

**Meet and Confer
Agreement**

Between the

Killeen Police Employee Association FOP Lodge 32

and the

City of Killeen, Texas

Effective May ____, 2022

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DEFINITIONS

AGREEMENT shall mean this Meet and Confer Agreement, negotiated between the City of Killeen and Killeen Police Employee Association FOP Lodge 32.

CITY shall mean the City of Killeen.

CIVIL SERVICE DIRECTOR shall mean the Director of the Killeen Civil Service Commission.

CLASSIFIED OFFICER or **POLICE OFFICER** shall mean a peace officer as defined by Article 2.12, Texas Code of Criminal Procedure and for purposes of this agreement means full-time personnel holding the rank of Police Officer, Sergeant, Lieutenant or Captain.

LODGE shall mean the Killeen Police Employee Association FOP Lodge 32.

PARTIES shall mean the City of Killeen and the Killeen Police Employee Association FOP Lodge 32.

QUALIFIED VOTERS shall mean an employee of the City who is a peace officer commissioned by the Killeen Police Department. This term excludes the Chief of Police and those appointed by the Chief of Police to the position immediately below the Chief of Police pursuant to section 143.014.

TEXAS LOCAL GOVERNMENT CODE or TLGC shall mean the Texas Local Government Code.

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Meet and Confer Agreement (the "Agreement"), entered into by and between the CITY OF KILLEEN (hereinafter referred to as the "CITY") and the KILLEEN POLICE EMPLOYEE ASSOCIATION FOP LODGE #32 (hereinafter referred to as the "LODGE", to achieve and maintain harmonious relations between the parties related to working conditions and other conditions of employment in accordance with Subchapter B of Chapter 142 Texas Local Government Code.

ARTICLE 2

TERM OF AGREEMENT AND OBLIGATIONS FOR SUBSEQUENT AGREEMENTS

SECTION 1: This Agreement shall be effective upon ratification in accordance with Local Government Code §142.064(a). This Agreement Shall remain in full force and effect until September 30, 2023, or until a new agreement is reached by the parties, whichever occurs first. Should a new agreement not be reached by September 30, 2023, the parties may agree in writing to extend this agreement until March 1, 2024.

SECTION 2: Both parties agree that should either party request a change or amendment to this agreement at any time other than as provided in Article 2, section 3, the requesting party shall provide notice to the other party in writing. This notification shall clearly describe the desired change(s) and/or additions requested. The parties further agree to work together each year to reach a new agreement.

SECTION 3: In the calendar year in which this agreement expires, the City agrees to provide the Lodge with no less than three (3) dates on which the City is prepared to meet during the month of March. This notice shall include dates that are least forty-five (45) days from the date of the notice unless the Lodge agrees to a shorter time in writing. The Lodge agrees to select a primary and secondary date from the list provided by the City and to provide notice to the City on the selected dates within fourteen (14) days.

The parties agree to the following terms during the negotiations of future agreements:

1. During the initial meeting, the Parties agree to:
 - a. identify housekeeping issues and establish mutually agreed upon resolutions to those issues;
 - b. provide the other party with any known items on which the party wishes to confer during the agreement seeking process;
 - c. establish future meeting dates, times and locations;
 - d. establish a mutually agreed upon date on which no new items will be considered during the confer process; and
 - e. communicate any other items or issues either party feels are necessary.
2. Working from shared information, particularly within the economic realm, is the most efficient means of reaching an agreement. The parties agree to share data, including financials, studies, reports and research. Neither party shall be required to share information that is protected from disclosure by any privilege or by state or federal statute.
3. The parties agree to be prepared for each meeting and work together to achieve effective use of time spent in the meetings.
4. Caucuses will be kept to a minimum.
5. Side-bar conversations between members of one negotiation team and one or more persons of the other negotiating team shall not occur without at least one other member of

the negotiators party being present. The parties agree this concept will be adhered to during formal meetings of the parties as well as the time between formal meetings. This subsection does not apply to situations in which a mutually agreed upon concept has been previously established in a formal meeting and the lead negotiators are working toward language sufficient to achieve the desired outcome.

