

Tentative Agreement
Between the City of San Angelo
And
The San Angelo Police Officers Coalition

The San Angelo Police Officers Coalition and the City of San Angelo, through their respective representatives, tentatively agree as follows:

The attached Meet and Confer Agreement between the City of San Angelo and San Angelo Police Officers Coalition is approved by both parties.



City of San Angelo



San Angelo Police Officers Coalition

Date: 9/9/2024



Meet and Confer Agreement

BETWEEN THE CITY OF SAN ANGELO
AND
THE SAN ANGELO POLICE OFFICERS COALITION

October 1, 2024 through December 31, 2025

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This Agreement is to be effective for the period of October 1, 2024 through December 31, 2025, and is entered into in Tom Green County, Texas by and between the City of San Angelo and The San Angelo Police Officers Coalition pursuant to the authority of Chapter 142 of the Texas Local Government Code.

The parties hereby agree as follows:

Article I. Definitions

The following terms, abbreviations, and acronyms shall have the meanings stated below whenever referenced or used throughout the document:

Agreement shall mean the Meet and Confer Agreement for the period of January 1, 2024 through December 31, 2024.

Break in Service shall mean the event which occurs when an officer resigns from their position with the SAPD, retires from the SAPD, or is indefinitely suspended from the SAPD and the indefinite suspension is upheld pursuant to the appeal process or the timeframe for the appeal has expired and not appeal is filed. A temporary suspension does not create a break in service.

City shall mean the City of San Angelo, Texas.

M&C shall mean meet and confer as set out in Chapter 142 of the Texas Local Government Code.

Police Officer and **Officer** shall mean a member of the San Angelo Police Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code or with the provisions of the Meet and Confer Agreement if hired on or after October 1, 2024

SAPOC shall mean the San Angelo Police Officers Coalition.

SAPD shall mean the San Angelo Police Department.

Seniority shall mean years, months, and days of service with the SAPD that have elapsed since the date of an officer's commission with the SAPD. Unless provided otherwise in this Agreement, in determining seniority, temporary suspension days will be subtracted from an officer's length of service, and that deduction may be used to break what otherwise might be a tie on a promotion exam score or other purpose for which seniority is used by SAPD.

TCOLE shall mean the Texas Commission on Law Enforcement.

TLGC shall mean the Texas Local Government Code.

Article II. Recognition

Section 1. M & C Agent Recognized.

The City recognizes the SAPOC as the sole and exclusive M & C agent for all covered police officers, pursuant to Section 142.053 of the TLGC.

Section 2. Officers Excepted.

The parties agree that police officers, as defined in Section 142.052 of the TLGC, are properly included as M & C unit employees for purposes of meet and confer under Chapter 142, TLGC, except as listed below. The following police officers, as defined under Section 142.052 of the TLGC, are excluded from meet and confer:

- (a) Chief of Police of the SAPD,
- (b) Assistant Chiefs of the SAPD, who are excluded under Section 142.058(b) of TLGC; and
- (c) All police officers within the Airport, the City Marshal's department, and the Fire Marshal's Office.

Section 3. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 142 or 143, TLGC, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 142 or 143, TLGC, or any other civil service provision or statute.

Article III. Hiring Process

Section 1. Applicability.

This Article applies only to applicants applying for beginning positions and previously commissioned officers applying for lateral transfer with SAPD.

Section 2. Applicants (Non-Certified).

- (a) Application with City:
 - 1. Applications pre-screened for immediate disqualifiers as determined by the Department that would eliminate applicant for employment (pass/fail).
 - 2. Maximum age of 45 at the time of application.
 - 3. Qualifying applicants proceed to the Civil Service Exam.

- (b) Civil Service Exam:
1. Applicants are required to take a written test which is graded with a numerical score.
 2. A minimum score of 70 (without military or loyalty points) is required in order to pass the exam.
 3. Up to five loyalty points may be awarded (1 per year up to five years) for working with the Department prior to application.

