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MEET & CONFER AGREEMENT

BETWEEN

THE CITY OF TEMPLE, TEXAS

AND

TEMPLE POLICE ASSOCIATION

CITY OF TEMPLE FISCAL YEAR
October 1, 2025 through September 30, 2026, as amended

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DEFINITIONS

1. "Agreement" refers to this Meet and Confer Agreement, negotiated between the City of Temple and the Temple Police Association.
2. "Association" means the Temple Police Association.
3. "City" means the City of Temple.
4. "College hours" "Degree" or College Degree" means credit hours or degree from a college or university recognized by the Southern Association of Colleges and Schools or a similar regional association recognized and approved by the United States Department of Education.
5. "Commission" means the Firefighters' and Police Officers' Civil Service Commission of the City of Temple.
6. "Day(s)" means calendar days, unless otherwise specified.
7. "Department" means the Police Department of the City of Temple.
8. "Department Head" means the administrative head of the Police Department or the Chief of Police, including any interim or acting Chief of Police.
9. "Director" means the Director of the City of Temple Firefighters' and Police Officers' Civil Service Commission.
10. "Dues" means the cost of membership in the Association.
11. "FY" means financial year.
12. "Guaranteed Overtime" refers to assignments compensated at a rate of time and a half, without regard to the number of hours worked in a pay period.
13. "IVAP" means the Individual Vehicle Assignment Program.
14. "Local rules" refers to the Rules and Regulations of the City of Temple Firefighters' and Police Officers' Civil Service Commission.
15. "Party" or "Parties" means the City of Temple and the Temple Police Association.
16. "Police Officer" or "Officer" means a person who is a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and who is employed by the City of Temple Police Department.
17. "TCOLE" means the Texas Commission on Law Enforcement, or its successor organization.
18. "TLGC" means the Texas Local Government Code.

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ARTICLE 1
Association Business

Section 1. Intent. In adopting this article, the Parties acknowledge and agree to the following provisions for the purpose of enabling the Association to adequately represent Association members and administer the terms of the Agreement.

Section 2. Recognition. The City recognizes the Temple Police Association (TPA) as the sole and exclusive bargaining agent for all covered police officers, pursuant to section 142.053 et. seq. Texas Local Government Code, excluding the Department Head, employees of the Temple Police Department who are exempt under section 142.058(b) Texas Local Government Code, and employees occupying appointed positions pursuant to section 143.014 Texas Local Government Code. The Agreement is intended to include all permanent paid employees of the Temple Police Department who have been hired in substantial compliance with the provisions of Chapter 143 of the Texas Local Government Code, but does not include civilian employees, other employees, or those excluded above. The Agreement is not intended to, and does not, deny local control by the City, or restrict or diminish the management rights of the City, except as expressly provided by the Agreement under section 142.059 of the Texas Local Government Code.

Section 3. Association Access to New Hires. The Association shall have the right to meet with new officers during the Academy and/or Departmental in-house employee orientation sessions to ensure they have received a copy of the Agreement, and to be able to explain and answer questions about the Association, the Agreement, and the meet and confer process.

Section 4. Labor Relations

1. To improve communications between the Department Head and the Association, and to facilitate resolution of issues related to implementing the provisions of this Agreement, the Department Head shall establish an Advisory Team comprised of three (3) members, including one (1) member of the Department designated by the Department Head, and two (2) members of the Department designated by the Association. The Association and the Department Head may designate a substitute representative to the Team in the event that the designated Team member is unable to attend a meeting. The Department Head or his designee will meet with this Team at least once every three (3) months. The purpose of the Team is advisory to the Department Head, and to provide police managers input on City and Departmental policy, procedures, and employee issues.

2. The Association President or the Department Head may request additional meetings when issues arise that warrant concern or discussion. The Department Head retains discretion regarding the scheduling of additional meetings.

3. Members of the Advisory Team will not be required to use leave in order to attend Team meetings. Members of the Advisory Team will not receive overtime compensation for attendance at Team meetings.

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Section 5. Association Rights and Indemnification

(a) Dues Deduction. Upon receipt of a signed authorization from an officer on a form supplied by the City, the dues and assessments to the Association and affiliated state organizations that existed on the date of this Agreement shall be deducted from each member officer's pay. Officers who are not members are not obligated to pay Association dues. Officers who are currently having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form.

The dues deduction shall be remitted promptly to the Treasurer of the Association. The City agrees to provide a list of those members for whom deductions are made each month. The association may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) days in advance of the change, from the Association President advising the City that the amount of the dues deduction has changed pursuant to the requirements of the Association's Constitution and Bylaws. The Association will promptly refund to the City any amount paid to the Association in error on account of this dues deduction provision.

(b) Indemnification. As a condition of being granted and continuing payroll deduction of dues, the Association shall indemnify the City and any departments of the City, and hold it harmless against any and all claims, demands, suits, or other form of liability that may arise out of, or by reason of, any actions taken by the City or any department of the City for any purpose of complying with the provisions of this Agreement.

(c) Association Access to Premises. Subject to reasonable advance notice from the Association and approval from the Department Head or his designee, the Association may be permitted reasonable access to the premises of the Department and the Police Academy for the purpose of administering this Agreement, including but not limited to Departmental in-house employee orientation. Such visits shall be limited to the purpose for which approval was granted and shall be conducted in a manner that does not interfere with the functions of the Department or Academy.

The Association's access to the Department facilities and equipment to communicate with its membership shall include the use of one (1) bulletin board installed at the main police station and one (1) board at each police facility. The Department Head must approve in advance the size of, and materials used for, said bulletin boards. All costs incurred in the purchase, installation, and maintenance of said bulletin boards shall be at the Association's expense. All posted materials must be directly related to Association business. The following guidelines shall apply to materials properly posted on the bulletin boards:

1. recreation and social affairs of the Association;
2. Association meetings;

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3. Association elections;
4. reports of Association Committees;
5. rulings or policies of the state or national Association, without added commentary, and
6. Legislative enactments and judicial decisions affecting public employee labor relations, without added commentary.
7. At no time shall the bulletin boards contain any political endorsement, whether at the local, state, or federal level.
8. The Department Head or his designee retains the right to remove material which is not directly related to Association, or is offensive or inappropriate.

(d) Communications. Subject to the Temple Police Department General Orders, the City's administrative Regulations, and the applicable provisions of this Agreement, the Association may utilize electronic communications ("E-mail") to communicate with Temple police officers regarding issues related to provisions of the Agreement and upcoming meet and confer sessions in accordance with the following restrictions and limitations:

1. Association email communications shall relate solely to the following subjects:
   i. issues related to the Agreement;
   ii. issues related to upcoming meet and confer sessions;
   iii. issues related to the grievance policy, and
   iv. Association meetings for the purpose of discussing issues related to the Agreement, upcoming meet and confer negotiations, and/or the grievance policy.

2. Email communications shall not contain any political commentary, any solicitation for membership in, or financial contributions to, any special interest organization or political action organization, or derogatory or offensive propaganda or commentary which reflects negatively upon the City, its officials, its employees, City employee associations or groups, or upon citizens of the City. On a case-by-case basis, the Department Head or his designee may consider requests from individual officers for approval to distribute email communications regarding solicitations of officers (or their families) needing financial or other forms of assistance.

3. In the event of a violation, the Department Head shall notify the Association of the violation. Subsequent violations of these guidelines will subject the Association to the loss of the privilege of using the City's electronic communications system. Such loss will not be subject to review by any administrative or judicial body, or the grievance process.

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Section 6. Association Business Leave Time Pool

(a) Time Off for Association Business. An Association Business Leave Pool shall be created for the purpose of conducting Association business, defined herein as time spent adjusting grievances, attending the annual conference of state affiliated organizations, the Association's Executive Board meetings, and regular Association business meetings.

While Temple Police officers are on Association Business Leave, they shall not wear Temple Police Department uniforms or insignia of any kind.

(b) Establishment of Association Leave Time Pool. The Association Business Leave (ABL) Pool shall be funded during the first pay date of each calendar year by reduction of accrued vacation leave in the amount of two (2) hours for each member of the Temple Police Association who provides notice in writing to the City at least thirty (30) calendar days prior to the beginning of that calendar year of his/her wish to donate said hours to the ABL Pool. Once a contribution has been made to the ABL Pool, there shall be no transfer of leave back into any individual officer's leave account, and there will be no cash payout for any remaining time in the Pool. Unused ABL Pool hours will remain in the Pool to be utilized the following year. ABL Pool hours shall never have any cash or surrender value. The City will track contributions to and deductions from the ABL Pool.

(c) Use of Association Leave Time Pool. The Association President shall request any use of Association business leave in writing and submit the request in advance for approval by the Department Head. The Department Head may waive the requirement that the request and approval be in writing. Requests for ABL time shall be made as far in advance as is practicable, but no less than forty-eight (48) hours prior to the date for which leave is requested. There shall be no entitlement for overtime pay for any hours worked on Association business, as such time is not for the benefit of the City, but for the sole benefit of the Association. Unless approved by the Department Head, not more than two (2) members may be on ABL at the same time, and such leave may be cancelled by the Department Head in the event of any emergency or shortage of manpower, as determined by the Department Head. Cancellation of ABL time by the Department Head under these circumstances shall not be subject to review by any administrative or judicial body, or the grievance process.

(d) Indemnification. The association shall indemnify the City, its officials and employees, and hold them 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 for any purpose of complying with the provisions of this section.

Section 7. Negotiating Time for Negotiating Team Members. The City agrees to pay up to a maximum of five members of the Association's meet and confer team their regular pay for attendance at meet and confer meetings between the City and the Association. If subcommittees are jointly assigned to work on specific matters, Association members of the subcommittee shall receive their regular pay during joint subcommittee meetings. Association team member time spent preparing for meetings, or attending internal Association meetings, will not be paid by the

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City. Police administration may adjust Association representatives' schedules in order to minimize overtime expense.

