

RESOLUTION NO. 091322-AD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GEORGETOWN, TEXAS, RATIFYING A REVISED MEET AND
CONFER AGREEMENT WITH THE POLICE BENEVOLENT
ASSOCIATION OF GEORGETOWN PURSUANT TO SECTION
142.064 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City of Georgetown recognizes and respects the invaluable public safety service that the employees of the Police Department provide for the citizens of Georgetown.

WHEREAS, an open dialogue regarding Police Department concerns contribute to the continued success of the department; and

WHEREAS, the City of Georgetown desires to facilitate strong relationships with its employees toward the common goal of providing superior public safety for our citizens; and

WHEREAS, the City of Georgetown and the Police Benevolent Association of Georgetown have created an agreement that is beneficial to both parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
GEORGETOWN TEXAS:

SECTION ONE. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as is copied verbatim.


SECTION TWO. The City Council hereby ratifies a Meet and Confer Agreement with the Police Benevolent Association of Georgetown pursuant to Section 142.064 of the Texas Local Government Code.

SECTION THREE. The Mayor is hereby authorized to sign this Resolution and the City Secretary to attest.

SECTION FOUR. This Resolution shall become effective on September 13, 2022.

PASSED AND APPROVED on the 13th day of September, 2022.

ATTEST:


Robyn Densmore, City Secretary

CITY OF GEORGETOWN, TEXAS


Josh Schroeder, Mayor

APPROVED AS TO FORM


Skye Masson, City Attorney

**Meet and Confer Agreement Between
The City of Georgetown
and
The Police Benevolent Association of
Georgetown**

**July 24, 2019 through September 30, 2024
Revised: September 13, 2022**

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Police Benevolent Association of Georgetown and the City of Georgetown.
2. "Association" means the Police Benevolent Association of Georgetown, its elected leaders and its collective membership.
3. "City" means the City of Georgetown, its mayor, city council members, city manager, police chief and those persons designated by the City of Georgetown to manage the city and its police department.
4. "Commission" means the City of Georgetown Police Officers' and Police Officers' Civil Service Commission.
5. The term "Department" means the Georgetown Police Department.
6. The term "Department head" means the Chief of the Georgetown Police Department, designee, or an acting Chief of the Georgetown Police Department.
7. "Leadership Team" refers to the Leadership Team specified in Police Department Policy 105 Standing Committees
8. "Parties" means the City of Georgetown and the Police Benevolent Association of Georgetown.
9. The term "Police Officer" means a member of the Georgetown Police Department serving in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.

ARTICLE 1
RECOGNITION

The CITY OF GEORGETOWN recognizes the POLICE BENEVOLENT ASSOCIATION OF GEORGETOWN as the sole and exclusive bargaining agent for the covered Police Officers described in the petition for recognition, excluding the head of the Police Department and Assistant Police Chief(s).

ARTICLE 2
REPRESENTATION ON THE LEADERSHIP TEAM

The Association President shall be provided a position on the Leadership Team and the President will also have the authority to appoint one (1) additional member of the department to the team.

Both the President and the appointee shall be fully participating members of the Leadership Team and perform the same duties as all other members.

The Department Head shall reserve the right to rescind this representation at any time. However, representation will not be affected regarding Article 3 (Hiring Process) of this agreement.

ARTICLE 3 HIRING PROCESS

Section 1. Hiring Process

The Parties agree that the Department head possesses the discretion and authority to establish entry level selection procedures which need not be the same as those established by Chapter 143 and the Department head possesses authority under this article to entirely or partially supplant, delete, supplement or modify sections 143.021(c), 143.022, 143.023, 143.024, 143.025, 143.026, 143.027, and 143.041 of the hiring process subject to the following conditions:

- The Leadership Team shall be tasked with developing an alternative hiring and probationary process to be submitted to the Department Head for approval. If not approved, the Department Head shall communicate their concerns and the Leadership Team shall address those concerns and resubmit the proposed hiring procedure.
 - For the exclusive purposes of this article, *Policy 105 Standing Committees*, shall remain consistent with the policy reflected in Appendix "D", with the exception that civilian members of the Leadership Team shall not be entitled to vote on items specifically related to the Hiring Process outlined within this article. This shall also be the version of the SOP utilized for the duration of this agreement.
- Should the Department Head eliminate the Leadership Team, modify *Policy 105 Standing Committees*, or alter the scope of the Leadership team, the version of *Policy 105 Standing Committees* in effect on the date of ratification shall be used for the exclusive purposes of developing an alternative hiring process as outlined herein.
- In the event that the Department Head and the Leadership Team reach an impasse on alternative hiring procedures, the hiring process outlined within Texas Local Government Code 143 shall be re-enacted.
- In the event the Department Head rescinds the Association's general representation on the Leadership Team as outlined in Article 2, the Association President plus his or her appointee shall be added to the Leadership Team for the exclusive purposes of this Article.
- In the event the revised hiring procedure is implemented and used during the term of this Agreement, further revisions may be made by the Leadership Team at the request of the Department Head.

The Parties agree that the City retains responsibility for the hiring process and any liability for the hiring process.

Section 2. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this Agreement as to any hiring process which has been commenced, as determined by the Department Head, in substantial reliance upon the provisions of this Article. Any pool of eligible candidates created under the terms of this Article will remain in effect for twelve (12) months from the date of creation, notwithstanding the expiration of this Agreement, unless exhausted prior to the expiration of twelve (12) months or unless the duration of the list is set for six (6) months.

Section 3. Statutory Override

This Article modifies sections 143.021(c), 143.022, 143.023, 143.024, 143.025, 143.026, 143.027 and 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 4 COMPENSATION

Section 1. Base Pay Philosophy

The City recognizes that the recruitment and retention of highly capable and professional Police Officers is essential to the success of the Georgetown Police Department. As such, it is the desire of the City to maintain a pay philosophy that considers the average pay for Police Officers as reflected in Section 3(a). The parties recognize financial limitations may face the City in challenging economic periods. Section 3(c) of this Article reflect the Parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

Section 2. Comparator Cities

Austin, Cedar Park, Leander, New Braunfels, Pflugerville, Round Rock, San Marcos, Sugar Land, and Williamson County shall continue to be used as comparator cities for the salary survey to be conducted each year of this agreement. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of each survey will be reviewed with Association leadership. Based on the survey information of the comparator cities, the average of base pay for minimums with the addition of a 2% aging factor for each rank shall be calculated and proposed for approval as a part of the budget process.

Section 3. Compensation Proposal Calculation

(a) Compensation for the ranks of Police Officer, Sergeant, Lieutenant, and Commander shall be proposed on the basis of the following calculations. The recommended base pay scale shall be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the nine (9) comparator organizations as specified in this Agreement with the addition of a 2% aging factor. The recommendation will propose that the minimum base pay for each rank will receive an increase (should an increase be required) to match the survey average for base pay minimums with the addition of a 2% aging factor.

(b) The pay plan recommended for implementation in January of 2023 reflects an updated tenure-based methodology agreed to by the City and the Association. For the purpose of this article, tenure means the total accumulated service (in full years) in all civil service classification(s) within this Department including lateral entry credit per article eight (8) of this agreement. The pay plan is attached as an Appendix to this agreement and includes the following elements and procedures:

- To allow overlap between ranks;
- Upon implementation, individuals move to the step reflective of their tenure;
- To increase pay acceleration at early steps within the Police Officer and Sergeant ranks;
- Individuals stepping up to a higher class role as defined by departmental policy will be placed in the higher class rank reflective of their tenure;

- Individuals that are promoted post-implementation will be placed in the new rank at the step reflective of their tenure.; and
- Demotions will result in decrease to step reflective of their tenure.

(c) Future fiscal years - In future years, FY 20/21 and beyond, the City commits to, at a minimum, proposing Sixty percent (60%) of the market gap using the following methodology:

The recommended base pay scale shall continue to be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the nine (9) comparator organizations as specified in this Agreement. The recommendation will propose that the minimum base pay for each rank will receive an increase (should an increase be required) to match the survey average for base pay minimums.