(c) Physical Agility Test:

1. Pass/fail.

(d) Background Process and Personal History Statement (PHS):

1. Pass/fail

(e) Oral Board Composition

An Oral Board shall be created composed of the following members:

Chief or designee

Training Lieutenant or designee

Civil Service Director or designee

Representative from Association

Supervisor

2 officers

(f) Oral Board Selection Process:

1. Candidates who pass background will be interviewed.

2. Each interviewer will score the applicant based on:

Their responses to each standardized question.

The sum of the scores will be turned in for tally.

The highest and lowest scores will be discarded and the final sum of remaining scores will be used for a pass/fail.

3. All applicants who “pass” will be ranked after all applicants are interviewed and the final selections are made based on the number of open positions.

4. Conditional offers of employment are made, and the hiring order will be based on the score of the civil service exam with the following priority: Civil Service test date, Civil Service Test score, Date of Application.

Section 3. Certified Officers or Lateral Transfers.

- (a) Application with City
 1. Applications shall be pre-screened for anything that would eliminate applicant for employment (pass/fail).
- (b) Applicants shall hold a peace officer certificate.
- (c) Maximum age of 56 at the time of application.
- (d) Physical Agility Test:
 1. Pass/fail
- (e) Background Process and Personal History Statement (PHS):
 1. Pass/fail
- (f) Oral Board Selection Process:
 1. Applicants who pass background are interviewed.
 2. Each interviewer will score the applicant based on:
 - a. Their responses to each standardized question.
 - b. The sum of the scores will be turned in for tally.
 - c. The highest and lowest scores will be discarded and the final sum of remaining scores will be used for a pass/fail.
 3. All applicants who “pass” will be ranked after all applicants are interviewed and the final selections are made based on the number of open positions.

Section 4. Compensation for Experienced Entry-Level Police Officers.

- (a) Newly hired TCOLE-certified police officers, who have prior law enforcement experience in a comparable law enforcement agency as determined by the Chief of Police, will receive Police Officer compensation that reflects the officer’s certification level in accordance with adopted pay schedules.
- (b) Nothing in this Article allows for use of prior service with another law enforcement agency for purposes of seniority, longevity, or promotions.

(c) Newly hired TCOLE-certified police officers, who have prior law enforcement experience in a comparable law enforcement agency as determined by the Chief of Police shall not be eligible for promotion for four years.

Section 5. San Angelo Police Department Academy requirement.

At the sole discretion of the Chief of Police, experienced entry level officers may be required to attend and successfully complete part or all of the San Angelo Police Academy training for new officers.

Section 6. Agreement to Reopen.

The City and SAPOC agree to reopen negotiations in December 2024 for the limited purpose of development of an open recruiting process for non-certified applicants to be effective January 1, 2025.

Section 7. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.021, 143.022, 143.023, 143.024, 143.025, and 143.026, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

Article IV. Assessment Center

Section 1. Applicability.

This Article applies only to the SAPD positions of Sergeant and Lieutenant.

Section 2. Assessment Center Process for Promotion to the Ranks of Sergeant and Lieutenant.

Officers who pass the Sergeant's or Lieutenant's written promotional examination with a score of 70% or higher, exclusive of seniority points, will proceed to the next step of the examination process, which is an Assessment Center.

Prior to the written test being administered, the Chief and Civil Service Director shall agree upon assessment criteria, based on job content and responsibility. The Civil Service Director will generate a list of consultants and will review that list with the Chief, who will approve the list, allowing for input from the Association President or designee.

The Consultant will confer with both the Chief and Civil Service Director on the needs or issues affecting the design of the Assessment Center. Any input from the Association will be in writing and made available to the Chief and Civil Service Director. The Consultant shall make all final decisions concerning the design and implementation of the Assessment Center.

The Consultant will design the Assessment Center from among the following exercises:

In-Basket

Problem Solving/Analysis

Written and Oral Resumes/Structured Interviews

Role-Playing

Memo/Report Writing

Oral Presentation/Plan Preparation

Staff Meeting

Special Event/Operations, or

Any other exercise the consultant recommends.