ARTICLE 2
Creation of Additional Deputy Chief Position

Section 1. Intent. In adopting this article, the Parties agree to the creation of a single additional Deputy Chief position in addition to the two (2) Deputy Chief positions authorized by Section 143.014(c) Texas Local Government Code. The Parties believe this additional position is necessary to align the Departmental command structure with the organization of the Department into three (3) bureaus (Patrol, Investigations, and Administration) and to efficiently address the continued growth of the Department and the community.

Section 2. Minimum Standards. In addition to the minimum standards required by Sections 143.013(b) and 143.014(d) Texas Local Government Code, the person appointed to the additional Deputy Chief position must have:

1. obtained a minimum educational level of a Bachelor's degree within two (2) calendar years from the date the Meet and Confer Agreement is approved by the Parties.
2. successfully completed a major law enforcement management school, e.g., the FBI National Academy, Southern Police Institute, or be able to complete this requirement within the first eighteen (18) months of promotion to the position;
3. served in the rank of Sergeant or above, and have demonstrated effective supervision, leadership and management of the personnel under their control;
4. obtained the level of Master Peace Officer Certification by the Texas Commission on Law Enforcement (TCOLE) or its successor.

The Parties agree that these minimum standards shall apply to the subsequent appointment of any person to a Deputy Chief position.

Section 3. Procedure. Upon a vacancy in any Deputy Chief position, the position will be posted for a period of ten (10) calendar days during which eligible candidates may submit documentation of their qualifications, e.g., resumes, transcripts, certifications, for review by the Department Head. The Parties agree that the final appointment will be made solely at the Department Head's discretion and that this procedure is not intended to, and does not, provide a basis for appeal of the appointment.

ARTICLE 3 (Reserved)

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ARTICLE 4
Compensation

Section 1. Intent. The Parties agree to continue to work diligently together to establish a compensation study to be conducted in fiscal year 2027 for implementation in fiscal year 2028 that will include a full study of the City of Temple's Civil Service Pay Plan structure. The Parties acknowledge that it is a priority to compensate officers fairly for certifications, college degrees, vacation accruals, and serving the Temple Police Department by working evening or midnight shifts and City of Temple observed holidays.

The Parties agree to incorporate the document titled "Attachment A – Rank Structure and Steps Within Rank" into this Article to clarify that officers are placed in a step within the Civil Service Pay Plan as of the date of hire.

The Parties agree to meet not later than January 15, 2027, to discuss the progress of the study and begin the process of negotiating a successor agreement.

Section 2. Effective August 6, 2021, certified officers and probationary officers who have successfully completed Field Training and are assigned to work an evening or midnight shift shall be eligible to receive shift differential pay.

Section 3. Effective October 1, 2023, certified officers and probationary officers who have successfully completed Field Training shall be eligible to receive Texas Commission on Law Enforcement (TCOLE) certification pay and incentive pay related to college hours or degrees earned.

Section 4. Holiday Payout Pilot Program.

a. Under the terms of this Agreement, a Holiday Payout Pilot Program is established for officers to receive compensation for a maximum of three (3) City of Temple observed holidays each year at their regular pay.

b. Sunset Clause. The Holiday Pilot Program is subject to review every two (2) years.

c. The Holiday Pilot Program will be terminated once the Police Department reaches adequate staffing of certified officers and probationary officers, ss defined by the Department Head at the beginning of each fiscal year.

d. The deadline to submit requests for payout will be determined and communicated annually, based on payroll dates. Once the request form is submitted, no changes can be made.

Section 5. Certified officers retiring from the Texas Municipal Retirement System (TMRS) shall be eligible to receive a maximum of three hundred and twenty (320) hours of vacation pay based on accrual balances at the time of retirement.

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Section 6. Step pay increases will occur according to the first day of the pay period in which swearing in occurs and not the retroactive pay date established pursuant to Section 143.036 of the Texas Local Government Code.

ARTICLE 5
Overtime Compensation

Section 1. Intent. In adopting this Article, the Parties agree to the creation of a uniform Departmental policy governing overtime compensation, consistent with Section 142.0015 Texas Local Government Code, the Fair Labor Standards Act (FLSA), and City policy.

Section 2. General Guidelines.

a. The allocation of budgeted overtime funds is solely within the discretion of the Department Head.

b. Nothing in this Agreement is intended to, and this Agreement does not, limit the Department Head's discretion to assign employees as necessary to achieve Departmental objectives.

Section 3. Overtime Exemption. 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 to determine 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 regarding 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 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. Scheduled Overtime Assignments.

a. All scheduled overtime assignments subject to contractual agreements with third parties will be compensated at a guaranteed rate of time and a half, without regard to the number of hours worked by an officer during that pay period.

b. Other overtime assignments for which compensation will be at a guaranteed rate of time and a half, without regard to the number of hours worked by an officer during that pay period, shall be identified and posted as such in advance.

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c. All scheduled overtime assignments for City events will be paid at time and half, unless an officer has worked fewer than eighty (80) hours during the relevant pay period. In the event that an officer scheduled to work a City event has not worked 80 hours due to taking sick or vacation leave during that pay period, the officer will be compensated at their regular hourly rate for the City event. The officer shall have the option to elect whether to apply straight "additional regular" time in lieu of the leave taken, or to receive additional compensation for working the City event, but in no case shall the officer be compensated at the rate of time and a half.

d. All scheduled special assignments related to the following City of Temple coordinated events and holidays will be paid at time and half, regardless of the actual number of hours worked during the relevant pay period:

1. New Year's Eve/Day;
2. Petals & Pints;
3. Draughon-Miller Airshow;
4. 4th of July Celebration;
5. Railyard Music Fest;
6. National Nighr Out, and
7. Christmas Parade & Tree Lighting /Holly Jolly Christmas Fest

e. Supervisors shall not require officers who are scheduled to work a City event to take flex days prior to the City event in order to avoid paying the officers overtime for working the City assignment.

Section 6. Unscheduled Overtime.

a. Definitions

1. Call-Outs – time the Department requires an officer to return to duty status, on an unscheduled basis, fifteen (15) minutes or more after the officer's shift ends to work outside of the officer's regularly scheduled work hours.

2. Extension of Duty – time the Department requires an officer to remain on duty, or to return to duty on an unscheduled basis fewer than fifteen (15) minutes after the end of their prior regular shift, or during their unpaid lunch hour.

3. Prior to Duty – time the Department requires an officer to report to duty, on an unscheduled basis, less than one (1) hour prior to the officer's regular shift.

b. Non-exempt officers who respond to a Call-Out shall be entitled to a minimum of two (2) hours of guaranteed overtime compensation (OT), regardless of actual time

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worked. Time worked in this circumstance shall begin when the notification is received and continue until the officer is cleared from the call.

c. Non-exempt officers who work Extensions of Duty are entitled to additional regular compensation (AR) for the actual time worked, unless total time worked exceeds eighty (80) hours for that work period. If the officer's total time worked for the relevant work period exceeds eighty (80) hours, the Extension of Duty will be compensated at overtime rates. Time worked in this circumstance shall begin at the end of the immediate prior regular shift, or, if the officer's unpaid lunch is interrupted, when the officer is notified to return to duty, and continue until the officer is cleared from the call.

d. Non-exempt officers who work Prior to Duty shall be entitled to guaranteed overtime compensation (OT) for a minimum of one (1) hour. Time worked in this circumstance shall begin when the notification is received and continue until the beginning of the officer's regular shift.

e. If an officer is required to work unscheduled overtime, the officer shall have the opportunity to elect whether they will be compensated with compensatory time or paid overtime for that assignment, subject to leave balance restrictions. If the supervisor does not flex the officer's time, the overtime slip submitted by the officer will be processed as submitted. No supervisor shall amend a payment form submitted by an officer for such an assignment without the officer's prior consent.

f. If the supervisor does flex the officer's time, the supervisor will work with the officer to schedule the flex time off, subject to the needs of the Department.

Section 7. Court Appearances. An officer who makes a required court-related appearance prior to, or after their regularly scheduled shift, is guaranteed a minimum of two (2) hours of overtime compensation, regardless of the actual time spent in court. Time worked in this circumstance includes scheduled report time until released by the court.

Section 8. Compensatory Time. The Parties agree to the following:

a. Overtime assignments for which compensation will be in the form of compensatory time off in lieu of paid overtime shall be identified and posted as such in advance.

b. Unless an overtime assignment has been posted as a compensatory time assignment, compensation for that assignment shall be paid overtime.

c. If an officer is required to work an overtime assignment for which the form of compensation has not been identified prior to the start of the overtime assignment, the officer shall have the opportunity to elect whether they will be compensated with compensatory time or paid overtime for that assignment, subject to leave balance restrictions. If the supervisor does not flex the officer's time, the overtime slip submitted by the officer will be processed as submitted. No supervisor shall amend a

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payment form submitted by an officer for such an assignment without the officer's prior consent.

d. If the supervisor does flex the officer's time, the supervisor will work with the officer to schedule the flex time off, subject to the needs of the Department.

e. This section is not intended to limit the Department Head's ability to assign officers to work overtime assignments paid with compensatory time off as necessary to meet Departmental objectives.

f. This section is not intended to limit the Department Head's authority to implement flex time in managing the Department's budget.

g. Subject to staffing needs, supervisors and officers will schedule compensatory time off at a mutually agreeable time.

Section 9. 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.

ARTICLE 6
On-Call Status

Section 1. Intent and Scope. The Parties acknowledge that it is beneficial to the Association, the Department, and the City to clearly define the "On-Call" status, related pay calculation and scheduling requirements for certain positions in the Department. The Parties agree that a clear understanding of when officers are required to be "On-Call" so they are available to respond to either anticipated or unforeseen emergencies in a timely manner supports and enhances Departmental efficiency and effectiveness.

