn employees subject to this Agreement shall undergo an annual medical physical, to include a heart scan, at the City's expense and consistent with the same comprehensive medical screening for Fire Department personnel with the exception of Fire Department cancer screenings. It is the express intent of the Parties that the annual medical physical will include a sonographic heart scan consistent with the Abilene Fire Department's heart scan. In addition to a medical examination, all sworn employees shall attend and participate in one (1) counseling session at the City's expense with a provider chosen by the City based on the provider's experience with counseling matters of importance to law enforcement personnel.

It is the express intent of the Parties that this annual medical physical shall provide a baseline for presumptive benefits outline in TLGC Section 607.056.

ARTICLE 12

MISCELLANEOUS

Section 1. Uniforms

The clothing allowance for those officers as determined by Administration shall be \$750 per year, payable in full during the first pay period of November.

Beginning in year two (2) of this Agreement, the clothing allowance for those officers as determined by Administration shall be \$1000 per year, payable in full during the first pay period of November.

Beginning in year three (3) of this Agreement and every year thereafter of this Agreement, the clothing allowance for those officers as determined by Administration shall be \$1250 per year, payable in full during the first pay period in November.

In the event technology becomes available to provide officers more flexibility in the use of the allowance, the Department Head may change how officers are paid the uniform allowance provided the executive board of the APOA agrees with the change.

Section 2. Funding Obligation

The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform 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 for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2015 and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7. In the event the City cannot meet its funding obligations, after exhausting all reasonably available recurring revenue, as provided in the State Constitution, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

Section 3. No Petition to Increase Salaries

The parties agree to the salary increase provided for in Article 8 and it is the Parties' intent to override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

Section 4. Compensatory Time

Officers working a seven (7) day work period are compensated at one and one-half (1 ½) times their regular hourly rate for hours actually worked in excess of forty (40) hours during any one work week. If an Officer has been on leave due to absence from work during a work week, straight time pay or compensatory time will apply until the Officer has actually worked forty (40) hours.

Officers working a work period that exceeds (7) days are compensated at one and one-half (1 ½) times their regular hourly rate for hours worked in excess of eighty (80) hours during any one work period. For this workgroup, planned vacation and holiday hours are considered hours worked for the purposes of computing overtime pay.

The City may compensate Officers with compensatory time in lieu of overtime pay during a work period at a rate of not less than one and one-half (1 ½) hours for each hour of employment for which overtime compensation is required by the Fair Labor Standards Act ("FLSA"), 29 USC 207.

When an Officer is offered an assignment that will be compensated with compensatory time, the Officer has the option of refusing the compensatory time and requesting to be paid the appropriate rate of pay prior to accepting the assignment. The Department Head has the discretion to approve the request or to deny the request and offer the assignment to a different Officer.

This Article supersedes any and all agreements or understandings between the City and a covered officer of the bargaining unit related to compensatory time made during the term of this Agreement. If this Agreement expires, any lawful agreements or understandings that were made with individual Officers regarding compensatory time will apply.

Under this agreement Officers shall be allowed to accrue compensatory time up to a maximum accrual of eighty (80) hours, unless a greater amount is approved in writing by the Department Head. Requests to exceed the maximum accrual will be considered by the Department Head on a case by case basis.

This Article does not apply to Secondary Work Assignments.

Section 5. Association Business Leave Pool

Upon retirement, a police officer having more than 720 hours of accrued sick leave may make a donation of up to eighty (80) hours of sick leave. Both Parties agree that the usage of ABL by Association members will be capped at five hundred (500) hours per year.

The ABLP may be charged on an hour-for-hour basis when Association Board members and/or members of the Association attend regular Association business activities, as long as the ABLP has a positive balance. Regular Association business activities are defined as time spent at training programs, seminars, workshops, conferences or events.

The Association may request the use of ABL for Association business activities upon two (2) working days advance electronic or written notification to the Department Head. Such requests will not be unreasonably denied.

The City will keep an accounting of the hours accrued and hours used. A report will be provided of the used and unused hours to the Department Head and the Association President every six (6) months

Section 6. Commission Election Schedule

The Commission shall elect a chairperson and vice-chairperson at its first meeting of the calendar year. It is the Parties' intent to override section 143.006(e) of the Texas Local Government Code to allow for the election of a chairperson and vice-chairperson outside the month of January.

