

Meet and Confer  
Agreement

Between the

Killeen Police Employee Association FOP Lodge 32

and the

City of Killeen, Texas

Effective September 30, 2024

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## Article 1:

### **DEFINITIONS**

**AGREEMENT** - shall mean this Meet and Confer Agreement (“MCA”), negotiated between the City of Killeen and Killeen Police Employee Association FOP Lodge 32.

**BREAK-IN SERVICE** - shall mean any period, beginning with the date in which a licensed peace officer leaves the employment of any police department and the date the peace officer starts employment again as a full-time peace officer, whether in KPD or another police force.

**CITY** - shall mean the City of Killeen.

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

**CLASS I COMPLAINTS** – Complaints alleging violations of federal or state laws, local ordinances, and allegations of excessive force.

**CLASS II COMPLAINTS** – Complaints that include allegations of a less serious or non-criminal nature but concern violations of department general orders.

**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 Commander; or any designation of equal rank

**DISCOVERY DATE** - date when a supervisor, or an officer above the supervisor, of the Killeen Police Department, becomes aware of the alleged misconduct.

**FORTY-EIGHT-HOUR NOTICE** – Notice given at least 48 hours before an investigator begins to interrogate an employee. The employee will be given a 48-hour notice and a copy of the statement/affidavit/complaint, which serves as the basis for the complaint. A 48-hour notice will specify the time and location of a meeting/hearing.

**INCIDENT DATE** - the date that the alleged misconduct occurred.

**LATERAL HIRE** – a licensed peace officer who has experience as a full-time peace officer in a comparable police department of KPD and wishes to transfer to the KPD as a full-time licensed peace officer.

**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.

**SUPERVISORY INTERVENTION (S.I.)** – the process for supervisors to resolve minor infractions of administrative rules and procedures outside of the disciplinary process.

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

## Article 2:

### **PURPOSE OF AGREEMENT; AUTHORITY AND RECOGNITION**

**SECTION 1:** It is the intent and purpose of this MCA entered into by and between the City and 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.

**SECTION 2:** The City and the Lodge have voluntarily met and reached an 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 3:** 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, Texas Local Government Code, with the exception of the Chief of Police and the Assistant Chiefs of Police.

## Article 3:

### **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 for two years from the effective date, or until a new agreement is reached by the parties, whichever occurs first. Should a new agreement not be reached within two years of the effective date, the parties may agree, in writing, to extend this agreement for an additional six months.

**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 every two years 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 at 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 of receiving the City's notice.

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 of 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 addresses, 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 4:**

### **AMENDMENTS**

**SECTION 1:** This Agreement may not be changed or altered in any manner except by mutual agreement of the parties. The parties may establish Memorandums of Understanding (MOU) relating to the interpretation and/or application of the Agreement. An MOU may not amend or be construed to amend this Agreement.

**SECTION 2:** Any amendments of this Agreement shall be in writing, shall contain as effective date, and shall be dated and signed by authorized representatives of the respective parties.

**SECTION 3:** All amendments shall be ratified in the same manner as provided by state law for original ratification.



## **Article 5:**

### **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 6:**

### **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 7:**

### **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.

## **Article 8:**

### **MANAGEMENT RIGHTS**

**SECTION 1:** It is expressly agreed that all management rights which currently or ordinarily vest in and are exercised by the City/KPD/Chief, except those which are clearly and expressly relinquished herein by the City/KPD/Chief, shall continue to vest exclusively in and be exercised herein by the City/KPD/Chief.

**SECTION 2:** The City/KPD/Chief shall retain all powers, duties, and rights established by Constitutional provisions, state statutes, City Charter, City Ordinances or other sources of law, and departmental rules, standing and General Orders and/or instructions or directives, including administrative memos, and shall retain the power to act or not to act as is deemed appropriate. This shall include, but not be limited to, the right to:

- A. Manage, determine, and control the use, location, and delivery of City and/or Departmental services, City and Departmental equipment, take home and other vehicle assignments, property, facilities, and City or departmental operations, Department workforces, and City or Departmental affairs.
- B. The City and Chief will allow all supervisors to take assigned vehicles, whether marked or unmarked, home inside or outside the city limits; however, the officer must live within 30 miles of the City limits.
- C. Determine the Department's activities and set forth all standards and types of service(s) to be offered to the public.
- D. Allocate and assign work duties and duty assignments to officers, assign officers to shifts, to determine the number of shifts, hours of work, starting time, and schedule all of the foregoing. The City/Chief retains the right to establish, modify, or change any shifts, starting times, work hours and/or work schedules. First assignments off of probation shall be determined by the Chief of Police or designee. Consideration may be given to class ranking and not Hire Date when possible.
- E. Direct police administrative activities, including determination of qualifications, the right to hire, promote, suspend, discipline, discharge/indefinitely suspend and/or transfer employees, and to determine the size of the workforce and to curtail activity when necessary, except as specifically limited by the terms of this Agreement; the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, scope of insurance and City's participation in costs, if any, number of days of vacation, sick leave, designated holidays, and paid time off, and to modify same at its discretion, to the extent not inconsistent with the Agreement. Any force reductions shall be accomplished in compliance with Chapter 143, as modified by this Agreement.