Section 2. Defining On-Call Status

On Call Status as it applies to the Temple Police Department will consist of three (3) categories:

1. On-Call – Includes the Sergeant and two (2) Detectives from CID and the Agent from SIU, or any other officer assigned to a similar role by the Lieutenant or Bureau Commander.

2. On-Call Response – Includes all personnel in CID, SIU, VCES, K-9, Traffic, SWAT, and Negotiators.

3. On-Call Standby – A temporary status (a shift or a calendar day) assigned as needed by a Lieutenant to any Department officer with the approval of the Bureau Deputy Chief over the officer(s) being assigned.

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Nothing in this section prevents the Department Head, Deputy Chief, Lieutenant, Watch Commander, or Field Supervisor from calling in or designating officers under existing protocols and remuneration guidelines for special events, operations, unusual occurrences, or staffing needs.

Section 3. Guidelines

1. Pay:

    a. Status (1) On-Call – Officers will receive two (2) hours of Status Overtime for each week they are in this status regardless of whether they get called out.

    b. Status (2) On-Call Response – Officers will follow current callout pay guidelines.

    c. Status (3) On-Call Standby – Officers will follow current callout pay guidelines.

    d. Pay for being in Status (1) is not added to call-out pay. If the officer on-call in Status (1) is called in, then the actual call-out pay they receive would negate the Status Overtime pay.

2. Phones:

    Phones have been issued as a tool for officers to utilize in day-to-day police operations. Officers in On-Call status (1), (2), and (3) will answer or return a call from the Department promptly.

    Officers who are not assigned to an On-Call status are not exempt from being called by a supervisor or Department representative for work-related reasons, *e.g.*, questions about a case or casework, emergency full mobilization, etc. All officers who are not assigned to an On-Call status are expected to return Department calls and texts when possible.

    Brief phone calls to officers do not constitute Departmental business justifying call back pay. If a Department phone call results in an officer conducting Departmental business, then the existing remuneration guidelines will apply.

3. Schedules:

    Officers in status (1) On-Call and (2) On-Call Response must get time off requests approved with their units to ensure adequate staffing is available at all times. Officers in status (2) On-Call Response must inform their chain of command if they plan to leave the Department's response time radius and will be unable to respond to a call-out within a reasonable time.

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Section 4. Preemption. It is the specific intent of the Parties to this Agreement that any express written provision that specifically provides for a procedure, standard, or practice other than what is provided for in Subchapter D, Chapter 143 of the Texas Local Government Code is intended to override the applicable statutory provision as allowed by Subchapter C, Chapter 142 of the Texas Local Government Code.

ARTICLE 7
Temporary Duties in Higher Classification/Rank Structure

Section 1. Intent and Scope. The Parties acknowledge that an officer's experience, training, and performance contribute significantly to their efficiency and ability, and the Department's ability to meet public safety needs. The Parties agree that temporarily designating an officer to perform the duties of a higher rank may be necessary to meet Departmental staffing needs and can also provide the officer a unique and valuable training opportunity as part of career development.

Section 2. Corporal Rank

Acting Sergeant – A corporal may be assigned to perform the essential duties of a sergeant who will be absent or unavailable for one (1) full shift or more.

A corporal serving in this designation shall have full authority and responsibility for performing all of the duties of the sergeant rank for the duration of the assignment and shall be paid the base salary of the sergeant rank plus the corporal's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the designation.

Section 3. Sergeant Rank

Watch Commander – When a Lieutenant will be absent or unavailable for a period of at least fourteen (14) consecutive days, the Department Head or their designee may designate a Sergeant to perform the administrative duties of a Lieutenant/Watch Commander.

a. The designation shall be made by a Deputy Chief or the Department Head and be noted in writing on the Duty Roster.

b. A person serving in this designation shall have full authority and responsibility for performing all of the duties of the Lieutenant rank for the duration of the designation.

c. The designated Watch Commander shall be paid the base salary of the Lieutenant rank plus the sergeant's own longevity and seniority pay, educational incentive pay, and certification pay during the period of the designation.

d. The Department Head retains authority to designate a Watch Commander, pursuant to this section, for a period of fewer than fourteen (14) days, based on Departmental needs.

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Section 4. Temporary Performance of Duties in a Higher Rank

In order to meet immediate Departmental staffing needs, the Department Head shall have the authority to temporarily assign an officer to perform the duties of a position in the next higher rank under the following circumstances:

a. when that position has been funded but not yet created or authorized by the City's governing body, or

b. when there is a vacancy in an existing position for which no promotional list exists. An officer temporarily assigned under this subsection has no property right or interest, in law or equity, to continued employment in the temporarily assigned position, and will be demoted to the position they occupied prior to the temporary assignment immediately upon determination of the officer occupying the first position on the eligibility list. This subsection does not preclude back-pay due to the person who is ultimately promoted to fill the position from the promotional list once established, or

c. when, in the discretion of the Department Head or designee, Departmental effectiveness requires that an officer be temporarily assigned to perform the duties of a position in the next higher rank due to an officer's absence for one (1) or more shifts.

Assignments made pursuant to this provision are temporary in nature and specifically intended to address immediate, pressing Departmental staffing needs. Assignments made pursuant to this provision are expressly limited to such period of time as is necessary for the City to formally create the position by ordinance, complete the process of creating a promotional list for the position, or the absentee officer to return to fill the position.

A person temporarily serving in a higher rank shall have full authority and responsibility for performing all of the duties of the assigned rank for the duration of the assignment.

Under no circumstances is this provision intended to, and it does not, circumvent the express intent of Chapter 143 of the Texas Local Government Code, which specifies that promotions are to be made solely through the promotional testing process.

An officer temporarily assigned to a position in the next higher rank under this provision shall be paid the base salary of the rank to which they have been temporarily assigned plus the officer's own longevity or seniority pay, educational incentive pay, and certification pay for the period of the temporary assignment.

Under no circumstances is this provision intended to, and it does not, authorize the Department Head to directly or indirectly create a position that has not been funded by the City's governing body.

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Section 5. Preemption. It is the specific intent of the Parties to this Agreement that any express written provision that specifically provides for a procedure, standard, or practice other than what is provided for in Subchapter D, Chapter 143 of the Texas Local Government Code is intended to override the applicable statutory provision as allowed by Subchapter C, Chapter 142 of the Texas Local Government Code.

ARTICLE 8
Promotional Process

Section 1. Intent. The Parties agree that it is the goal of the Department to maintain high professional standards through an objective, fair and competitive promotional process. Further, continuing education is encouraged and recognized to improve professionalism for both officers and the Department. For this reason, the Parties agree to incentivize education and certification achievement by awarding additional promotional points to eligible officers.

Section 2. Promotional Examination Notice. The reading list for the promotional test will be posted at least 60 days before the test date. Substantive changes to the reading list made since the previous promotional examination, except for updated editions of reading materials, and amendments of Departmental General Orders, policies and/or Standard Operating Procedures, will require the notice to be posted at least 90 days before the test date. Before the thirtieth (30^{th}) day prior to the date a promotional examination is held**,** the Commission shall post a notice of the examination in plain view on a bulletin board located in the main lobby of City Hall and in the Police Department. The notice must show the position for which the examination will be given, the date, time, and location where the examination will be held. The notice will also be electronically posted and distributed via Departmental email.

Section 3. Pre-Promotional Examination Meetings. Before the fifteenth (15^{th}) day prior to the date a promotional examination is held, two (2) pre-promotional examination meetings will be held. Information related to the dates and times for these pre-promotional examination meetings will be included in the promotional examination notice described in Section 2 of this Article, above. The purpose of these meetings will be to discuss the examination process, written exam, scenarios, practical oral assessment(s) (interviews), general management in-basket exercises, suitability assessments, and the Chief's panel interview.

Section 4. Eligibility for Police Department Promotional Examination

(a) A police officer must meet the requirements set forth in Chapter 143.028 and 143.031 of the Texas Local Government Code to be eligible to take a promotional examination. Each promotional examination is open to each officer who, for at least two (2) years immediately before the date the promotional examination is held, has continuously held by actual promotion a position in the Temple Police Department that is immediately below, in salary, the classification for which the examination is to be held, or other positions specified by the Commission. Actual promotion in this section refers to the date an officer is sworn in to fill the vacant position without regard to the amount of time the position was vacant.

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(b) The two (2) year eligibility requirement to take the promotional examination will be determined based on time served in the appropriate classification as of the date of the written examination. Actual time served in the appropriate classification shall include only the time following the date the officer is sworn in to fill the vacant position without regard to the amount of time the position was vacant.

(c) To be eligible to take any promotional examination, the applicant must have maintained and successfully passed all physical fitness requirements and firearms qualifications, and must not be on any discipline-related probation, performance improvement plan, or investigatory leave of absence related to allegations of dishonesty or criminal conduct.

(d) Probationary Officers: To be eligible to take a promotional examination, probationary officers, including officers hired under the Lateral Entry Program established in Article 9 of this Agreement, must successfully complete the applicable probationary period and subsequently serve two (2) continuous years in the classification immediately below the classification for which the examination is to be held.

The probationary period for officers who attend the Academy extends for one (1) full year following completion of the Academy. The probationary period for all other new hires, including officers hired under the Lateral Entry Program established in Article 9 of this Agreement, extends for one (1) full year after the date of hire.

(e) Corporal Promotional Examination: To be eligible to take the examination for promotion to the corporal rank, an officer must have continuously held the position of Police Officer in the Temple Police Department for at least two (2) years immediately before the date the promotional examination is held, have successfully completed the requirements for the Intermediate Police Officer Proficiency certification, and been awarded the Intermediate Police Officer Proficiency certification no later than the date the promotional examination is held.