City staff shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above.

Recommendations will include implementation during the first full pay period in October, unless otherwise determined by both parties through the Association Leadership discussions.

Section 4. Override

This Article modifies 143.041(b) and 143.038 of the Texas Local Government Code.

Section 5. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in Section 3 between the first pay period of the fiscal year and the first pay period of July of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments 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 ongoing revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in each preceding fiscal year respective to each year of the Agreement, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increases recommended under this Article may be reduced accordingly.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election,

the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

ARTICLE 5 CERTIFICATION/EDUCATION PAY

Section 1. Certification/Education Pay

The parties agree that certification and education incentives help in attracting and retaining highly capable and professional Police Officers. It is also understood that in order to promote to higher ranks within the Department, college hours or a degree may be required.

As such, the Certification/Education Pay plan outlined in Appendix "B", reflecting monthly incentive amounts, shall become effective October 10, 2016.

Individuals shall not be eligible to obtain incentive pay for both certification and education. Should an individual submit proof of eligibility for both certification and education, the greater incentive amount of the two shall apply.

Individuals interested in applying for Certification/Education Pay must follow the guidelines set forth in Police Department Policy. Monthly incentives shall be divided and distributed bi-weekly.

Section 2. Statutory Override

This Article modifies section 143.044 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 6 ASSIGNMENT PAY

Section 1. Assignment Pay

The parties agree that certain specialized roles performed by Police Officers and assigned by the department head should receive assignment pay.

Section 2. Guidelines

As such, the following Assignment Pay plan, reflecting monthly incentive amounts, shall become effective October 28, 2019 and reflected on the November 15, 2019 paycheck.

Eligible Assignments:

- SWAT \$150/MONTH
- MOTORS \$150/MONTH

Individuals shall not be eligible to obtain multiple assignment pays simultaneously. All assignments are at the discretion of the department head.

Section 3. Statutory Override

This Article modifies section 143.042 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 7 STANDBY PAY

Section 1. Standby Pay

Civil Service employees in certain roles are required to be available in standby status as part of their job. Civil Service law does not currently allow for standby pay. It is the desire of the City and Association to make the current City Standby Pay policy, currently policy number 211, applicable to Police Officers as designated by the department head based on their role.

Standby pay will take effect for employees designated by the department head beginning no sooner than October 28, 2019 and reflected on the November 15, 2019 paycheck.

This article will remain in effect for the duration of this agreement, regardless of whether the policy number is changed.

Section 2. Statutory Override

This Article modifies section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 8 LATERAL ENTRY PROGRAM

Section 1. Purpose

This program will help recruit qualified applicants for the position of Entry-Level Police Officers.

Section 2. Definitions

- 1) Qualifying Agency:
 - a) A municipal law enforcement agency with 911 service response and a population of 10,000 or greater as determined by the census or other official population estimates at the time the candidate was employed with the qualifying agency; or
 - b) A county law enforcement agency with 911 service response and a population of 50,000 or greater as determined by the census or other official population estimates at the time the candidate was employed with the qualifying agency; and
 - c) The department head may consider commuter or tourist population estimates provided by the candidate, from an official source, in lieu of official population estimates; and
 - d) The department head will make any qualifying agency final determinations.
- 2) Experience as a certified peace officer:
 - a) Sworn service must have been with an agency that operates in a 911 system and the candidate enforced laws, investigated crime, made arrests, responded to calls for service, carried a firearm, and used discretion as part of the assigned duties;
 - b) Sworn service in a non-law enforcement capacity does not qualify. For purposes of this policy, a non-law enforcement capacity includes Deputies or Constables who work in jails, courtrooms, or communications;
 - c) Specialized law enforcement agencies do not qualify for lateral entry regardless of sworn status. This includes but is not limited to: transit police, campus police, housing authority police, department of corrections, park rangers, private police, health district police, etc.