Section 7. Association Rights and Indemnification

The Parties agree to open this Agreement within twelve (12) months of adoption for the sole purpose of concluding discussions on Association Rights and Indemnification language.

ARTICLE 13

TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2024, and shall remain in full force and effect through September 30, 2029, and may be extended thereafter by written agreement of the Parties.

Parties acknowledge the applicability of Article 12, Section 7 of this Agreement.

Further, both Parties agree to work together each year to gather and analyze comparative city salary and pay plan information.

ARTICLE 14

SAVINGS CLAUSE

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until subsequent Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

ARTICLE 15

OVERTIME PAY

Section 1. Federal Labor Standards Act (FLSA) to Apply

- (a) The Parties agree that the FLSA shall be used as the exclusive guideline for setting the hours of work, pay schedules, and determining overtime exceptions.
- (b) The City shall utilize the statutory standards imposed by the FLSA for purposes of determining its obligations to pay statutory overtime as required by the FLSA. In this regard, the City agrees to waive its right to use the applicable pay cycle allowed under the FLSA for police personnel, which currently allows for a forty-three (43) hour workweek without overtime.

Section 2. Overtime Exception

The Parties understand and agree that the overtime exemption provided for by the FLSA known as the 7(k) exemption is hereby adopted by the City and shall be used for the purposes of determining an applicable work period for purposes of overtime under the FLSA for certain work groups. The City reserves the right to make an initial determination on whether an overtime exemption applies, based on its own evaluation, or based on a request for an evaluation from the Department of Labor (DOL).

Section 3. Vacation and Holiday Pay

For work groups working under a work period that exceeds seven (7) days, vacation, and holiday days requested and approved at least one (1) week prior to beginning of the work period shall be included in the days worked for purposes of computing overtime pay.

Section 4. Amendment of Work Period

The City reserves any and all rights to alter or amend the work period, if to do so serves the legitimate governmental and management interests of the City. The parties agree that the maximum work period that will be utilized by the City is a fourteen (14) day period. The maximum number of hours that will be worked without overtime pay within a fourteen (14) day work period will be eighty (80).

Section 5. Administrative Challenge

Nothing in this Agreement shall prevent or preclude an individual officer or class of officers from exercising their administrative rights to challenge the application of an exemption using applicable DOL procedures and protocols. Further, nothing in the Agreement shall prevent or preclude the City from defending its application of an exemption.

Section 6. Statutory Override

This Article supersedes TLGC Section 142.0015 and any and all other contrary state provisions to allow the adoption of the FLSA 7(k) overtime exemption and provide for an alternate work period.

SIGNATURE AND EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

FOR THE CITY OF ABILENE, TEXAS:

[Approved by the Abilene City Council on the 8th day of August, 2024]

DocuSigned by:
Robert Hanna
E27D700B8444EA
ROBERT HANNA
CITY MANAGER

8/14/2024 | 2:50 PM CDT
Date: _____

ATTEST:

DocuSigned by:
Shawna Atkinson
C9A667226196426...
SHAWNA ATKINSON
CITY SECRETARY

APPROVED:

Signed by:
Rondell Seratte
5ED786FA135640F...
RONDELL SERATTE, CHIEF OF POLICE

APPROVED AS TO FORM:

DocuSigned by:
Stanley Smith
D47F7C82A7BE450...
STANLEY SMITH, CITY ATTORNEY

FOR THE ABILENE POLICE OFFICERS' ASSOCIATION:

[Ratified by APOA Membership on the 5th day of August, 2024]

Signed by:
Chris Adams
E8F06692CB9A4D4...
CHRIS ADAMS
PRESIDENT

8/15/2024 | 8:21 AM CDT
Date: _____

Signed by:
Cory Davis
5A39FC00883D4E2...
CORY DAVIS
FIRST VICE PRESIDENT

8/15/2024 | 12:16 PM CDT
Date: _____

APPENDIX A

Abilene Police Department Amendment to the Civil Service Promotional System for Promotions to the Rank of Sergeant

I. Sergeant's Promotional Procedure Notification

- a. The Civil Service Director shall publicize each vacancy and shall fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs. Posting electronically as well as a written posting at the Employee Entrance to the Department shall be sufficient for on-site posting.
- b. Thirty (30) days prior to the date a Sergeant's promotional process is held, the Commission shall post a notice of the promotional process in plain view in the hallway of City Hall and at the main employee entrance of the Department. The notice shall also be sent to all eligible employees by reliable means. The notice must show the position for which the promotional process is being held and the date, time and place of the beginning of the promotional process (the written examination).
- c. The Sergeant's promotional process shall be held as vacancies become available or are projected. The eligibility list from each promotional process will not become effective until the previous eligibility list has expired or been exhausted.