(f) Sergeant Promotional Examination: To be eligible to take the examination for promotion to the sergeant rank, an officer must have continuously held the position of Corporal in the Temple Police Department for at least two (2) years immediately before the date the promotional examination is held, have successfully completed the requirements for the Advanced Police Officer Proficiency certification, and been awarded the Advanced Police Officer Proficiency certification no later than the date the promotional examination is held.

(g) Lieutenant Promotional Examination: To be eligible to take the examination for promotion to the lieutenant rank, an officer must have continuously held the position of Sergeant in the Temple Police Department for at least two (2) years immediately before the date the promotional examination is held, have successfully completed the requirements for the Master Police Officer Proficiency certification, and been awarded the Master Police Officer Proficiency certification no later than the date the promotional examination is held.

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Section 5. Promotional Examination Process

The promotional examination process may include a number of testing procedures. This non-exclusive list includes the following:

(a) Written Examination: The written examination is the initial step in the promotional process. Scores on the initial written promotional examination will be based upon a maximum of one hundred (100) points. All final will be rounded to two (2) decimal points. Candidates must score a minimum of seventy (70) points on the written examination to be eligible to advance to the next step in the promotional process.

(b) Personnel File Review: A comprehensive review of the candidate's personnel file will be conducted. This is not a graded portion of the promotional process. The Officer can also review their file and bring notes with them to the Chief's Panel. (not scored)

(c) Feedback: Feedback may be received from the supervisory peer group the candidate will be working with, and Command Staff. This is not a graded portion of the promotional process. (not scored)

(d) General Management In-Basket (GMIB): The GMIB is evaluated and graded by an outside source. A maximum score of one hundred (100) points is possible.

a. For the rank of Corporal, the Supervisory Simulator testing will be conducted.
b. For the rank of Sergeant, the GMIB short form test will be conducted.
c. For the rank of Lieutenant, the Full GMIB test will be conducted

(e) Scenario Testing: An example of scenario testing may include the following: fielding a complaint, counseling or coaching session, tactical decision-making, etc. A minimum of two (2) scenarios will be conducted, and the scores will be averaged into one score for a final score. The scenario testing will be graded by a panel of three (3) internal Department employees of the rank being tested or a higher rank. A maximum score of one hundred (100) points is possible. A minimum score of seventy (70) points is required to continue in the promotional process.

(f) Oral Interviews: This may include a panel consisting of external panelists. A maximum score of one hundred (100) points is possible. A minimum score of seventy (70) points is required to continue in the promotional process.

(g) Behavioral Assessment: A behavioral, or suitability, assessment will be conducted to measure leadership characteristics. This is not a graded portion of the promotional process. (not scored)

(h) Chief's Panel: At the completion of the above listed processes, all candidates within the top five (5) highest scores will be invited to a Chief's Panel interview. The remaining

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candidates will no longer be eligible to advance in the promotional process. The Chief's Panel will consist of the Police Chief, Deputy Chiefs, Temple Police Association President or his/her designee, and/or a City employee designated by the Police Chief. The Chief's Panel results will be of equal value to the total maximum points available throughout the promotional testing process. For example, if four hundred (400) total points are available to be received by an applicant in the promotional examination process, the Chief's Panel will have a maximum score of four hundred (400) possible points. Points awarded by the Chief's Panel will be added to candidates' scores on all other portions of the promotional examination process to determine the final ranked list of candidates.

(i) Educational Incentive Points will be added at the Chief's Panel and will not be included in any other scoring.

(j) Portions of the alternative promotional process described above may be conducted individually with each candidate outside of the presence of other candidates.

The final decision on a promotion is determined by the Chief of Police. With good cause, the Chief of Police can bypass or promote out of order of the final score.

The promotional list will expire after twelve (12) months or earlier if the Chief of Police decides to bypass the last candidate(s) on the list.

Section 6. Additional Points

(a) **Seniority Points**. No points will be associated with seniority on promotional examinations.

(b) **Educational Incentive Points.** Only those candidates who participate in the Chief's Panel are eligible to receive additional educational incentive points on promotional examinations. Points will be awarded as follows:

- Level 1 – 0.5 point for having received an Intermediate Certificate issued by the Texas Commission on Law Enforcement (TCOLE);

- Level 2 – 1.0 point for having completed 60 college credit hours with a passing grade from an accredited institution of higher education, college, or university OR having received an Advanced Certificate issued by the Texas Commission on Law Enforcement (TCOLE);

- Level 3 – 1.5 points for having received a Master Peace Officer certificate issued by TCOLE;

- Level 4 – 2.0 points for having received an Associate's Degree from an accredited institution of higher education, college, or university

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- Level 5 – 3.0 points for having received a Bachelor's Degree or higher from an accredited institution of higher education, college, or university.

An eligible promotional candidate is entitled to receive the points only for the highest level attained listed above.

All educational incentive points will be awarded based on the candidate's documented eligibility to receive the points as of 5 p.m. on the date of the written exam.

Documentation of educational incentive points that the candidate may be eligible to receive during the promotional process must be submitted to the Training Sergeant no later than 5:00 p.m. on the date of the written exam. Documentation of education or certification achievements submitted after 5:00 p.m. on the date of the written exam will not result in additional points on the examination.

ARTICLE 9
Lateral Transfer and Rehire Program

Section 1. Intent and Scope. The Parties acknowledge that the ability to attract and hire qualified candidates is beneficial to the Association, the Department and City. The Parties agree that an expedited process for hiring qualified applicants with previous law enforcement experience will support and enhance this goal.

Section 2. Eligibility Requirements

Lateral Entry Program:
To be eligible for hiring under this Article, an applicant must:

1. have a current TCOLE Peace Officer license or challenge the TCOLE exam and complete the required training within 6 months from the date of hire;
2. be no more than 56 years of age on the date they apply for employment with the Department;
3. be currently employed with a law enforcement agency or have been substantially engaged in law enforcement duties within the twenty-four (24) months immediately prior to application with the Department;
4. have an honorable standing within their previous department;
5. not be under any type of investigation with their previous department;
6. have two (2) or more years of work experience as a sworn state or federal law enforcement officer;
7. take and pass a Civil Service entrance examination;
8. complete and pass a background investigation, and the City of Temple and Temple Police Department hiring process;

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9. successfully complete a Field Training Program of not less than eight (8) weeks at the discretion of the Department Head, and
10. successfully complete a twelve (12) month probationary period.

Re-Hire Program:
To be eligible for re-hire under this Article, an applicant must:

1. have a current TCOLE license;
2. be no more than 56 years of age on the day they apply to be re-hired;
3. be in good standing with their current employer;
4. have been previously employed as a Temple Police officer for at least two (2) years;
5. have been in good standing with the Temple Police Department at the time of separation;
6. apply for re-hire no more than:
    a. six (6) months after the applicant's date of separation from the Temple Police Department, or
    b. twelve (12) months after the applicant's date of separation from the Temple Police Department on the condition that the officer has maintained their TCOLE license, or
    c. twenty-four (24) months after the applicant's date of separation from the Temple Police Department on the condition that the applicant was employed by another law enforcement agency in Texas during the entire 24-month period.
7. have separated from the Department no more than once during their law enforcement career at the time of application,
8. complete and pass a background investigation and the City of Temple and Temple Police Department hiring process, and
9. successfully complete a twelve (12) month probationary period.

Former Temple Police Department officers who have been separated from the Department for more than twenty-four (24) months from the date of separation are not eligible for re-hire and must meet the requirements for lateral entry to be considered for employment under this Article.

The Department Head retains absolute discretion regarding whether an applicant meets the Lateral Entry or Re-Hire Program criteria. The Department Head's determination of a candidate's eligibility shall be final. The determination is not subject to appeal to the Commission and shall not be the basis of a grievance under this Agreement.

Section 3. Guidelines

1. Hiring:

    To fill a vacant position within the Department, the Department Head may select an applicant from the lateral entry or re-hire eligibility list, or follow the process defined in section 143.026 of the Texas Local Government Code.

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The Department Head retains absolute discretion to hire any eligible candidate or candidates under this Article without regard to their positions on the lateral entry or re-hire eligibility list, any other candidate's position on any other eligibility list, the existence of a new hire eligibility list, or the effect of the Department Head's decision on any officer in the Department. The Department Head's decision is final, not subject to appeal to the Commission, and shall not be the basis of a grievance under this Agreement by any Department employee.

Lateral Entry Program:
An eligibility list of lateral entry program candidates shall be maintained by the Department in addition to entry-level and re-hire eligibility lists. A lateral entry candidate's rank on the eligibility list shall be based on the candidate's final score on the Civil Service entrance examination. The Department Head will select eligible candidates from the lateral entry eligibility list in the order in which they are ranked on the list.

In recognition that some lateral entry candidates may have unique skill sets desired by the Department, the Department Head may appoint by special selection a lateral entry candidate regardless of that candidate's rank on the eligibility list. The Department Head must present the basis for a proposal to appoint by special selection to a review board comprised of one (1) member of the Association, the Director or designee, and the Department Head or designee. A majority vote of the review board shall determine final authorization to make the proposed appointment by special selection.

The lateral entry program eligibility list shall expire at the discretion of the Department Head.

Re-Hire Program:
An eligibility list of re-hire program candidates shall be maintained by the Department in addition to entry-level and lateral entry eligibility lists. The Department Head retains absolute discretion in selecting eligible candidates from the re-hire program and may, but is not required to, preferentially hire a re-hire program candidate based on the amount or type of experience the candidate possesses. The re-hire program eligibility list shall expire at the discretion of the Department Head.

2. Promotional Eligibility for Lateral Entry and Re-Hires:

   A lateral transfer or re-hired officer will be eligible to sit for a promotional examination provided that the officer meets all requirements and has completed the twelve (12) month probationary period at the time the officer signs up to take the examination.

3. Salary:

   Lateral Entry Program:

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The Department Head shall have discretion to place candidates hired under the lateral entry program up to the maximum step in the Department's compensation plan for the police officer rank.