Section 3. Eligibility Requirements

Applicants must:

- 1) Have a minimum of one (1) year paid, full-time experience as a certified peace officer at a qualifying agency. One year begins at the time the candidate is commissioned by the qualifying agency;
- 2) In-state applicants must be certified by the TCOLE at time of entry examination date and out-of-state applicants must challenge and pass the TCOLE state exam before a final job offer is made by the department head;

- 3) Must not have a break in service as a peace officer of more than two years from the time the candidate left a qualifying agency to the entry examination date;
- 4) Service time, for determining the starting salary, can include multiple agencies, if breaks in service are less than thirty days and all previous agencies meet the required criteria;
- 5) Service time credit begins at the time the candidate is commissioned by the qualifying agency as recognized by TCOLE or out of state licensing agency; and
- 6) Must successfully complete all civil service and/or internal hiring requirements under article 3 of this agreement.

Section 4. Guidelines

- 1) The Lateral Entry Program is for pay purposes only. Lateral entry requirements are separate from promotional eligibility requirements.
- 2) The determination regarding whether an applicant qualifies for lateral entry will be made during the Chief's interview portion of the selection process and communicated to the applicant at time of conditional job offer.
- 3) Applicants hired under this program will be placed upon entry at the step in the department's step schedule based on whole years of eligible experience, up to and including step ten (10). The officer will then progress through the steps as he/she completes his/her years of service.
 - a) Upon adoption of this agreement, currently employed officers of the Department who would have met the above listed eligibility requirements and who were hired after October 14, 2014 will be advanced on the step schedule to the step commensurate with their years of experience. This movement will be effective on January 2, 2023 and does not include the addition of prior years of experience with the current step level.
- 4) Longevity-Pay will be calculated in the same manner as all other police officers. No credit will be given to completed years of service in other law enforcement agencies.
- 5) Officers hired under this program must also complete a one (1) year probationary period in accordance with Chapter 143 of the Texas Local Government Code, or modified timeframe as allowed under article 3 of this agreement.
- 6) The department head shall make the final determination of whether an applicant meets the eligibility requirements of the Lateral Entry Program. The department head's final determination of whether an applicant meets the eligibility requirements of the Lateral Entry Program shall be final and non-appealable to the Civil Service Commission or to any court.

Section 5. Statutory Override

This Article modifies section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 9
BADGE AND GUN AT RETIREMENT

An officer who honorably retires after a minimum of ten (10) consecutive years, immediately preceding his/her retirement from the Georgetown Police Department, shall be awarded a retirement badge and his/her duty handgun, under the following conditions:

1. A formal transfer of ownership shall occur, so that the CITY disclaims all responsibility and liability for the retiree's use of the duty handgun. If requested by the CITY, the retiree shall execute a waiver of liability;
2. The retiree shall not hold himself/herself out to be an active Georgetown Police Officer;
3. "Honorably Retire" means that an officer retired in good standing, as determined by the department head, was not subject to a performance improvement plan at time of retirement and was not under investigation at the time of retirement, or the allegation was not sustained after retirement.

ARTICLE 10 PROMOTIONAL PROBATIONARY PERIOD

Section 1. Purpose

Promoted employees shall serve a one (1) year probationary period upon their appointment to their new position. The department head may demote any employee during their promotional probationary period; however, prior to any such demotion, reasonable effort shall be made to ensure the success of the promoted employee, including placement of the employee on a performance improvement plan as deemed appropriate by the department head. Demotions made by the department head pursuant to this provision take effect immediately and are not subject to the demotion process of Chapter 143 of the Texas Local Government Code.

During the probationary period the process shall include but not limited to:

- (a) HR training
- (b) Two (2) day in-house administrative training (Blue Team, OSSSI, Guardian, etc.)
- (c) TCOLE mandated new supervisor training
- (d) Mentorship program

Section 2. Demotion Appeal Rights

Should the department head demote an officer for cause as cited above, a demotion may be appealed to the Civil Service Commission only. The decision of the Civil Service Commission is final and binding to both parties.