- F. Determine services and police tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.
- G. Adopt and put into effect City and/or KPD rules and regulations, performance and disciplinary rules, regulations, and penalties for violation thereof.
- H. Adopt and put into effect City and/or KPD rules and regulations eliminating the geographical distance requirements for KPD officers.

The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the City, KPD and/or the Chief; and any other rights, powers, or authority the City had prior to the signing of this Agreement are retained by the City and/or KPD, except those which are clearly and specifically relinquished in this Agreement.

## **Article 9:**

### **LATERAL HIRING**

**SECTION 1:** The parties agree to a lateral hiring system for KPD. The parties agree that KPD may hire officers with sworn police experience. The Parties agree that a lateral police officer need not take a civil service exam to be hired by the KPD. The parties further agree that this system shall be in place regardless of any statute or process for civil service hiring in TLGC 143. Nothing in this agreement shall be construed as a waiver of the provisions in Chapter 143 unless expressly stated within this agreement.

**SECTION 2:** Eligibility for lateral hire. An officer shall:

- A. Experience. A lateral officer must have a minimum of two (2) years' experience with no more than a two (2) year break in service as a sworn officer.
- B. Licensed. A lateral hire police officer must have a valid Texas Peace Officer's License

**SECTION 3:** Lateral hire process.

- A. Lateral hires must complete and pass a modified oral review board.
- B. Academy Training. A lateral hire officer must complete a modified police training academy as set out by the KPD.
- C. A lateral hire officer must complete a modified field training program as set by the KPD.

**SECTION 4:** Later hire pay.

- A. A lateral hire officer shall have their base pay set by KPD corresponding to years of experience; in no event shall that pay be above step six (6) on the probationary pay plan.
- B. A lateral hire police officer shall be on probation for one (1) year after the hire date.

Nothing in this agreement shall be construed as a waiver of the provisions in Chapter 143 unless expressly stated within this agreement.

## Article 10:

### **ALTERNATIVE PROMOTION 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; one year from the date on which the promotional eligibility list is posted. 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. In order to be included on the promotional eligibility list, a candidate must complete both the written test and assessment center. The development of the promotion eligibility list shall consist of the following:

- A. 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.
- B. 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.
- C. 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. In order to be included on the promotional eligibility list, a candidate must complete both the written test and Assessment Center. The development of the promotion eligibility list shall consist of the following:

- A. 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.
- B. 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.

C. 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 Commander (Captain):** Each promotional examination for the position of Commander 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:

A. Assessment Center. The Assessment Center shall be conducted in accordance with Appendix A, which is attached to and made a part of this agreement.

B. 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.

**SECTION 5: Tie-Breaking procedures:** In the 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:

A. 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.

B. 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.

C. 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.

D. 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.

E. Total Years of 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.

F. 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.



G. 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.

H. 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, TLGC, shall remain in full force and effect unless any such provision conflicts with this agreement. In any such case, this agreement shall prevail.