6. The City agrees to allow the lodge the use the City email system for the following purposes:
 - a. To provide an electronic copy of the agreement document to be ratified;
 - b. To provide notice of when, where and how an employee affected by the agreement may vote to either approve or reject the agreement; and
 - c. In such cases where the Lodge determines online voting is to be used, provide the link to the online system in which a vote may be cast.
7. The Lodge agrees to provide notice to the City on the timeframe in which the lodge plans to open the voting process for the agreement. The City agrees to provide the Lodge with the total number of qualified voters, along with their City-issued email address, who are employed by the City on the normal workday immediately before the date in which the voting will commence.
8. The Lodge agrees to provide the City with a written notice declaring the total number of qualified voters, the total number of votes cast for, the total number of votes cast against, and the date and time in which the Lodge officially ratified the agreement. This notice shall be delivered as soon as possible; however, it shall be provided within two (2) working days of the date in which the vote closes.

ARTICLE 3

AUTHORITY AND RECOGNITION

SECTION 1: The City and the Lodge have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the Texas Local Government Code Chapter 142 et. seq., Subchapter B.

SECTION 2: The CITY recognizes the Lodge as the sole and exclusive bargaining agent for all Killeen Police Officers as that term is defined in Chapter 142, Local Government Code, with the exception of the Chief of Police and the Assistant Chiefs of Police. The term *Police Officer* includes only permanent paid employees of the Killeen Police Department who have been hired in substantial compliance with provisions of the Local Government Code, Chapter 143, but does not include the Chief of Police, the Assistant Chiefs of Police, jailers, communications specialists, other civilians or any other City of Killeen employees.

ARTICLE 4

PREVAILING RIGHTS

No employee shall be unfavorably affected by the signing of this agreement as to wages, hours, or other conditions of employment that he or she now enjoys, except as otherwise covered in this Agreement.

ARTICLE 5

PREEMPTION

The parties agree that all applicable state laws, including without limitation Chapters 141, 142 and 143, Local Government Code, and Chapters 614 and 617, Government Code, the Rules and Regulations of the Civil Service Commission of the City of Killeen, and City ordinances, shall still be in full force and effect unless they conflict with provisions of this Agreement, in which case the terms of this Agreement shall prevail. This preemption provision is authorized by Section 142.067 of the Texas Local Government Code, 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.

ARTICLE 6

Alternate Promotional System

SECTION 1: General provisions: The parties agree to an alternate promotional system for the Killeen Police Department. The parties further agree that any promotional eligibility list which is not expired or exhausted will remain in effect until it is either exhausted or it expires under the provisions of the Local Government Code. Nothing in this agreement shall be construed as a waiver of the provisions in Chapter 143 unless expressly stated within this agreement.

SECTION 2: Promotion to Sergeant: Each promotional examination for the position of Sergeant is open to each Police Officer who has been a full-time, licensed police officer in the Killeen Police Department, excluding any probationary period, for at least two (2) years immediately before the examination date. The development of the promotion eligibility list shall consist of the following:

1. Written examination. The written test shall consist of up to one hundred (100) multiple choice questions. The candidate must pass the written test with a score of seventy (70) points. The written test score shall count towards forty (40) percent of the total score. The written test score shall not be made known to the assessors in the assessment center.
2. Assessment Center. The assessment Center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement. The Assessment counts for sixty (60) percent of the total score.
3. Seniority Points: After the written examination, the candidate will receive any seniority points earned. Seniority Points shall be awarded in accordance with Appendix B, which is attached to and made a part of this agreement.

SECTION 3: Promotion to Lieutenant: Each promotional examination for the position of Lieutenant is open to each Sergeant who has served as a Sergeant in the Killeen Police Department for at least two (2) years immediately before the date of the promotional examination. The development of the promotion eligibility list shall consist of the following:

1. Written examination. The written exam shall consist of up to one hundred (100) multiple choice questions. The candidate must pass the written exam with a score of seventy (70) points. The written exam score shall count towards thirty (30) percent of the total score. The written test score shall not be made known to the assessors in the assessment center.
2. Assessment Center. The assessment Center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement. The Assessment counts for seventy (70) percent of the total score.
3. Seniority Points. After the written examination, the candidate will receive any seniority points earned. Seniority Points shall be awarded in accordance with Appendix B, which is attached to and made a part of this agreement.