Section 3. Promotional Appointments

The department head shall appoint candidates from the appropriate eligibility list pursuant to Chapter 143 of the Texas Local Government Code; additionally, the department head may pass-over a candidate if within the two (2) years immediately preceding the date of the written promotional exam, the candidate has been subject to the following:

- (a) A temporary suspension of 24 hours or more; or
- (b) A demotion whether voluntary or involuntary.

If a candidate on the eligibility list is passed-over for the above stated reasons (a) or (b), the candidate shall have no right of appeal regarding the pass-over.

Section 4. Statutory Override

This Article modifies section 143.054 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive

orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 11
REPRESENTATION ON BENEFITS COMMITTEE

The Association may appoint one (1) member to the City's Benefits Committee. That appointee shall be a fully participating member of the Committee and perform the same duties as all other members of the Committee.

ARTICLE 12
ASSOCIATION ACCESS TO NEW HIRES

The Association shall have the exclusive right to be permitted to meet with new officers during the employee orientation only to ensure they have received a copy of the agreement and to be able to explain and answer questions about the agreement.

ARTICLE 13 BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association.

Section 2. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all city policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE 14

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. 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 matters 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

If the Association has a dispute with the City regarding this Agreement, the Association Executive Board, or Association's 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 designee.

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.

Each dispute shall be submitted in writing, and must include, at minimum, the following information:

1. a brief statement of the dispute and the facts or events on which it is based;
2. the sections(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 designee.

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 employee knew or reasonably should have known of the claim. Disputes by the Association Executive Board, or Police Officer shall proceed along the following steps:

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 should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Executive Committee 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 it 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, it will notify the Department head of such and forward a copy of the grievance to the Department head within fifteen (15) business days after determination.

Step 2. Any dispute 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 the next step as indicated.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within fifteen (15) business days from receipt of the Step 2 decision of the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board 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 either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within fifteen (15) business days from the Department head's response or 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 facilities of the City of Georgetown.

Step 5. If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date of mediation 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 City Manager.

Section 3. Arbitration Option

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 application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. 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 additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement 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. 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.

If a dispute is submitted to arbitration, within seven (7) business days, the Department head and/or City and the Association may mutually agree on the selection of an arbitrator or if unable within 30 days, 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. The panel list is attached as Appendix "C" to this Agreement. 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.

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

The hearing shall be held in available facilities of the City of Georgetown 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 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

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. 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. 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 by the Parties.

Section 6. Grievances of Non-Association Members

Grievances of Non-Association members must follow the same procedure outlined by this article. 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 cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedure as outlined in chapter 143 of the Local Government Code.

ARTICLE 15
TERM OF AGREEMENT

This Agreement shall have an effective date of July 24, 2019, and shall remain in full force and effect through September 30, 2024. This agreement may be extended by written mutual agreement.

ARTICLE 16
SAVINGS CLAUSE, PREEMPTION PROVISION,
AND COMPLETE AGREEMENT CLAUSE

Section 1. Savings Clause

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

Section 2. Preemption Provision

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Georgetown, Texas; and Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission for the City of Georgetown, Texas. This preemption provision is authorized by section 142.067 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement. This Agreement supersedes and replaces all prior agreements and understandings between the Parties, including but not limited to the Meet and Confer Agreement between the city of Georgetown and the Police Benevolent Association of Georgetown with an effective date of October 1, 2016.

SIGNATURES AND EXECUTION PAGE


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

THE CITY OF GEORGETOWN, TEXAS

(Approved by Georgetown City Council on 13th of September, 2022)

By: 
DAVID MORGAN
CITY MANAGER

Dated: 9/13/22

By: 
ROBYN DENSMORE
CITY SECRETARY

Dated: September 13, 2022

By: 
CORY TCHIDA
POLICE CHIEF


Dated: September 13, 2022

By: 
STEVE MASSON
CITY ATTORNEY

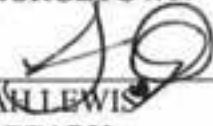
Dated: September 13, 2022

THE POLICE BENEVOLENT ASSOCIATION OF GEORGETOWN

(Ratified by PBAG Membership on _____ of _____, 2022)