## ARTICLE 11:

### DISCIPLINE AND DISCHARGE

1. The Chief, or his designee, may impose a disciplinary suspension upon an officer for a violation of civil service and departmental rules.
  - A. A "Notice of Disciplinary Suspension" for purposes of this Agreement refers to both temporary suspensions and indefinite suspensions. The "Notice of Disciplinary Suspension" is the letter in which the Chief, or his designee, lists the rules alleged to have been violated and the facts supporting the rules alleged to have been violated.
  - B. The Chief may express disciplinary suspension in hours for the time of suspension as opposed to titling the suspension times in days.
2. Positive Discipline. In addition to the provisions in §143.055, Texas Local Government Code, after the Chief of Police, or his designee, has issued a disciplinary suspension of five (5) days or less, an officer may elect to have the period of suspension deducted from his/her compensatory time, holiday, or vacation pay.
  - A. The deduction shall be in increments of the officer's normal shift hours (i.e., eight (8), ten (10), twelve (12) hours), as the case may be, and the Chief may express disciplinary suspension in hours for the time of suspension as opposed to titling the suspension times in days.
  - B. Within 5 days of receipt of a disciplinary suspension, the officer must submit to the Chief of Police a written offer to waive his right of appeal, accept responsibility and agree to have the equivalent hours of suspension deducted from his/her compensatory time, holiday, and/or vacation pay.
    1. The Chief of Police will then have 5 days to accept the offer. If the offer is not accepted within 5 days, the offer shall be deemed rejected. This process does not pertain to an agreed-to settlement.
    2. The offer shall be considered "settlement negotiations" and may not be introduced or offered for any purpose in any disciplinary proceedings. In order to allow sufficient time for this process to take place, suspension shall not commence until 15 days from the date the officer receives the disciplinary suspension. Nothing herein extends the ten(10) days an officer has to file an appeal of a disciplinary suspension.
3. Minor Discipline and Grievances. The Chief of Police, at his sole discretion, may delegate his authority to issue final discipline in the form of written reprimands, and 1 or 2-day temporary suspensions to officers. Such delegation will be to a rank of no lower than a Commander of Police who is in the officer's chain of command and has reviewed the administrative investigation that is the subject of the discipline.

Any delegated person who issues a written reprimand or an officer of higher rank within that

chain of command may also be delegated by the Chief of Police, at his sole discretion, to conduct a Step II, or combined Step I and II hearing related to that written reprimand. In such cases where the Step I and Step II hearings are not combined, and the Step II has been delegated by the Chief of Police, the Step I hearing may be conducted by a Commander within that same chain of command. This provision supersedes any contrary provision of State Law listed in Chapter 143, TLGC.

## Article 12:

### SUPERVISORY INTERVENTION

1. The Chief shall institute a program known as Supervisory Intervention as an alternative to the formal discipline process associated with Class I and Class II complaints as currently defined by KPD. Supervisory Intervention shall be utilized to correct infractions of administrative rules and procedures of a less egregious nature specifically excluding all Class I complaints.
2. A supervisor has the right, duty, and responsibility at any time to inquire as to the facts of a circumstance or situation in order to make management, operational, administrative, or organizational decisions.
  - A. If the inquiring supervisor becomes the complainant in a Class I or II complaint, the same inquiring supervisor may not further investigate such alleged violation.
  - B. If the inquiring supervisor becomes the complainant in a Class I or II complaint, the same inquiring supervisor may not participate in the process of recommending discipline for the violation.
3. An officer's immediate supervisor or a supervisor discovering an infraction shall determine whether to proceed through the formal complaint process as a Class I or II complaint or as a Supervisory Intervention.
  - A. An immediate supervisor is not authorized to proceed with a Supervisory Intervention if the violation constitutes a Class I infraction or any violation not listed in the Supervisory Intervention handbook found in the Department's Corrective Action Manual.
  - B. If a supervisor proceeds with an SI in violation of this Article, the SI will be void and the infraction will be sent through the formal IAD process. If an officer admits to misconduct under the circumstances described in this paragraph, any admissions made by the officer during the inquiry shall not be used against the officer in any subsequent investigation.
  - C. If a Supervisory Intervention is authorized, no formal complaint/affidavit/statement is required. The Supervisory Intervention must be documented but need not be in the form of a complaint.
4. Infractions which may be included in this informal procedure include, but are not limited to those found in the Corrective Action Manual and the following:
  1. Improper or incomplete uniform;
  2. Failure to keep proper personal appearance including hair length, jewelry, etc.
  3. Incomplete work or assignment (excluding failure to complete offense report);
  4. Failure to wear or improper use of safety equipment; Failure/negligence in the care or handling of city provided property/equipment in an officer's care, custody, and control that results in the loss or theft of such issued property;
  5. Failure to or late return of city property when due;