The Consultant is not required to utilize all of the listed exercises, but may select or combine them as they are best suited for the particular rank.

The Consultant also selects the assessors, who shall meet the following criteria:

- (a) Active duty, sworn officers of similar rank to the promotion, or above, from cities with a population equal to or greater than San Angelo's;
- (b) Shall not reside in San Angelo;
- (c) Shall not be related to any candidates for promotion;
- (d) Shall not be known to, beyond mere acquaintance, any candidates for promotion;
- (e) Shall have four years of experience in the promoted or equivalent rank and intermediate certification for sergeant and advanced certification for lieutenants; and
- (f) Shall not be a current or former employee of the City of San Angelo.

Assessors shall be trained in the methods to be used in administering the test. The Civil Service Director shall conduct an orientation for candidates prior to administering the

Assessment Center. Applicants will be allowed to attend these orientation sessions while on duty.

The assessors will evaluate the applicants, awarding up to one hundred (100) points to each. Nothing in the assessment center process may be appealed either to the Civil Service Commission, hearing examiner, or the District Court.

Section 3. Confidentiality

Neither the Chief of Police or the Civil Service Director may have any contact with the assessors regarding the assessment center or any candidate for promotion except as part of the assessment process. The process and all information related to candidates shall remain confidential until the conclusion of the assessment center.

Section 4. Promotion Eligibility List Formula for Sergeant and Lieutenant.

Applicants shall have six years as an officer and a minimum intermediate certification to promote to Sergeant.

Must have four years in rank of Sergeant and a minimum of advanced certification to promote to Lieutenant.

After the Assessment Center scoring has been completed for the rank of Sergeant or Lieutenant, the eligibility list shall be calculated as follows:

<u>Written examination points:</u>		<u>Assessment Center:</u>	
Maximum exam points	100\100	Assessment Center points	100\100
Maximum seniority points	+10\0*		
Total maximum points:	110\100	Total maximum points:	100\100

***Seniority points:** Each officer shall be entitled to a maximum of ten (10) seniority points, to be added to a passing written exam score, equivalent to one (1) point per year of service.

(Written examination points + seniority points) x .60 adjustment factor

+

(Assessment Center Points) x .40 adjustment factor

=

Total points for promotion list**

**Formula shall be carried to 3 decimal points and rounded up from .0005. Civil Service tie-breaking rules will be applied if necessary.

Section 5. Exception to Assessment Center.

The assessment center process shall not be utilized in the event the number of candidates for the rank does not exceed the number of vacancies.

Section 6. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.028, 143.029, 143.031, 143.032, 143.033, 143.034, and 143.035, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE V. COMPENSATION

Section 1. Applicability.

This Article applies only to the SAPD officers.

Section 2. Compensation.

- (a) The City shall adopt the compensation plan as set out in the attached Appendix I, which will become effective for all members of the SAPD covered by this agreement who are employed on October 1, 2024. This plan shall be funded in part by freezing six vacant officer positions which shall remain unfilled until such time additional funding is allocated by City Council.
- (b) It shall be the officer's responsibility to report the status of license change to Police Administration on a form agreed upon by Police Administration and Human Resources. The City is not responsible for the payment of back pay for the delinquent reporting of change in status. Compensation will be increased beginning the pay period that the report is submitted to Police Administration.

Section 3. Funding Obligations.

The City agrees to include in the proposed budget for 2024-2025 a plan for compensation equal to or greater than the compensation plan set out in Appendix I and will fully and promptly perform all of the obligations of the City under this agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution. In the event the City of San Angelo cannot meet its funding obligations as provided in the State Constitution, this entire Agreement becomes null and void.

Section 4. Preemption.