The Department Head retains absolute discretion to determine the total amount of credited time allotted to a lateral entry candidate. The Department Head's decision regarding the amount of time credited to a lateral entry candidate is final and shall not be subject to appeal to the Commission or the basis of a grievance under this Agreement by any Department employee.

The credited time will not count as time served in the Temple Police Department for any purpose except determining the starting pay. For example, it will not count toward any benefits, assignment, promotions, longevity, or retirement. Candidates who receive prior service credit will advance to the next step on the same basis as any other Temple Police officer in that step without respect to the applicant's actual service in the Temple Police Department.

Re-Hire Program:
A re-hired candidate will be credited with up to the maximum total years of service with the Department for the purpose of determining the starting pay. The Department Head's decision regarding the amount of time credited to a re-hired candidate is final and shall not be subject to appeal to the Commission or the basis of a grievance under this Agreement by any Department employee. Re-hired candidates will be placed in the Officer rank regardless of the rank the candidate held at the time they separated from the Department. The re-hired candidate will advance to the next step on the same basis as any other Temple Police officer in that step with the same amount of service as that with which the re-hired candidate is credited at the time of re-hire.

4. Sick Leave Payout:

Officers are eligible to receive a maximum total payout of seven hundred and twenty (720) hours of accrued sick leave upon separation from the Department. Upon final separation from the Department, an officer shall only be entitled to receive payment for accrued sick leave if the officer:

1. was paid less than seven hundred and twenty (720) hours of accrued sick leave at the time of the officer's previous separation from the Department, and

2. has accrued sick leave hours at the time of the officer's final separation from the Department.

The total number of accrued sick leave hours an officer is entitled to receive upon the officer's final separation from the Department can never exceed seven hundred and twenty (720) hours in the aggregate.

5. Seniority:

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Lateral Entry Program:
Seniority will be based on the lateral entry candidate's start date within the Department. No credit for prior service outside the Department will be granted for seniority purposes.

Re-Hire Program:
Seniority for a candidate who has applied for re-hire within six (6) months of separation from the Department will be based on the candidate's previous start date.
Seniority for a candidate who has applied for re-hire after twelve (12) months of separation from the Department will be based on the candidate's new start date under this program.

6. Implementation:

Lateral Entry Program:
Credited time for Department employees who were hired under the lateral entry program prior to October 1, 2021, may be subject to a one-time adjustment to align the employee's credited time with the objectives of this Article.

A one-time adjustment of an existing lateral entry employee's credited time shall not create an obligation to pay or a right to receive backpay as a result of the adjustment.

The Department Head's decision regarding the amount of credited time allotted to an employee hired under this Article shall not create an obligation to make or a right to receive subsequent adjustments to existing lateral transfer employees' credited time.

Re-Hire Program:
Credited time for Department employees who were re-hired prior to October 1, 2021, may be subject to a one-time adjustment to align the employee's credited time with the objectives of this Article.

A one-time adjustment of an existing re-hired employee's credited time shall not create an obligation to pay or a right to receive backpay as a result of the adjustment.

The Department Head's decision regarding the amount of credited time allotted to an employee re-hired under this Article shall not create an obligation to make or a right to receive subsequent adjustments to existing re-hired employees' credited time.

Candidates who are re-hired under this Article are not required to take and pass a Civil Service examination as a condition of hiring.

ARTICLE 10
New Police Officer Hiring

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Section 1. Intent. The Parties agree that the Department's mission and officers' working conditions are best supported by full staffing. The creation and maintenance of multiple new hire eligibility lists will substantially decrease the delay in filling existing and anticipated vacancies when an existing eligibility list expires. Increasing the maximum eligibility age for applicants will increase the pool of eligible, qualified candidates. In the interest of Departmental efficiency and officer safety, the Parties agree to create and maintain a rolling new hire eligibility list and increase the maximum age of eligibility for applicants.

Section 2. Eligibility Requirements. To be eligible for hiring under this Article, an applicant must be no more than 56 years of age on the date that they apply for employment with the Department.

Section 3. Procedure. The Civil Service Director or their designee is authorized to conduct a Civil Service entrance examination prior to the expiration of a current, valid new hire eligibility list.

1. The Department Head shall notify the Director in writing when anticipated vacancies are reasonably certain to exhaust the current new hire eligibility list.

2. The Director shall schedule a Civil Service entrance examination:
    a. at the earliest practicable date after receipt of the written notification in item 1, above, or
    b. according to a continuous schedule mutually agreed upon by the Director and the Department Head.

3. The Director will post the eligibility list.

4. The Department will screen candidates from the eligibility list for potential disqualification.

5. The remaining candidates on the eligibility list will complete background checks, medical and psychological evaluations, and interviews with command staff and the Department Head.

6. The Department Head will approve the final list of candidates to be hired.

7. The Department will notify the Director of the candidates to be hired and their requested start date.

8. The Director shall maintain a single, rolling new hire eligibility list, ranked in order of test score, which shall expire one (1) year after the date the list is posted and include each candidate's name, expiration date, and test score.

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9. Under the terms of this Agreement, the Department Head retains discretion to preferentially hire a candidate from any active re-hire or lateral entry eligibility list before selecting any candidate from the new hire eligibility list.

10. Under the terms of this Agreement, the Director is specifically authorized to:

    a. administer an entrance examination that is limited to only those candidates who meet an objective, pre-determined set of conditions, e.g., prior military experience or eligible Lateral or Re-Hire candidates, as defined by Article 9 of this Agreement,

    b. administer entrance examinations in multiple locations, on multiple dates using testing methods, including online and in-person, designed to ensure the security and fairness of the process for all candidates, and

    c. utilize a proctoring service approved through the City's Monetary and Purchasing Guidelines.

ARTICLE 11
Individual Vehicle Assignment Program (IVAP)

Section 1. Intent. In adopting this article, the Parties agree to implement an Individual Vehicle Assignment Program for the purpose of providing take-home patrol vehicles to eligible officers. The Parties recognize the benefits of reduced vehicle maintenance expense, reduced response times, crime deterrence, and enhanced police presence in neighborhoods where the vehicles are located.

Section 2. Eligibility.

(a) For an officer to be eligible for the IVAP program, the officer must:
    1. be employed as a Temple Police Officer;
    2. have successfully completed all phases of the Field Training Program, and
    3. have been assigned a designated vehicle.

(b) Except as provided by Section 5, an officer participating in the IVAP program is eligible to take a vehicle home, providing the officer's residence is no more than forty-five (45) minutes from the Temple Police Department headquarters.

Section 3. Applicable Guidelines.

(a) Vehicles will be assigned, when available, to new officers on the basis of their civil service ranking.

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(b) In addition to the eligibility standards established in Section 2, officers assigned a vehicle shall abide by Temple Police Department Manual, Chapter 702 - Vehicle Maintenance, and Chapter 703 – Vehicle Use, as amended.

Section 4. Fee. Except as provided by Section 5, officers who are assigned a vehicle in the IVAP program and elect to take that vehicle home shall be assessed a fee for the use of the vehicle as follows:

1. Officers residing within the city limits – no charge
2. Officers residing outside the city limits but no more than forty-five (45) minutes from the Temple Police Department headquarters - $60/pay period

Section 5. Exceptions.

(a) Any officer who resides .5 miles or less outside the city limits and is assigned a vehicle that the officer elects to take home is exempt from the payment of the fees described in Section 4, unless the officer moves more than .5 miles outside the city limits after the effective date of this Agreement.

(b) Any officer who is assigned a take home vehicle because of their assignment and who resides outside the city is exempt from the distance limitations and the payment of the fees described in Section 4. The City may impose residential distance restrictions on officers as a condition of eligibility for assignment to future positions in which an assigned vehicle and the ability to respond in a timely manner is a requirement for the position.

The exemption described in this section applies to all personnel designated as On-Call or On-Call Response pursuant to Article 6 of this Agreement.

ARTICLE 12
Physical Fitness Program

Section 1. Intent. The Parties agree that it is the goal of the Department to maintain high professional standards. Establishment of a minimum physical fitness standard as a condition of employment is necessary to reduce instances of work-related illness and injury, and to ensure that officers are physically prepared to safely perform essential law enforcement duties. Supporting officers' efforts to meet and exceed the minimum fitness standard is recognized as a way to maintain officer and Departmental professionalism.

Section 2. General Guidelines As a condition of employment, all officers shall take and pass an annual physical fitness test. The Department uses the DPS Rowing Test as the physical fitness test designed to objectively evaluate the officer's physical fitness level and state of readiness to perform the duties of a police officer while minimizing the risk of injury. The Rowing Test measures an officer's maximum aerobic capacity (VO2 max), which is a direct reflection of

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physical fitness. Officers must achieve a VO2 max of at least 25% on a scale that is adjusted for each individual's age, weight, and gender in order to pass.

Prior to January 1, 2020, officers must take and pass the DPS 2,000-meter rowing test for the purpose of establishing a baseline passing rate for all officers.

Effective January 1, 2020, officers must take and pass one of the following rowing test options of their choice during the Department's annual physical fitness testing:

DPS Concept 2 2,000-meter Rowing Test;

DPS Concept 2 500-meter Rowing Test, or

DPS Concept 2 4-minute Rowing Test.

If an officer is on an approved leave or medical limitation during the time of the annual Rowing Test, the officer will have thirty (30) days to complete the testing, or at a time that is convenient to the Department at its sole discretion, when released back to full duty.

The officer will perform a timed rowing test, as described above, on the Concept 2 Rower under the supervision of trained members of the Temple Police Department. The officer's best-timed performance, adjusted for his or her weight, age, and gender, will be used to evaluate the officer's physical fitness.

Participating officers will be allowed to recover on site for one (1) hour following the physical fitness test. No person shall require a participating officer to engage in
any police activity, or leave the designated testing and recovery area, within one (1) hour following completion of the test.