II. Eligibility for Sergeant's Promotional Process

Officers are eligible to participate in the promotional process for the rank of sergeant if, as of the established date for the written examination step of the promotional process:

- a. The police officer has served in the Department (including trainee status) for at least five (5) consecutive years before the date of the Written Examination component of the promotional process; or
- b. For a lateral police officer who has at least two (2) years of prior service in another department, the officer has served in the Department for at least three (3) consecutive years before the date of the Written Examination component of the promotional process; or
- c. For a police officer who has been rehired, the police officer has been rehired for at least one (1) year and has served in the Department for at least five (5) cumulative years before the date of the Written Examination component of the promotional process.

III. Sergeant's Promotional Process Overview

The Sergeant's promotional process will consist of four (4) steps:

1. Written Examination
2. Promotional candidate performance review
3. Oral Panel Review
4. Assessment Exercises

IV. Written Examination

The written examination will be given to all eligible candidates at the date posted on the promotional process notification. The written examination will be a multiple choice test based on Abilene Police Department Operating Procedures (OPs) and segments of the Penal Code.

All of the questions asked on the written test shall be prepared and composed in such a manner that the grading of test papers can be completed immediately following the test.

Test scores are appealable to the Chief of Police first, and then may be appealed to the Civil Service Commission if the first appeal is not mutually satisfactory.

All eligible promotional candidates shall be given the written test in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on active military duty outside of this state or in a location that is not within reasonable geographic proximity to the location where the test is being administered. In this case the provisions of Local Government Code 143.032(b) will be enacted to satisfy the regulations of The Uniformed Services Employment and Reemployment Rights Act (USERRA). Accommodations will be extended to officers who are deployed in order for them to participate in the promotional process in accordance with USERRA.

The written test shall be graded with a mechanical or electronic grading system immediately upon a candidate's completion of the test. The grading may be completed by hand if the mechanical or electronic grading system fails or malfunctions.

The grading of the written test shall be completed at the test site and in the presence of the candidate, if requested by the candidate.

The resulting scores of the written examination will establish the ranking list which shall determine who moves forward in the promotional process. The minimum passing score shall be a seventy (70), and the score will be considered as a weighted component of the overall score for the promotional process.

The candidates with the top fifteen (15) scores above seventy (70) will be eligible to move forward in the promotional process. When two (2) or more candidates have the same score for the 15th position and, as a result a tie exists on the eligibility list to move forward in the promotional process, all candidates with the tied score will move forward.

Bonus Points

Each police officer is entitled to receive one (1) bonus point for every five (5) years of seniority as a classified peace officer in that department, with a maximum of three (3) points. In addition, each police officer is entitled to receive one (1) point for a Bachelor's Degree and two (2) points for a Master's Degree. In addition, each police officer is entitled to receive one (1) bonus point for any prior or current service in the United States Armed Forces.

The total number of bonus points allowable is five (5). After a passing grade of seventy (70) is achieved on the written examination, bonus points will be awarded and totaled into the final tabulation of test scores.

V. Sergeant's Promotional Candidate Performance Review

Police Administration shall identify individuals, holding the rank of sergeant, to conduct a Performance Review of each candidate for the Sergeant's Promotional Process.