In the event that any provision of this Article conflict or are inconsistent with any applicable provisions of Chapter 143 of the Texas Local Government Code, including but not limited to Section 143.041(b) or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly authorized amendment thereto shall prevail notwithstanding any such provision of Chapter 143 of the Texas Local Government Code or any other civil service provision or statute.

ARTICLE VI. DISCIPLINE

Section 1. Applicability.

This Article applies only to the SAPD police officers, including only the ranks of Police Officer (non-probationary), Sergeant, and Lieutenant.

Section 2. Appealable and Non-Appealable Suspensions.

It is understood that most officers, including those who are good, professional police officers, will makes some errors during their career involving rule violations. The parties agree that short disciplinary suspensions are also for the purpose of reinforcing the need for compliance with departmental standards and are not exclusively used as punishment.

The parties agree that when an officer is suspended from 1 to 5 days, they may choose one of two methods of dealing with the suspension as listed below.

- (a) **Suspensions that may not be appealed.** The officer may choose to use vacation or holiday time to serve the suspension, with no loss of pay and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The officer must waive all right of appeal if this method of serving the suspension is chosen.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension either to a Hearing Examiner or the Civil Service Commission if option (a) is not agreed upon by both the officer and the Chief of Police.

Section 3. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.010, 143.052, 143.053, 143.054, 143.055, 143.056, and 143.057, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE VII. PROBATIONARY PERIOD

Section 1. Applicability.

This Article applies only to the SAPD, including the ranks of Police Recruit and Probationary Police Officer, neither of which are civil service positions until the below specified applicable probationary period is satisfactorily served and completed.

Section 2. Police Recruits

Non-TCOLE certified applicants who are hired as Police Recruits by the SAPD will serve a probationary period of twelve (12) months from the date of swearing in as a Police Officer by the SAPD.

Section 3. Probationary Police Officers.

TCOLE-certified applicants who are hired as Police Officers by the SAPD will serve a probationary period of twelve (12) months from the date of employment as a Police Officer by the SAPD.

Section 4. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Section 143.027 or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE VIII. PART-TIME POLICE OFFICERS

Section 1. Applicability.

This Article applies only to the SAPD.

Section 2. Part-Time Employment of Police Officers.

(a) The SAPD may employ as part-time employees a maximum of twelve (12) TCOLE-certified officers who have honorably separated as full-time Texas Peace Officers with a minimum of five (5) years' experience in Texas or a minimum of two (2) years' experience with the SAPD. Part-time employment is discretionary and is subject to the needs of the SAPD. Such part-time employees are at-will employees, and they are not Civil Service employees.

(b) Part-time officers will work as assigned by the Chief of Police or his designee. Part-time officers are subject to the supervision of the chain of

command of their particular assignment and are subject to all the rules and procedures of the SAPD.

(c) Part-time officers will be hired to supplement the number of full-time positions authorized by the City Council as set out in Section 2.1502 of the City Code. The employment of these part-time officers will not result in a temporary or permanent reduction in that number of positions currently authorized.

(d) Approval of part-time officers will be subject to adequate funding and approved by the City Manager.

Section 3. Rate of Pay and Maximum Number of Hours Per Calendar Year.

(a) Part-time officers employed by the SAPD will receive a rate of pay of \$32 per hour worked. They will not receive any additional compensation such as longevity and education incentive pay. They will not be eligible for pay step increases nor be eligible for promotions.

(b) Part-time officers may work no more than nine hundred and ninety-nine (999) hours per calendar year.

Section 4. Outside Law Enforcement Employment.

Part-time officers of the SAPD may be assigned to off-duty law enforcement employment at the Chief's discretion.

Section 5. Application Process and Requirements.

(a) Applications for part-time employment as police officers will be submitted to the City of San Angelo Human Resources Department.

(b) Applicants who apply for part-time employment within one-hundred eighty (180) days of their separation from the SAPD can be processed for employment immediately upon meeting the requirements of the pre-employment physical examination including essential function testing and verification of meeting all TCOLE requirements for license reactivation. These applicants may commence employment after meeting the physical requirements and reactivation of the license by TCOLE.