Incumbent officers who fail the Rowing Test at a time when successful completion is a condition of employment shall be subject to the following:

a. No more than three remedial tests may be taken in a given test cycle.

b. The first remedial test must be taken within 30 days from the initial test.

c. The second remedial test must be taken within 60 days from the first remedial test.

d. The third remedial test must be taken within 90 days from the second remedial test.

e. All officers in the Police Department are subject to Section 143.081 of the Local Government Code and Section 81 of the Temple Fire Fighters' and Police Officers' Civil Service Commission Rules and Regulations.

Section 3. Incentives.

a. Officers of all ranks that are required to meet the Physical Fitness Standard are authorized, subject to prior supervisory approval, to utilize their lunch break for the

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purpose of working out during their regular scheduled shift, regardless of Department assignment.

b. If there are patrol shortages or emergencies, Department leadership will work with the TPA President or his/her designee to implement a rotation-like schedule that would allow for adjustments to provide patrol officers an opportunity utilize their lunch break for the purpose of working out during their regular scheduled shift.

c. The Department's on-site workout facility is an approved location for obtaining points to be used for any City fitness-based financial incentive program. A copy of the sign-in sheet reflecting the time and date of the officer's workout will serve as approved documentation proving eligible fitness activity using the Department's facility.

d. Officers, when off duty, are authorized to use assigned City vehicles on the way to or from work for travel to and from physical fitness facilities located no more than 7 miles outside the city limits of Temple, as long as the purpose of travel is physical fitness. IVAP rules and policies shall be adhered to when utilizing the assigned City vehicle. Officers will not use their City vehicles on their regular days off.

e. Nothing in this Article is intended to, and this Article does not, limit the Department Head's discretion to assign employees as necessary to achieve Departmental objectives.

ARTICLE 13
Wellness Program

Section 1. Intent. The Parties agree that a comprehensive wellness program that promotes and supports police officers' physical health and fitness is consistent with maintaining a safe and efficient Department by minimizing illness, injuries and time lost due to sick leave.

Section 2. Required Physical Health Screening/Examinations. The Parties agree to adopt enhanced physical testing standards specific to the known risk factors. The following standards will apply to physical health screenings for all police officers:

a. The Department will engage an independent health screening provider to implement a voluntary comprehensive occupational health screening program for the entire Department.

b. New hire candidate physicals will be mandatory:
    a. Individualized Health Risk Appraisal
    b. Medical History Questionnaire and Screening
    c. Human Performance Questionnaire and Screening
    d. Physical Examination and consultation with State licensed medical provider with range of motion on all extremities and spine

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e. Vision test
f. Hernia Exam
g. Laboratory Analysis
    i. Complete CBC
    ii. Lipid panel
    iii. Comprehensive metabolic panel
    iv. Prostate Specific Antigen (male only) or CA-125 (female only);
    v. Urinalysis, with microscopic
    vi. Fecal occult blood laboratory analysis
    vii. C-Reactive Protein
    viii. Sedimentation Rate
    ix. QuantiFERON Gold (TB Test-Blood)
    x. Coagulation Studies
    xi. Hepatitis Profile
    xii. Drug Screen 11 with ETOH
    xiii. Uric Acid
    xiv. HBA1C
    xv. HBA1
    xvi. TSH Third Generation
    xvii. Sickle Cell Screen
    xviii. Blood Group (ABO and RH Type)
    xix. Tetanus IGG
h. Audiogram
i. X-Ray-Chest PA/Lat, Cervical, Thoracic, and Lumbar Spines
j. Cardiopulmonary Exercise Test (CPET) with cardiologist interpretation

c. New hire psychological evaluations will be mandatory:
    a. Background Assessment: A computer-administered, self-reported questionnaire detailing the candidate's/officer's personal history.
    b. Written Assessments: A battery of psychological instruments include, but are not limited to, intellectual functioning, personality characteristics and traits, and current psychological symptoms.
    c. Psychological Interview: An interview will be conducted with each candidate/officer after a review of the results of the background and written assessments.
    d. Medical Record Review: Medical and psychological records will be obtained from the candidate's/officer's treating health professional, if warranted and obtainable.
    e. Suitability evaluations: This would include the following components:
        i. Background Assessment: A computer-administered, self-report questionnaire detailing the candidate's/officer's personal history.
        ii. Written Assessments: A battery of instruments include (but are not limited to) intellectual functioning, personality characteristics and traits, and current psychological symptoms.

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iii. Psychological Interview: An interview will be conducted with each candidate/officer after a review of the results of the background and written assessments.

iv. Medical Record Review: Medical and psychological records will be obtained from the candidate's/officer's treating health professional, if warranted and obtainable.

d. Every police officer will have the option to participate in an annual Physical Health Screening/Exam:

i. Short Physical: Annually, every police officer will receive the following assessment:

1. Individualized Health Risk Appraisal
2. Questionnaire and Screening
3. Annual Human Performance Assessment
4. Physical Examination and consultation with State licensed medical provider
5. Laboratory Analysis
    a. Complete CBC
    b. Lipid panel
    c. Comprehensive metabolic panel
    d. Urinalysis, with microscopic
    e. Uric Acid
    f. HBA1C
6. Audiogram
7. Resting EKG

ii. Long Physical: According to the schedule described in subsection (iii), below, police officers will also receive all elements of the Short Physical described in subsection (i), above, plus:

1. Individualized Health Risk Appraisal
2. Questionnaire and Screening
3. Annual Human Performance Assessment
4. Physical Examination and consultation with State licensed medical provider
5. Laboratory Analysis
    a. Complete CBC
    b. Lipid panel
    c. Comprehensive metabolic panel
    d. Prostate Specific Antigen (male only) or CA-125 (female only);
    e. Fecal occult blood laboratory analysis
    f. C-Reactive Protein
    g. Sedimentation Rate
    h. Uric Acid
    i. HBA1C

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6. Audiogram
7. Cardiopulmonary Exercise Test (CPET) with cardiologist interpretation
8. Chest Radiograph (X-Ray) with radiologist interpretation
9. Cardiovascular Ultrasound: carotid, abdominal aorta, femoral arteries and left ventricular wall thickness
10. Cancer Screening Ultrasound: thyroid, testicular (male only), abdomen (liver, gallbladder, pancreas, spleen, kidneys, and ovaries [non-invasive])

iii. Police officers will receive Long Physicals according to the following schedule:
   1. 20-40 years of age: every 5 years, at ages 20, 25, 30, 35 and 40.
   2. 42-50 years of age: every 2 years, at ages 42, 44, 46, 48 and 50.
   3. 50+ years of age: annually, at ages 51, 52, 53, 54, 55, 56, etc.

iv. Any police officer who has received a Long Physical prior to ratification of this Agreement will not be eligible for a subsequent Long Physical until the next recommended Long Physical period described in subsection 3.b.(iii), above.

v. Every officer will have the option annually to participate in the Wellness Program. Using a form provided by the Department, each officer will indicate whether (s)he accepts or declines the opportunity to participate in a short or long physical, according to the schedule in subsection (iii), above no later than January 31st each year. If the officer chooses to not participate, there will not be an opportunity to participate that year; however, the option will be available to the officer each year.

e. Additional Physical Health Screenings/Exams: A police officer may request more frequent physical health screening on the basis of a recommendation by either the Departmental provider or the police officer's personal physician. The cost associated with additional recommended physical examination, screening, testing, or diagnosis is the personal responsibility of the individual police officer.

f. Police officers shall provide complete and accurate personal health information on any health questionnaire required by, or in any interview with, the Departmental health screening provider.

ARTICLE 14
Disciplinary Actions and Appeals

Section 1. Intent. In adopting this article, the Parties understand and agree 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.

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Section 2. Suspensions of Thirty-Six (36) Hours or Less.

(a) The Parties agree that when an officer is suspended for 36 hours or less, the officer may choose one of two methods of dealing with the suspensions as set out below:

1. Suspensions that may not be appealed. The officer may forfeit vacation, compensatory, 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, compensatory, 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, compensatory, or holiday time with the Department Head's permission. The officer must agree that there is no right to appeal the suspension before any administrative or judicial body if this method of suspension is chosen, and the officer must sign a waiver of appeal.

2. 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 Section 143.053 Texas Local Government Code.

(b) Consideration of Suspensions of 36 Hours or Less. The Parties agree that disciplinary suspensions of 36 hours or less that were imposed on or after the effective date of this Agreement will no longer be considered for purposes of transfer or promotion after 24 months have passed from the date the suspension ended, without regard to whether the suspension was appealed. After the 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 Internal Affairs Division (IAD) investigative file or the file maintained by the Director, whichever is appropriate, and the Department shall enter a notation reflecting this.

(c) 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 notice of temporary suspension that was filed with the Commission as required by Section 143.052(c) Texas Local Government Code, or the IAD 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 3. Suspensions of Thirty-Seven (37) to One Hundred and Twenty (120) Hours. The Parties agree that, when an officer is suspended for 37 to 120 hours, the officer may choose one of two methods for dealing with the suspension, as set out below:

1. Suspensions that may not be appealed. The Department Head may allow the officer to forfeit vacation, compensatory, 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

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purposes of seniority, retirement, or promotion. The forfeited vacation, compensatory, or holiday time will not constitute hours worked. Forfeiture of vacation, compensatory, or holiday time will not preclude an officer from being paid overtime at the rate of time and a half for those overtime assignments that have been identified as "guaranteed overtime" assignments. Approval of the use of vacation, compensatory, or holiday time will be noted in the suspension paperwork. The officer must agree that there is no right to appeal the suspension before any administrative or judicial body if this method of suspension is chosen, and the officer must sign a waiver of appeal.

2. Suspensions that may be appealed. The officer may appeal the suspension to the Civil Service Commission, or a Hearing Examiner as provided in Section 143.057 Texas Local Government Code.