The purpose of the Performance Review shall be to establish and identify:

1. Positive or negative conduct of the candidate
2. Overall leadership potential of the candidate
3. An assessment of the following:
 - (a) Candidate's self-motivation
 - (b) Candidate's ethics and decision making skills
 - (c) Candidate's verbal communication skills
 - (d) Candidate's job knowledge

The Performance Review should include, but is not limited to, the following:

1. Examination of the candidate's entire personnel file for the purposes of inclusion in the candidate's Performance Review Packet to be presented during the promotional process:
 - (a) Identifying any previous disciplinary action
 - (b) Identifying any letters of counseling or reprimand
 - (c) Identifying any sustained allegations relating to Internal Affairs Investigations
(Note: Disciplinary action, letters of counseling or reprimand, or "sustained" IA allegations are not automatic disqualifiers, but may be taken into consideration)
 - (d) Examination of yearly personnel evaluations of the candidate
 - (e) Identifying any awards
 - (f) Identifying any instances of good conduct, letters of recognition, etc.
2. The candidate shall identify three (3) references to be interviewed by the performance reviewer. These references shall be sworn employees of the Abilene Police Department.
3. The performance reviewer shall identify a minimum of five (5) additional sources of information regarding the candidate. These additional sources shall be employees of the Abilene Police Department and shall include:
 - (a) Director supervisors of the candidate during the previous 24 months (No more than two [2])
 - (b) Direct command level supervisors of the candidate during the previous 24 months (No more than two [2])
 - (c) Any co-worker of the candidate not listed as a reference by the candidate as needed.
****** The information obtained from references and sources of information shall be made available to the candidate upon request. The identity of the person providing said information shall be kept confidential. ******
4. Assessor Review of the Performance Review:

A panel of assessors will review the candidate's entire performance review file as compiled by the person conducting the performance review. The assessor panel will then have an opportunity to follow up with the person conducting the review, if necessary, and/or have the opportunity to ask follow up questions of the candidate, if necessary. Any follow up questions to be asked of the candidate will be agreed upon, ahead of time, with the assessor panel by the Facilitator.

5. The assessors will determine a score for the findings of the candidate's performance review as a separate component of the overall promotional process score for each candidate. The dimensions to be utilized for arriving at this scoring component will be agreed upon from the list of dimensions cited in Section VIII of this appendix during the assessor panel training.

VI. Oral Panel Review

Since one of the best predictors of future performance is past performance, behavioral questions will be utilized. In other words, questions that provide the candidate with an opportunity to tell the assessors how they have performed in the past as it relates to the dimensions identified for the job in question. Problem analysis, judgment, oral communication, leadership, decisiveness, self-initiative, adaptability and interpersonal skills are some of the dimensions examined in this component of the promotional process.

VII. Assessment Exercises

Assessment Exercises are a component of the Sergeant's Promotional process. Assessment Exercises may be administered over multiple days. A minimum of two (2) exercises will be chosen from the following types of exercises. A candidate's Assessment Exercise scores will be averaged to form one component of the overall promotional process score. Exercises will be developed by the Promotional Process Design Committee, working with Police and City Administration.

1. Subordinate Review

This exercise provides an opportunity for the candidate to demonstrate how he or she handles personnel issues. Whether it's coaching, counseling or disciplining subordinates, this is a critical skill for supervisors. A typical scenario places the candidate as the new supervisor that will have to meet with a subordinate who has been having some work-related problems. The candidate's job in this exercise is to try to get them back on track, but also to see what it is that has derailed them, and how the candidate can help them return to an acceptable level of performance. Oral communication skills, interpersonal skills, judgment, problem analysis, and leadership are some of the dimensions examined in this exercise.

2. In-Basket Exercise

This exercise requires the candidate to manage the in-basket within a specific time frame. The candidate should be able to read this, analyze quickly, the key issues that are "hidden" in an in-basket exercise. The candidate is required to focus on each element of the "in-basket," making decisions, prioritizing, and delegating. This exercise is an extension of what a good supervisor or manager should be able to do on a daily basis. Problem analysis, judgment, decisiveness, written communication skills and planning and organization are some of the dimensions examined in this exercise.

3. Oral Presentation

In this exercise the candidate is presented with a subject of discussion either in advance or at the assessment. The foundation of the exercise is that many positions require supervisors and managers to speak publicly either to staff or to customers. Problem analysis, judgment, oral communication, decisiveness, interpersonal skills and planning and organization are some of the dimensions examined in this exercise.

4. Written Exercises

A variety of written exercises are used in promotional processes. Some are similar to the in-basket while others are more complicated and deal with a specific set of problems. The written problems require the candidate to use creative thinking in order to resolve challenging real world problems. Problem analysis, judgment, decisiveness, written communication skills and planning and organization are some of the dimensions examined in this exercise.