(c) Applicants who have been separated from the SAPD more than one-hundred eighty (180) days and applicants who did not work for the SAPD will be subject to SAPD hiring procedures including background check, polygraph examination if determined to be necessary by the Chief of Police, oral interview board, pre-employment physical examination, pre-employment essential function testing, and pre-employment psychological examination before being hired. Such applicants will be required to meet all TCOLE licensing standards including educational requirements at their own expense before they may commence part-

time employment. Subsequent annual TCOLE training requirements will be provided by the SAPD.

Section 6. Exclusion from City Benefits.

Part-time officers will not qualify for city benefits; however, worker's compensation will be provided for on-the-job injuries but will not include the benefit of salary continuation.

Section 7. Preemption.

In the event that any provisions of this Article conflict or are inconsistent with any applicable provisions of Chapter 143, TLGC, including but not limited to Sections 143.021, 143.022, 143.023, 143.024, 143.025, and 143.026, or any other civil service provision or statute setting standards or rights for SAPD employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC, or any other civil service provision or statute.

ARTICLE IX. MISCELLANEOUS

Section 1. Complete Agreement.

This Agreement constitutes the entire Agreement between City and SAPOC; and no party is bound by any contract, condition or stipulation, understanding or representation not contained herein. It is understood and agreed that this Agreement may only be amended in writing by mutual consent of the City and the SAPOC.

Section 2. Preemption.

In the event that any provisions of this Agreement conflict or are inconsistent with any applicable provision of Chapter 143, TLGC, or any other civil service provision or statute setting standards or rights for covered employees, this Agreement and any duly approved Amendment thereto shall prevail, notwithstanding any such provision of Chapter 143, TLGC or any other civil service provision or statutes.

Nothing in this Article or this contract is intended to supersede the provisions of Texas Government Code, Chapter 614, Sections 614.021 and 614.023.

Section 3. Savings Clause.

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

Section 4. Duration of Agreement.

This Agreement shall become effective October 1, 2024 after ratification by the covered employees pursuant to a vote conducted by the SAPOC and upon approval of the City by its City Council after compliance with any procedural or publication requirements imposed by Charter or Chapter 142 of the TLGC. It shall continue in effect until December 31, 2025 unless extended by written mutual agreement.

City of San Angelo, Texas

San Angelo Police Officers Coalition

Daniel Valenzuela
City Manager

Noel Anderson
President

ATTEST:

ATTEST:

Heather Stastny, City Clerk

Secretary

EXHIBIT A
APPENDIX I

Police Department

Civil Service Pay Plan

<u>Grade</u>	<u>Step</u>	<u>Position</u>	<u>Annually</u>
P23	1	Recruit	\$58,208
P27	1	Police Officer: Basic	\$62,595
P27	2	Police Officer: Intermediate	\$70,085
P27	3	Police Officer: Advanced	\$76,505
P27	4	Police Officer: Master	\$81,855
P29	1	Sergeant: Intermediate	\$83,460
P29	2	Sergeant: Advanced	\$89,880
P29	3	Sergeant: Master	\$94,695
P30	1	Lieutenant: Advanced	\$105,930
P30	2	Lieutenant: Master	\$111,280

Additional Pay

Crisis Negotiation	\$100/month
Critical Incident	\$100/month
Special Weapons & Tactics	\$100/month
College/Training	max of \$400/month
Longevity Per Year of Service (25 yr max)	\$4/month
Loyalty Per Year of Service (no max)	\$25/month
Drone Pay (4 positions max)	\$100/month
Training Officer	\$100/month
Training Officer Assignment	\$50/day
Bilingual Pay	\$100/month

On-call response overtime will pay at 150% and will be eligible for FLSA overtime. This overtime will be capped at the budgeted amount. Once this value is exceeded, on-call response overtime will convert to call out pay. Any expenses that exceed the budgeted amount will need to be funded through the police operating budget.