Section 4. Suspensions of One Hundred and Twenty-One (121) to Seven Hundred and Twenty (720) Hours. The Parties agree that, when an officer is suspended for 121 to 720 hours, one of the two following methods for dealing with the suspension will be used:

1. 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 and twenty-one **(**121) to seven hundred and twenty (720) hours. If the officer accepts the mutually agreed suspension, there shall be no right to appeal 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, compensatory, or holiday time for suspension, said vacation, compensatory, 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, compensatory, or holiday time will not constitute hours worked. Forfeiture of vacation, compensatory, or holiday time will not preclude an officer from being paid overtime at the rate of time and a half for those overtime assignments that have been identified as "guaranteed overtime" assignments.

2. Not Agreed. If the Department Head imposes a suspension under this section, the officer may appeal to the Civil Service Commission or to a Hearing Examiner as provided in Section 143.057 Texas Local Government Code.

Section 5. Alternative Discipline by the Department Head.

(a) In considering appropriate disciplinary action involving suspension of at least 37 hours, 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

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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.

(b) 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 or refusing to submit to mandatory alcohol or drug testing.

(c) The officer has the right to appeal to the Civil Service 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.

(d) 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 6. Alternative Discipline by Agreement

(a) 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.

(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) 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 accepts the opportunity for agreed alternative discipline, the officer may not appeal any terms of the Agreement or the disciplinary action. If the officer fails to complete the program of counseling and/or rehabilitation without good cause, the officer may be indefinitely suspended without right of appeal regarding the Agreement or the disciplinary action before any administrative or judicial body.

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(d) In considering whether the officer had good cause for failing to complete the program, the Department Head will consider whether the officer was prevented from completing the program by circumstances not reasonably within his/her control, e.g. serious illness or death in the family, unavailability of the professional.

Section 7. Last Chance Agreement

(a) 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.

(b) The Agreement may include the following provisions in addition to any other provisions agreed upon by the Department Head and the officer.

1. The officer shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
2. 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.
3. 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 regarding the Agreement or the disciplinary action before any administrative or judicial body.

(c) 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 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 Agreement.

(d) If the officer fails to successfully complete the agreed upon program, without good cause, the officer may be indefinitely suspended without right of appeal regarding the Agreement or the disciplinary action before any administrative or judicial body.

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(e) In considering whether the officer had good cause for failing to complete the program, the Department Head will consider whether the officer was prevented from completing the program by circumstances not reasonably within his/her control, e.g. serious illness or death in the family, unavailability of the professional.

Section 8. Officer's Request for Professional Evaluation

(a) Prior to completion of an Internal Affairs investigation or the imposition of any discipline, the officer may independently request an opportunity to be evaluated by a qualified physician, psychiatrist or psychologist in order to seek counseling and/or rehabilitation.

(b) The officer's request will toll the 180-day deadline for imposing discipline under Section 143.052(h) Texas Local Government Code for the duration of time required for the officer to be evaluated and complete any program of counseling and/or rehabilitation.

(c) The officer shall be responsible for paying all costs of the program of the evaluation and counseling and/or rehabilitation which are not covered by the officer's health insurance plan. The evaluation and the program of counseling and/or rehabilitation will be completed on the officer's accrued vacation and/or sick and/or compensatory leave time.

(d) If the officer has insufficient accrued vacation and/or sick and/or compensatory leave time to successfully complete the evaluation and any program of counseling and/or rehabilitation, the officer shall complete the evaluation and/or the program while on unpaid leave.

(e) The Department Head may consider any counseling and/or rehabilitation voluntarily undertaken by an officer under this section before imposing any discipline.

Section 9. Due Process – Loudermill Hearings

(a) The Parties acknowledge the importance of protecting the due process rights of an officer facing any level of formal discipline. The essential components of due process include the officer's right to have adequate notice of the allegations against him/her, the factual basis for the allegations, and an opportunity to be heard by the Department Head prior to the imposition of discipline. This process is also important to the Department Head in determining the nature of the alleged violations, the unique circumstances of the individual officer, the appropriate level of discipline, and the fairness and consistency of disciplinary actions throughout the Department.

(b) Following completion of an Internal Affairs investigation, the Department Head shall conduct the following meetings:

1. Initial Meeting – Delivery of Notice of Proposed Discipline: After review of the Internal Affairs investigation and related documents, the Department Head shall draft a Notice of Proposed Discipline. This document shall contain the text of any Civil

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Service rules, Departmental General Orders, City personnel policies, City ordinances, City Charter provisions, state or federal laws the officer is alleged to have violated, along with a detailed description of how the officer's conduct violated said policies, rules or laws. Any documents or recordings that form the basis for the allegations shall be attached to the Notice as exhibits. The Notice will also state the level of discipline the Department Head is proposing to impose. The Notice of Proposed Discipline is not a public document, is not subject to an open records request and is confidential by law pursuant to section 143.089(g) of the Texas Local Government Code. At the initial hearing, the Notice will be delivered to the officer. The officer's counsel may attend this meeting. The Internal Affairs investigator, the officer's supervisor and the Department's legal advisor will also be present. The meeting will be recorded by the Department Head. The officer or his counsel may also record the meeting. If the officer appears without assistance of counsel, the Department Head will read the full text of the Notice aloud at the meeting. If the officer appears with counsel, the Notice will not be read aloud, but will be delivered to the officer's counsel. After the Notice has been read, or delivered to the officer's counsel, the officer will sign acknowledging receipt of the Notice of Proposed Discipline and have an opportunity to ask any questions. The Department Head will then schedule a date and time for the second meeting. The date of the second meeting will be on the 5th business day following the first meeting. If any necessary party is not available to meet on the 5th business day, the meeting will be scheduled for the next business day when all necessary parties are available, provided that the second meeting must be held no later than the 8th business day after the first meeting.

2. Second Meeting – The Officer's Response: After a period of time during which the officer may review the allegations against him/her and the evidence in support of the allegations, the officer will have an opportunity to present his/her side of the case to the Department Head. The officer may present mitigating evidence, in any form, that he/she believes to be relevant and/or helpful to Department Head in coming to a fair and consistent disciplinary decision. The evidence presented by the officer, to the extent it has not already been publicly released or is considered 'super-public' pursuant to Chapter 552 of the Texas Government Code, is not public information, not subject to an open records request and is confidential by law pursuant to section 143.089 of the Texas Local Government Code. The officer's counsel may be present at this meeting. The Internal Affairs investigator, the officer's supervisor and the Department's legal advisor will also be present. The meeting will be recorded by the Department Head. The officer or his counsel may also record the meeting. After the officer has completed his/her presentation, the Department Head will schedule a date and time for the final meeting. The date of the final meeting will be on the 5th business day following the second meeting. If any necessary party is not available to meet on the 5th business day, the meeting will be scheduled for the next business day when all necessary parties are available, provided that the final meeting must be held no later than the 8th business day after the second meeting.

3. Final Meeting – Disciplinary Decision: After review of the evidence presented by the officer, the Department Head shall carefully consider the allegations and the officer's

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evidence. The purpose of the final meeting is to deliver the Department Head's decision regarding the appropriate level of discipline to be imposed. If formal discipline in the form of a demotion, suspension or an indefinite suspension is to be imposed, the Department Head shall draft a Notice and Order of Demotion, Suspension or Indefinite Suspension, as appropriate, for delivery to the officer at this meeting. This document, including any supporting exhibits, is a public document and is subject to an open records request. Any remedial measure other than a demotion, suspension, or indefinite suspension imposed by the Department Head is confidential by law, pursuant to section 143.089 of the Texas Local Government Code. The officer's counsel may attend this meeting. The Internal Affairs investigator, the officer's supervisor and the Department's legal advisor will also be present. The meeting will be recorded by the Department Head. The officer or his counsel may also record the meeting. If the officer appears without assistance of counsel, and formal discipline is to be imposed, the Department Head will read the full text of the final Notice aloud at the meeting. If the officer appears with counsel, the Notice will not be read aloud, but will be delivered to the officer's counsel. After the Notice has been read, or delivered to the officer's counsel, the officer will sign acknowledging receipt of the Notice and Order. The officer will leave with a signed copy of the Notice and Order.

Section 10. Texas Local Government Code, Section 143.057– Hearing Examiner Retained for Suspensions in Excess of Thirty-Six (36) Hours.

(a) 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 Texas Local Government Code. 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.

(b) It is the express intention of this provision that an officer may not appeal to a Hearing Examiner pursuant to section 143.057, Texas Local Government Code unless the suspension exceeds thirty-six (36) hours, or is an indefinite suspension, or a demotion.

Section 11. Procedures for Hearings Before Commission and Hearing Examiners

(a) It is expressly agreed that Commission hearings and hearings before Hearing Examiners under section 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.

(b) The burden of proof shall be by a preponderance of the evidence.

(c) If the Department calls a witness to testify during a hearing and that witness has given a statement to Internal Affairs regarding the pending case, then the Department will supply a copy of that statement to the officer's counsel at the time the witness is called to testify.

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Section 12. Appeal Procedures Before Hearing Examiners

(a) The Parties recognize and agree that protracted, unnecessary delay of disciplinary appeals to third-party Hearing Examiners dilutes the primary instructive function of the underlying discipline.

(b) The Parties agree that the following procedures are intended to promote the efficient and effective conclusion of such appeals.

1. The Parties agree to select a third-party Hearing Examiner:

    a. by agreement, no later than ten (10) business days from the date the officer's notice of appeal is filed with the Director of the Civil Service Commission, or

    b. from a list of seven (7) Hearing Examiners provided by the American Arbitration Association. The Director will request the list within ten (10) business days of receipt of the officer's notice of appeal. The Director will send the list by email to the officer's counsel and counsel for the City within ten (10) business days of receipt. The selection process will be completed no later than ten (10) business days from the date the list is received by counsel, using a process of alternately striking names from the list, with the officer's counsel making the initial strike.