5. Tactical Exercise

The tactical exercise utilizes a tactical problem which the candidate must handle using common practices, standard operating procedures, good problem solving techniques and other skills to resolve. Problem analysis, judgment, leadership, oral communication, decisiveness, adaptability, written communication skills and interpersonal skills are some of the dimensions examined in this exercise.

VIII. Assessors, Procedures, and Dimensions for the Sergeant Promotional Process

Assessors for the Sergeant promotional process shall be supervisors of the Abilene Police Department who are currently holding the following ranks:

1. Sergeant II, or
2. Lieutenant

The following rules will dictate the selection process for the assessors:

1. The names of all eligible assessors will be placed in a container(s) suitable for a random drawing prior to the beginning of the promotional process.
2. Names will be drawn randomly.
3. The number of assessors will be equal to half of the number of candidates, but will not be less than six (6).
4. Regardless of the number of assessors needed, two (2) alternate names will be drawn for use in case of an unforeseen emergency.
5. Candidates for assessment will be invited to be present at the drawing.
6. The Department Head may pass over a selected assessor for good cause.

The Department Head will appoint a facilitator who will be responsible for ensuring all candidates are treated and tested equally. Prior to the beginning of the Assessment Center, the facilitator will facilitate training for the assessors, which is deemed to be adequate and sufficient. The facilitator and the Civil Service Director will gauge "adequate and sufficient" based upon their interaction with the assessors during assessor training.

Candidates will be graded on the following dimensions; however, it is not necessary that each dimension be covered in every exercise.

1. Abilene Police Department Operating Procedures
2. City of Abilene Policies and Procedures Manual
3. Texas Penal Code
4. Texas Transportation Code
5. Basic Criminal Investigation practices
6. Basic Evidence (relevance and collection)

All candidates will be assigned the same tests, scenarios, exercises, and/or situations for a particular promotional process.

IX. Tabulation of Scores for Final Eligibility List

The candidate's overall score for the promotional process will be determined by weighting the components of the promotional process as follows:

Written Examination 25%, Performance Review 25%, Oral Panel Review 25%, and Assessment Exercises score 25%. Scores will be converted to the scale of 100.

SCORES FROM THE PROMOTIONAL PROCESS ARE NOT SUBJECT TO APPEAL OR DISPUTE BY ANY CANDIDATE.

Candidates shall be placed on an eligibility roster according to their overall score, highest to lowest. This list will be presented to the Department Head as soon as possible after tabulation. The eligibility list will be effective for one (1) year from the date the eligibility list is finalized. **Candidates with an overall score below a seventy (70) are not eligible for promotion.**

The Department Head shall retain discretion for promotional appointments as set forth in Chapter 143 of the Local Government Code.

End of Appendix A

APPENDIX B

Abilene Police Department Amendment to the Civil Service Promotional System for Promotions to the Rank of Lieutenant

I. Lieutenant's Promotional Procedure Notification

- a. The Civil Service Director shall publicize each vacancy and shall fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs. Posting electronically as well as a written posting at the Employee Entrance to the Department shall be sufficient for on-site posting.
- b. Thirty (30) days prior to the date a Lieutenant's promotional process is held, the Commission shall post a notice of the Lieutenant's promotional process in plain view in the hallway of City Hall and at the main employee entrance of the Department. The notice shall also be sent to all eligible employees by reliable means. The notice must show the position for which the promotional process is being held as well as the date, time and place of the beginning of the promotional process (the written examination).
- c. The Lieutenant's promotional process shall be held as vacancies become available or are projected. The eligibility list from each process will not become effective until the previous eligibility list has expired or been exhausted.

II. Eligibility for Lieutenant's Promotional Process

All officer with two (2) consecutive years of service in the rank of sergeant as of the established date for the Promotional Candidate Performance Review step of the promotional process are eligible to apply for the Lieutenant's Promotional Process.

III. Lieutenant's Promotional Process Overview

The Lieutenant's promotional process will consist of three (3) steps:

1. Promotional Candidate Performance Review
2. Oral Panel Review
3. Management Concepts Evaluation

IV. Lieutenant's Promotional Candidate Performance Review

Police Administration shall identify individuals, holding the rank of Lieutenant, to conduct a Performance Review of each candidate for the Lieutenant's Promotional Process.