SECTION 4: Promotion to Captain (Commander): Each promotional examination for the position of Captain is open to each Lieutenant who has served as a Lieutenant in the Killeen Police Department for at least two (2) years prior to the date of the promotional examination. The development of the promotion eligibility list shall consist of the following:

1. Assessment Center. The assessment center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement.
2. The Chief of Police will determine the contents of the assessment center; however, at a minimum, the assessment center shall include the portions found in Appendix A, Section 5b, 5c and 5f.
3. Seniority Points. Seniority points will be added to the score each candidate receives on the assessment center. Seniority Points shall be awarded in accordance with Appendix B, which is attached to and made a part of this agreement. The assessment center score and written and presentation exercise score shall then be added for a final score.

Section 5: Tie-Breaking procedures: In an event there is a tie with two or more candidates for the same ranking on a promotional list, the following shall prevail in determining whose name shall appear on any promotional list first:

1. Highest Raw Test Score – If a tie exists, the candidates shall be ranked in the order according to which candidate had the highest examination raw score prior to the addition of seniority/time in grade points and after the Commission’s determination of appeals, if any.
2. Time in Rank – If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most recent continuous seniority in the position immediately below the position for which the examination was given.
3. Seniority in the Department - If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most seniority with the Department in a classified position, whether interrupted or uninterrupted.
4. Total Years of Experience as a Texas Certified Police Officer- If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most years of experience as an active, full-time, paid peace officer for a position in a Texas Police Department.
5. Total Years Experience as a Certified Police Officer – If a tie still exists, the candidates shall be ranked in the order according to which candidate has the most years of experience as an active, full-time, paid peace officer for a position in a federal or out-of-state law enforcement agency.
6. Total City Service – If a tie still exists, the candidates shall be ranked in order according to which candidate has the most total service time with the City, including time in a non-classified position.
7. Earliest Date of Initial Application – If a tie still exists, the candidates shall be ranked in order according to the earliest stamped date and time of initial application for the promotion.

8. By Lot – If a tie still exists, the candidates shall be ranked by lot as determined by the Civil Service Director.

Section 6: Promotion to Assistant Chief: The positions of Assistant Chief shall be filled in accordance with current law and Civil Service Rules. This agreement shall make no changes to the manner in which this position is filled.

Section 7: Procedures for Making Appointments: The provisions contained in Chapter 143.036, LGC, shall remain in full force and effect unless any such provision conflicts with this agreement. In any such case, this agreement shall prevail.

ARTICLE 7

MISCELLANEOUS PROVISIONS

SECTION 1: 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 this 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.

Effective this _____ day of May, 2022.

KILLEEN POLICE EMPLOYEE ASSN FOP LODGE 32:

BY: _____
CHRISTOPHER STICKLES, ITS PRESIDENT

CITY OF KILLEEN, TEXAS

BY: _____
DEBBIE NASH-KING, ITS MAYOR

APPENDIX A

Assessment Center

1. The Human Resources Department, in coordination with the Department, will hire a consultant to develop an assessment center process in advance of the need to create an eligibility list for a promotional rank using an assessment center process. If an assessment center has not been developed or an existing assessment center needs to be revised to include new or different scenarios or situations and exercises, then following the posting of a vacancy announcement for the written examination, the assessment center development or revision process should be initiated.

Due to the complexities and time involved in choosing a qualified vendor to participate in the development of an assessment center based on the essential job functions of the rank or the revision of an existing assessment center, a significant amount of time may pass between creating an eligibility list based on a written exam and conducting the assessment center.

The portions of the assessment center that require verbal communication from the Officer, such as Structured Interviews, Role-Playing, Oral Presentation, etc., will be video recorded. An individual candidate may review, but may not copy, their recorded video responses on a single occasion after executing a confidentiality non-disclosure form. The Lodge shall be entitled which shall include the materials associated with rater training and performance, and any candidate orientation materials. After such meeting, if the Lodge raises a concern about failure to comply with the provisions of this Agreement, they may request access to the video recorded assessments, which shall be considered by the Chief. If denied by the Chief, an arbitrator appointed in connection with a contract grievance shall be authorized to require production of the relevant materials. This paragraph shall not prevent access by the Lodge to any materials that are public records under state law.