2. Failure by the officer's counsel to comply with the requirements of subsection (1)(a) or (1)(b) of this Section 12 shall be deemed a withdrawal of officer's appeal.

3. 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 prior to the start of the hearing.

4. The officer may furnish a position statement to the Hearing Examiner by delivering copies to the Hearing Examiner and the Department far enough in advance so that the Hearing Examiner and the Department receive the copies at least five (5) business days prior to the start of the hearing.

5. At the close of the presentation of evidence to the Hearing Examiner, the Hearing Examiner shall render a decision within thirty (30) business days.

6. Post-hearing briefs shall only be allowed by mutual agreement of the Parties, and shall be sent simultaneously to both the Hearing Examiner and the opposing side using the same mutually agreed method.

7. Expenses - It is agreed that the City and the officer disciplined under this Article shall equally share the expenses associated with a third-party Hearing Examiner. The cost

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of an expert witness or any other witness not employed by the City is to be paid by the Party that subpoenas that witness. In the event a Party desires a court reporter, that Party shall bear 100% of that cost. 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 the Civil Service Commission his/her share of the fees three (3) 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 fees for a hearing exceed 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.

Section 13. Jurisdiction of Hearing Authority to Modify Discipline

(a) In addition to the authority provided by section 143.053 Texas Local Government Code, the Parties agree that the Civil Service Commission, or a Hearing Examiner appointed pursuant to section 143.057 Texas Local Government Code and the provisions of this Agreement, shall have the authority to impose a disciplinary suspension of any length of time, including suspensions in excess of fifteen (15) days, and time already served between the imposition of discipline and the appeal decision.

(b) It is the specific intent of the Parties to override the judicial limitation imposed on the authority of the Commission or Hearing Examiner by the case styled *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex.2010), which restricts the jurisdiction of the hearing authority to imposing only indefinite suspensions, temporary suspensions of fifteen (15) calendar days or less, or restoring the officer's former position.

(c) It is not the intent of the Parties to modify any right or privilege of further appeal or appellate review that is otherwise authorized by law to review the decision of the Commission or Hearing Examiner.

ARTICLE 15
Adoption of Local Rules

Section 1. Intent. The Parties agree to avoid redundancy and unnecessary complication of the Rules and Regulations of the City of Temple Police Officers' and Fire Fighters' Civil Service Commission ("Local Rules") by waiving any requirement to incorporate the provisions of a meet and confer agreement into the Local Rules.

Section 2. General Guidelines. The meet and confer process results in provisions that govern specific the Temple Police Department. The ratified meet and confer agreement supersedes and pre-empts provisions of Chapter 143 of the Texas Local Government Code as allowed by Chapter 142 of the Texas Local Government Code. To avoid redundancy and unnecessary complication of the Local Rules, the City of Temple's Civil Service Commission is not required to incorporate the provisions of a ratified meet and confer agreement into the Local Rules. The

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meet and confer agreement, once ratified, will comprise separate, superseding rules and regulations that are binding upon the Parties.

ARTICLE 16
Grievance Procedure

Section 1. Intent and Scope of Procedure. The Parties acknowledge 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. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matter for which the right of appeal or review is afforded by Chapter 143 of the Texas Local Government Code are excluded from the scope of this Article.

Section 2. Application of Procedure

(a) If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or the Association President's designee, should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department Head or his designee.

(b) A police 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 Executive Board.

(c) Each dispute shall be submitted in writing, and must include, at a minimum, the following information:
   1. a brief statement of the dispute, and the facts or events on which it is based;
   2. the section(s) of the Agreement alleged to have been violated;
   3. the remedy or adjustment sought, and
   4. the bargaining unit member's signature or, if filed by the Association Executive Board, the signature of the Association President or his designee.

(d) Any claim or dispute by a police officer or group of police officers 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 Executive Board within fifteen (15) business days of the date when the officer(s) knew or reasonably should have known of the claim. Disputes by the Association Executive Board or police officer shall proceed as follows:

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Step 1. An aggrieved police officer must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the police officer knew of or reasonably should have known of the facts giving rise to the dispute. A copy of the notice or receipt of the dispute shall be forwarded to the Department Head by the Association Executive Board within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute.

If the Association determines that no dispute exists, the grievance will be deemed denied, and the Association shall notify the Department Head in writing that no further proceedings will be necessary. If the Association Executive Board determines that the dispute is valid, the Association will notify the Department Head of such, and forward a copy of the grievance to the Department Head within fifteen (15) business days after their determination.

Step 2. Any grievance found to be valid by the Association Executive Board shall be submitted to the Department Head within fifteen (15) business days of the Step 1 decision. After receipt of the dispute, the Department Head shall, within fifteen (15) business days, submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department Head, the grievance is deemed denied and will proceed to Step 3.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board shall advance the dispute in writing to the City Manager or his/her designee within fifteen (15) days from receipt of the Step 2 decision by the Department Head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board and the Department Head within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in Step 3, either Party shall have the right to seek mediation of the dispute by requesting the same in writing within fifteen (15) business days from the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service, or before a mutually agreed mediator. The mediation shall be held in available City of Temple facilities.

Step 5. If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date mediation concludes to determine whether it will pursue the dispute under this Article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department Head and the City Manager within three (3) business days of that election.

Section 3. Arbitration Option.

(a) The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory

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application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code.

(b) The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This represents an agreement by the Parties to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration.

(c) The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either Party shall have a limited right of appeal from an arbitration award in the Courts, solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

(d) If a dispute is submitted to arbitration, within seven (7) business days, the Department Head and/or the City and the Association may mutually agree on the selection of an arbitrator or, if unable to agree, within thirty (30) days shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The process will be as follows: the Association shall strike the first name under this article with the first dispute brought under this Article. Thereafter, the first strike shall alternate between the Parties. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his replacement. The remaining members of the panel will continue to serve for the duration of the Agreement. The arbitration should be held at the earliest available date, but may be continued for good cause shown, or upon mutual agreement.

(e) Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a Party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing Party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The Parties, in writing, may request discovery from each other concerning the grievance. Should the opposing Party not agree to provide the requested information within seven (7) calendar days of the request, the request shall be deemed denied. The requesting Party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting Party, the amount of time available prior to the hearing, and such other matter

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as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed to by the Parties.

(f) The hearing shall be held in available facilities of the City of Temple and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. 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 and the arbitrator's written decision shall be based on a preponderance of the evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs, if applicable.

Section 4. Decision Final and Binding.

(a) If arbitration is selected, 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.

(b) The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties.

(c) 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.

Section 5. Mutual Extension. All deadlines within this article may be extended by mutual agreement of the Parties.

Section 6. Grievances of Non-Association Members. Grievances of Non-Association members must follow the same procedure outlined by this article. A Non-Association member is entitled to be represented by counsel at the hearing at his or her own expense. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include costs for payment of Arbitrator fees, counsel fees, and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedures as outlined in chapter 143 of the Local Government Code, or those procedures set out elsewhere in this Agreement.

Section 7. Association Compliance with Agreement. If the Association fails to comply with and adhere to its respective obligations under this Agreement, the City shall notify, in writing, the Association of the alleged failure. No breach of the Agreement may be found to have

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occurred if the alleged failure by the Association is remedied within thirty (30) business days of the receipt of such notice. If the Association does not remedy the alleged failure within thirty (30) days of the receipt of such notice, the City may (i) terminate this Agreement by the delivery of written notice to the Association; (ii) enforce specific performance of the Agreement; and/or (iii) pursue any remedies available to it at law or in equity.

ARTICLE 17
Savings, Term, Preemption, and Funding Obligation Clauses

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

Duration of Agreement.
This Agreement shall become effective after ratification by the affected employees pursuant to a vote conducted by the Temple Police Association and upon approval by the City Council after compliance with any procedural or publication requirements imposed by law. It shall continue in effect until September 30, 2026 provided however, the Agreement may be extended by mutual consent of the Parties. The Parties may open negotiations on any existing article annually during the duration of the agreement by mutual consent of the parties.

Preemption.
The provisions of this Agreement preempt all contrary local ordinances, administrative directives, 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 the Agreement that any express written provision that provides for a procedure, standard, or practice other than what is provided for in Subchapter D, Chapter 143 of the Texas Local Government Code is intended to override the applicable statutory provision as allowed by Subchapter C, Chapter 142 of the Texas Local Government Code.

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 and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7.

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In making funding determinations in the second and subsequent fiscal years of this Agreement following ratification, the City Council may consider operational and administrative costs including its debt service obligations, the increases in other employee personnel cost, and the obligations arising under this Agreement.

If at any time it is determined by the City that it would not be able to meet its financial obligations hereunder after considering the above factors, the Association and the City mutually agree to renegotiate the financial provisions of this Agreement. The City and Association agree to meet no later than thirty (30) days from the date the parties become aware of a funding issue that negatively impacts any of the City's financial obligations under this Agreement for the purpose of renegotiating the individual provisions affected. If, ninety (90) calendar days after these negotiations begin, no agreement has been reached on those provisions, this Agreement shall terminate and be null and void in its entirety.

In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet the City obligations hereunder, 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 ninety (90) calendar days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT AS AMENDED SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS 1 DAY OF December, 2025.

THE CITY OF TEMPLE

DocuSigned by:
Brynn Myers
E37CE5415DD84F8...

Brynn Myers, City Manager
Temple City Manager

Signed by:

ATTEST:

DocuSigned by:
Jana Lewellen
BEC0FCD886A84BA...

TEMPLE POLICE ASSOCIATION

DocuSigned by:
Wesley Carr
EF3004B05E884F6...

James Carr, President
Temple Police Association

APPROVED AS TO FORM:

DocuSigned by:
Nanette Rodriguez
F2B80334F644440...

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Jana Lewellen
City Secretary

City Attorney's Office