The purpose of the Performance Review shall be to establish and identify:

1. Positive or negative conduct of the candidate
2. Overall leadership potential of the candidate
3. An assessment of the following:
 - (a) Candidate's self-motivation
 - (b) Candidate's ethics and decision making skills

- (c) Candidate's verbal communication skills
- (d) Candidate's job knowledge

The Performance Review should include, but is not limited to, the following:

1. Examination of the candidate's entire personnel file for the purposes of inclusion in the candidate's Performance Review Packet to be presented during the promotional process:
 - (a) Identifying any previous disciplinary action
 - (b) Identifying any letters of counseling or reprimand
 - (c) Identifying any sustained allegations relating to Internal Affairs Investigations
(Note: Disciplinary action, letters of counseling or reprimand, or "sustained" IA allegations are not automatic disqualifiers, but may be taken into consideration)
 - (d) Examination of yearly personnel evaluations of the candidate
 - (e) Identifying any awards
 - (f) Identifying any instances of good conduct, letters of recognition, etc.

2. The candidate shall identify two (2) references to be interviewed by the performance reviewer. These references shall be sworn employees of the Abilene Police Department.

3. The performance reviewer shall identify either:
 - (a) Two (2) command level supervisors of the candidate during the previous 24 months, OR
 - (b) One (1) command level supervisor of the candidate during the previous 24 months AND one (1) co-worker of the candidate not listed as a reference by the candidate, AND
 - (c) A minimum of two (2) additional sources of information regarding the candidate. These additional sources shall be sworn employees of the Abilene Police Department.
****** The information obtained from references and sources of information shall be made available to the candidate upon request. The identity of the person providing said information shall be kept confidential. ******

4. The performance reviewer shall review the most recent two (2) end of year subordinate evaluations completed by the candidate.

5. Assessor Review of the Performance Review:

A panel of assessors will review the candidate's entire performance review file as compiled by the person conducting the performance review. The assessor panel will then have an opportunity to follow up with the person conducting the review, if necessary, and/or have the opportunity to ask follow up questions of the candidate, if necessary. Any follow up questions to be asked of the candidate will be agreed upon, ahead of time, with the assessor panel by the Facilitator.

6. The assessors will determine a score for the findings of the candidate's performance review as a separate component of the overall promotional process score for each candidate. The dimensions to be utilized for arriving at this scoring component will be agreed upon from the list of dimensions cited in Section VII of this appendix during the assessor panel training.

V. Oral Panel Review

Since one of the best predictors of future performance is past performance, behavioral questions will be utilized. In other words, questions that provide the candidate with an opportunity to tell the assessors how they have performed in the past as it relates to the dimensions identified for the job in question. Problem analysis, judgment, oral communication, leadership, decisiveness, self-initiative, adaptability, and interpersonal skills are some of the dimensions examined in this component of the promotional process.

VI. Management Concepts Evaluation

A minimum of two (2) exercises will be developed to assess candidates' knowledge of management concepts and the ability to apply management concepts to situations. Exercises may include a subordinate interview role play, an in-basket exercise, or a tactical-oriented exercise. Exercises will be developed by the Promotional Process Design Committee, working with Police and City Administration.

VII. Assessors, Procedures, and Dimensions for the Lieutenant Promotional Process

An assessor for the Lieutenant Promotional Process must be a supervisor of the Abilene Police Department who currently holds one of the following ranks:

1. Lieutenant, or
2. Assistant Chief of Police

The following rules will dictate the selection process for the assessors:

1. The names of all eligible assessors will be placed in a container(s) suitable for a random drawing prior to the beginning of the promotional process.
2. Names will be drawn randomly with the following exception: no more than one (1) assessor will be an Assistant Chief.
3. The number of assessors will not be less than five (5). Regardless of the number of assessors needed, two (2) alternate names will be drawn for use in case of an unforeseen emergency.
4. Candidates for assessment will be invited to be present at the drawing.
5. The Department Head may pass over a selected assessor for good cause.

The Department Head will appoint a facilitator who will be responsible for ensuring all candidates are treated and tested equally. The facilitator will facilitate training for the assessors, which is deemed to be adequate and sufficient. The facilitator will gauge "adequate and sufficient" based upon their interaction with the assessors during assessor training.

Candidates will be graded on the following dimensions; however, it is not necessary that each dimension be covered in every component of the promotional process.