2. The assessment center will be developed based on the professional guidelines for assessment centers advocated by the American Psychological Association. The Department will follow City purchasing requirements to select one or more consultants to design and develop an assessment center for the ranks of Sergeant, Lieutenant, and Captain/Commander. The consultant shall make all final decisions concerning the design and implementation of the assessment center. Revision of an existing assessment center to avoid “familiarization” of assessment center content may be done by the same or different consultant. If necessary, an assessment center will be revised by a consultant if the revision involves removing unnecessary exercises or adjusting rating scales.
4. The Consulting Company shall also select the assessors who shall meet each of the following criteria:
 - a. Equivalent rank to the promotion, or above.
 - b. Shall not reside within 100 miles of the city of Killeen.
 - c. Shall be at an agency that serves a city of 75,000 population or more.

- d. Shall not be related to any candidate for promotion.
 - e. Shall not personally know any candidate for promotion.
 - f. Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank.
 - g. Shall not be a current or former employee of the City, Department, or any other entity legally related to or controlled by the City of Killeen.
5. The consultant will utilize, as appropriate, the following types of exercises typically found in assessment centers:
- a. In-Basket
 - b. Problem Solving/Analysis
 - c. Written and Oral Resumes/Structured Interviews
 - d. Role-Playing
 - e. Memo/Report Writing
 - f. Oral Presentation/Plan Preparation
 - g. Staff Meeting
 - h. Special Event/Operations.

The consultant may utilize other types of assessment exercises or methods for use with assessing the rank of Captain/Commander if there is documented research on the validity of the exercise or method.

6. The consultant will have responsibility or oversight of the following administrative functions:
- a. Collect data on the essential job duties of the tested rank for test and exercise development.
 - b. Conduct transportability study for use of standard assessment exercise or methods for use with the tested rank.
 - c. Provide any documentation or research supporting the validity of the exercises or methods used.
 - d. Provide an Administrator's manual if the assessment center is administered by the Human Resources Department. This should not be construed as granting authority for Human Resources to write, control or grade the test.
 - e. Provide guidance on the selection of assessors.
 - f. Conduct or provide a training manual for training assessors to objectively evaluate candidate performance or behavior and rate candidates on the appropriate rating scales.
 - g. Provide rating scales and criteria for evaluating candidates on the appropriate assessment dimensions and a methodology to combine assessment center scores to place candidates on a rating scale with 100 points.
 - h. Conduct or provide materials and information for an orientation to the assessment center process for candidates.
 - i. Provide guidance or conduct any other administrative function deemed necessary to insure the fairness or efficiency of the assessment process.

7. The number of Officers on the written examination eligibility list who will move to the second step of the promotion process (assessment center) will be based on only those Officers who pass the written examination with a raw score of seventy percent (70) or higher, without the addition of seniority points or time in grade points..
8. The assessment center will have a total point value of 100 points. Scoring in assessment centers relies on human observation and judgment. Assessors will receive training on the assessment center process. Assessors will also be provided with rating standards for use in the scoring process. While matters relating to the written examination can be appealed under TLGC 143.034, due to the subjective nature of assessment center scores, assessment center contents and results are not appealable to the Civil Service Commission, a hearing examiner, or District Court.
9. During the term of this Agreement either party may in writing request to meet and confer about amending the assessment process, and any other promotional issues. If the parties reach an agreement on amending this Appendix, the agreement is effective only if the members of the bargaining unit ratify and the City Council approves the agreement.

END OF APPENDIX "A"

APPENDIX “B”

SENIORITY POINT SYSTEM

Section 1: Promotion to Sergeant. An officer who passes the written examination shall have one (1) seniority point for each year of service (following the probationary period) as an officer with the Killeen Police Department. The maximum number of seniority points shall not exceed ten (10) points.

Section 2: Promotion to Lieutenant. A Sergeant who passes the written examination shall be entitled to one (1) seniority point for each year of service as a Sergeant within the Killeen Police Department. The maximum number of seniority points added shall not exceed ten (10) points.

Section 3: Promotion to Captain (Commander) A Lieutenant shall be entitled to one (1) seniority point for each year of service as a Lieutenant with the Killeen Police Department. Seniority points shall be added to the score received on the assessment center. The maximum number of seniority points shall not exceed ten (10) points.

END OF APPENDIX “B”