6. Untimely submission of extra employment application;
  7. Failure to report current address and phone number;
  8. Improper ticket/citation;
  9. Improper or untimely response to call;
  10. Violation of Beat integrity;
  11. Tardiness at the beginning of the shift or returning back to service;
  12. Failure to control or improper control of prisoner;
  13. Improper demeanor while testifying;
  14. Improper, incorrect, or untimely inventory of any property valued at less than \$100.00 (Does not apply to money, narcotics, weapons, or evidence.);
  15. Improper completion of property disposition forms;
  16. Discourtesy to citizens;
  17. Refusal to identify self upon request by giving name or badge number including removal, obscuring, or failure to wear name badge;
  18. Improper use, abuse, or improper language when using MDT;
  19. Disrespect for fellow officers;
  20. Tardiness at in-service training;
  21. Excessive breaks or unavailable for service;
  22. Unauthorized breaks;
  23. Unauthorized passenger(s) in city vehicle;
  24. Not meeting the Division standards of an average of three (3) contacts per day worked on the road in a month.
5. KPD shall maintain and update a standardized form for infractions requiring Supervisory Intervention.
  6. The issuance of an SI to an officer does not constitute or require an admission of a violation on the part of the officer.
  7. An infraction which is to be handled as a Supervisory Intervention shall be handled as follows:
    - A. Identification of the infraction and fact gathering of the underlying facts and/or details;
    - B. Informing the officer of the alleged infraction and request for the officer's position; and
    - C. Analysis of the facts and evidence to determine whether the infraction, in fact, occurred;
    - D. Supervisor discusses the infraction with the officer including what was wrong with the act/actions of the officer, what act/actions would have been appropriate, and what resolution is recommended; and
    - E. Once the proposed resolution is completed, the officer acknowledges the completion of the proposed resolution (e.g., training, education etc.).

8. Supervisory Intervention shall be non-punitive and is not to be considered discipline in any form or fashion. It is intended to correct or modify actions/behavior through positive encouragement, counseling, training, or reeducation. It is not intended to punish or harm an officer in any way.
  - A. As a result, a Supervisory Intervention may result in one or more counseling sessions, and/or training, and/or reeducation efforts, including but not limited to, reviews of General Orders, SOPs, Academy lesson plans, and/or repeat task performance, classes, or exercises.
  - B. Since Supervisory Intervention is not discipline, it is neither grievable nor appealable.
9. Documentation of a Supervisory Intervention shall be retained exclusively in the employee's "g" file and used for evaluating the officer's performance during that evaluation period only.
  - A. A Supervisory Intervention may not be used in any other evaluation period.
  - B. The documentation relating to a Supervisory Intervention shall not be placed in the departmental file or the officer's official file at Human Resources.
10. Once a supervisor decides to proceed to handle a designated matter in the form of a Supervisory Intervention, he may not later refer the matter out as a Class I or II complaint unless a different, collateral, or intervening infraction requires a referral as a formal Class I or II complaint. Whenever this occurs, the Supervisory Intervention may continue to completion on the designated infraction while the new and intervening, collateral matter is concurrently sent to the appropriate forum for Class I or Class II complaints or is also handled as a Supervisory Intervention.
  - A. Once referred, KPD shall follow the appropriate procedures for the resulting Class of complaint.
  - B. If evidence of unrelated infractions is discovered during this process, the supervisor may, depending on the severity of the infraction, elect to utilize the Supervisory Intervention process or may formalize the complaint on the unrelated infraction. Any statements made relating to the unrelated infraction may be utilized in any later proceeding or process.
  - C. Failure to follow traditional Chapter 143 investigative or interrogation procedures during the Supervisory Intervention phase of the review process, shall not be considered an impediment nor jeopardize the Class I or II complaint so long as the Class I or II complaint is handled in compliance with the procedures in Chapter 143 or the procedures included elsewhere in this Agreement.

The Chief shall have the option to reduce any discipline to a Supervisory Intervention if the circumstances warrant such a reduction.

Effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

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 Lodge shall be entitled to review the materials associated with rater selection, training, rater's notes on assessment, 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 relevant materials, 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 Parties agree to allow a Proctor designated by the Lodge to be present in the Assessment Center for promotions to maintain transparency in the process and ensure no significant discrepancies or changes exist in the interviews of each candidate.  
The following guidelines shall apply:
  - a. The designated Proctor shall be of equivalent rank or above to the rank being assessed and shall not be related within the second degree of affinity or third degree of consanguinity to any candidate for promotion.
  - b. The Proctor will not interject or interfere in the assessment.
  - c. The Proctor will report any observations that may conflict with the interviews of



candidates to the Human Resources representative in the assessment immediately following the observation during the next corresponding break, and before the next candidate is interviewed.

- d. The Proctor will not be permitted to use any form of a recording device, computer, or digital aid to document the observations.
  - e. If notetaking is utilized, all notes or documents created during the assessment will be turned over to the Human Resources representative upon the conclusion of the day for disposal.
  - f. The Proctor will not be someone who is currently on a promotion list.
  - g. The Proctor will be the same for the entire Assessment Center if it lasts multiple days.
3. 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
- 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 a transportability study for use of standard assessment exercises 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 certified 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 the 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.

END OF APPENDIX "B"