1. Problem Analysis & Decision Making
2. Planning and Organization
3. Oral Communication
4. Leadership & Supervision
5. Self-Initiative
6. Adaptability

7. Interpersonal Skills

The tasks assigned to the candidates shall be appropriately related to the duties of a Lieutenant with the Abilene Police Department. The tests, scenarios, and situations should vary yearly so as not to create an advantage to any one candidate

Content of scenarios, exercises, and/or situations will be related to the following sources; however, it is not necessary that each source be used in every exercise:

1. Abilene Police Department Operating Procedures
2. City of Abilene Policies and Procedures Manual
3. Texas Penal Code
4. Texas Code of Criminal Procedures

All candidates will be assigned the same tests, scenarios, exercises, and/or situations for a particular promotional process.

VIII. Tabulation of Scores for Final Eligibility List

The candidate's overall score for the promotional process will be determined by weighting the components of the promotional process as follows:

Performance Review 30%, Oral Panel Review 30%, and Management Concepts Evaluation score 40%. Scores will be converted to the scale of 100.

SCORES FROM THE PROMOTIONAL PROCESS ARE NOT SUBJECT TO APPEAL OR DISPUTE BY ANY CANDIDATE.

Candidates shall be placed on an eligibility roster according to their overall score, highest to lowest. This list will be presented to the Department Head as soon as possible after tabulation. The eligibility list will be effective for one (1) year from the date the eligibility list is finalized. Candidates with an overall score below a seventy (70) are not eligible for promotion.

The Department Head shall retain discretion for promotional appointments as set forth in Chapter 143 of the Local Government Code.

End of Appendix B

APPENDIX C

POLICE LONGEVITY PAY

# Yrs	(max. \$240/mo. @ 30 yrs.)			
	Longevity \$ / Year	# Yrs Tenure	\$ / Month	\$ / Year
1	\$4	1	\$4	\$48
2	\$4	2	\$8	\$96
3	\$4	3	\$12	\$144
4	\$4	4	\$16	\$192
5	\$4	5	\$20	\$240
6	\$4	6	\$24	\$288
7	\$4	7	\$28	\$336
8	\$4	8	\$32	\$384
9	\$4	9	\$36	\$432
10	\$8	10	\$80	\$960
11	\$8	11	\$88	\$1,056
12	\$8	12	\$96	\$1,152
13	\$8	13	\$104	\$1,248
14	\$8	14	\$112	\$1,344
15	\$8	15	\$120	\$1,440
16	\$8	16	\$128	\$1,536
17	\$8	17	\$136	\$1,632
18	\$8	18	\$144	\$1,728
19	\$8	19	\$152	\$1,824
20	\$8	20	\$160	\$1,920
21	\$8	21	\$168	\$2,016
22	\$8	22	\$176	\$2,112
23	\$8	23	\$184	\$2,208
24	\$8	24	\$192	\$2,304
25	\$8	25	\$200	\$2,400
26	\$8	26	\$208	\$2,496
27	\$8	27	\$216	\$2,592
28	\$8	28	\$224	\$2,688
29	\$8	29	\$232	\$2,784
30	\$8	30	\$240	\$2,880
< 30	\$8	< 30	\$240	\$2,880

APPENDIX D

FORMS: CONTRACT DISPUTE RESOLUTION

Case No. _____

**CITY OF ABILENE
POLICE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
ASSOCIATION COMMITTEE FINDINGS AND RECOMMENDATION**

Committee Members Refer to case number for employee's statement of facts.

Name

Name

Name

Name

Association Committee Statement

The Association Committee met and reviewed the above referenced dispute request and reached the following conclusion(s) on the subject.

ASSOCIATION COMMITTEE RECOMMENDATION

Solve Internally _____

Reject _____

Forward _____

Committee Representative

Date

Association Officer

Date

Date forwarded to Administration (if applicable): _____

Case No. _____

**CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION FORM**

CITY'S RESPONSE

CITY RECOMMENDATION

Leave as is:

Solve by the following action:

City Representative _____ Date _____

Police Meet & Confer

Appendix E

Base Salaries effective October 1, 2024

Department	Job Code	Description	Annual Salary at 10-01-2023	Proposed Salary at 10-01-2024	Increase (\$)	Increase (%)
Police	40001-3	Police Cadet	\$62,706.26	\$69,289.45	\$6,583.19	10.50%
Police	40101-3	PTO Completion	\$69,687.70	\$75,610.39	\$5,922.69	8.50%
Police	40201-3	Police Officer 2 Years	\$73,267.72	\$79,378.15	\$6,110.43	8.34%
Police	40301-3	Police Officer 3 Years	\$75,889.45	\$83,037.74	\$7,148.29	9.42%
Police	40401-3	Police Officer 4 Years	\$77,247.40	\$84,849.84	\$7,602.44	9.84%
Police	40501-3	Police Officer 5 Years	\$81,636.85	\$89,949.30	\$8,312.45	10.18%
Police	40801-3	Police Officer 8 Years	\$93,529.50	\$100,234.26	\$6,704.76	7.17%
Police	42501-5	Police Sergeant I	\$96,231.10	\$103,551.52	\$7,320.42	7.61%
Police	42601-6	Police Sergeant II	\$109,278.50	\$115,276.78	\$5,998.28	5.49%
Police	45001-5	Police Lieutenant I	\$113,369.36	\$120,593.28	\$7,223.92	6.37%
Police	45101-5	Police Lieutenant II	\$127,130.64	\$133,220.59	\$6,089.95	4.79%

Certificate Of Completion

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Subject: Complete with DocuSign: 2024-2029 APOA M&C Agreement.pdf
Source Envelope:
Document Pages: 51 Signatures: 6 Envelope Originator:
Certificate Pages: 5 Initials: 0 Robert Hanna
AutoNav: Enabled 555 Walnut St
Enveloped Stamping: Enabled Abilene, TX 79601
Time Zone: (UTC-06:00) Central Time (US & Canada) robert.hanna@abilenetx.gov
IP Address: 66.76.21.2

Record Tracking

Status: Original Holder: Robert Hanna Location: DocuSign
8/14/2024 2:41:46 PM robert.hanna@abilenetx.gov

Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: City of Abilene Location: DocuSign

Signer Events

Robert Hanna
robert.hanna@abilenetx.gov
City Manager
City of Abilene
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Robert Hanna
E27D700B84444EA...
Signature Adoption: Pre-selected Style
Using IP Address: 66.76.21.2

Timestamp

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Viewed: 8/14/2024 2:50:09 PM
Signed: 8/14/2024 2:50:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rondell Seratte
rondell.seratte@abilenetx.gov
Security Level: Email, Account Authentication (None)

Signed by:
Rondell Seratte
5ED786FA135040F...
Signature Adoption: Pre-selected Style
Using IP Address: 66.76.21.66

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Adams
chris.adams@abilenetx.gov
Security Level: Email, Account Authentication (None)

Signed by:
Chris Adams
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Signature Adoption: Pre-selected Style
Using IP Address: 66.76.21.66

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Viewed: 8/15/2024 8:15:24 AM
Signed: 8/15/2024 8:21:57 AM

Electronic Record and Signature Disclosure:
Accepted: 8/15/2024 8:15:24 AM
ID: f7572106-c67d-4e6e-af26-5eb0b906b8e0

Cory Davis
cory.davis@abilenetx.gov
Security Level: Email, Account Authentication (None)

Signed by:
Cory Davis
5A39FC50883D4E2...
Signature Adoption: Pre-selected Style
Using IP Address: 208.180.110.182

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Viewed: 8/15/2024 12:16:06 PM
Signed: 8/15/2024 12:16:33 PM

Signer Events

Stanley Smith
 stanley.smith@abilenetx.gov
 City Attorney
 City of Abilene
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 D47F7C82A7BE450...
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.76.21.2

Timestamp

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Shawna Atkinson
 shawna.atkinson@abilenetx.gov
 City Secretary
 City of Abilene
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 C9A687226196428...
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.76.21.2

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 Signed: 8/15/2024 2:14:33 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	8/15/2024 2:14:33 PM
Completed	Security Checked	8/15/2024 2:14:33 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Abilene (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Abilene:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bobvw@abilenetx.gov

To advise City of Abilene of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bobvw@abilenetx.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Abilene

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bobvw@abilenetx.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Abilene

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bobvw@abilenex.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Abilene as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Abilene during the course of your relationship with City of Abilene.