By: 
MATTHEW ROBEY
PRESIDENT
POLICE BENEVOLENT ASSOCIATION
OF GEORGETOWN

Dated: 9-22-2022

By: 
SARAH LEWIS
SECRETARY
POLICE BENEVOLENT ASSOCIATION
OF GEORGETOWN

Dated: 9-19-2022

APPENDIX A JANUARY 2023 PAY PLAN

Police Payscale Effective 1/2/23

2% aging market													
Classification		0	1	2	3	4	5	6	7	8	9	10	11
Police Officer	Annual	\$61,817	\$64,698	\$67,923	\$70,650	\$73,478	\$76,415	\$ 79,472	\$81,856	\$84,312	\$86,420	\$88,581	\$90,796
Police Sergeant	Annual			\$84,282	\$87,653	\$91,159	\$93,894	\$96,711	\$99,612	\$102,600	\$105,165	\$107,794	\$110,489
Police Lieutenant	Annual				\$97,026	\$99,937	\$102,935	\$106,023	\$109,204	\$112,480	\$115,854	\$119,330	\$122,910
Police Commander	Annual				\$111,058	\$114,390	\$117,822	\$121,357	\$124,998	\$128,748	\$132,610	\$136,588	\$140,688

	0	1	2	3	4	5	6	7	8	9	10	11
Police Officer		5.10%	1.00%	4.00%	4.00%	4.00%	4.00%	3.00%	3.00%	2.50%	2.50%	2.50%
Police Sergeant				4.00%	4.00%	1.00%	3.00%	3.00%	3.00%	2.50%	2.50%	2.50%
Police Lieutenant					3.00%	3.00%	1.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Commander					3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

APPENDIX B
CERTIFICATION/EDUCATION PAY

<u>Education</u>	<i>Georgetown New</i>
Associates	\$ 100
Bachelors	\$ 200
Masters	\$ 250
<u>Peace Officer Certification</u>	
Intermediate	\$ 50
Advanced	\$ 100
Masters	\$ 150

APPENDIX C
PANEL OF ARBITRATORS

Norman Bennett
Donald Goodman
John Barnard
Mark Sherman
John Allman
Louis Berman Wolitz

APPENDIX D

POLICY 105 STANDING COMMITTEES



GEORGETOWN POLICE DEPARTMENT

POLICY MANUAL

105 STANDING COMMITTEES

105.1 PURPOSE AND SCOPE

The policy sets forth the established standing committees of the Department.

105.2 STANDING COMMITTEES

The following standing committees exist within the Department:

- 1) Leadership Team
- 2) Fleet
- 3) Uniform/Equipment
- 4) Special Events/Ceremonies

105.3 LEADERSHIP TEAM

The Georgetown Police Department Leadership Team has been established by the Chief of Police as a leadership development tool. The purpose of the team is to act as an advisory group to the Chief of Police and to assist with decision-making on various issues affecting policy, procedure, internal processes, problem-solving, and working condition issues. The Leadership Team operates independently of the chain-of-command and with the authority of the Chief of Police.

VISION:

The Leadership Team is a unique leadership development opportunity dedicated to pursuing the organizational vision statement by means of actionable work product developed through empowerment, collaboration, and valuing input from across the organization.

MISSION:

To serve as a leadership committee for the Chief of Police.

105.3.1 TEAM COMPOSITION AND TERMS

The Leadership Team will be co-chaired by the Assistant Chief of Police and the Police Association President representing the majority of sworn personnel pursuant to §142.054 of the Texas Local Government Code. In the absence of the Assistant Chief of Police and the Association President the meeting will be rescheduled. The Association president shall be a voting member of the committee. The Assistant Chief shall be a non-voting member.

105 STANDING COMMITTEES

The remaining members will consist of the following:

- 1) elected member (sworn)
- 2) elected member (sworn)
- 3) elected member (civilian)
- 4) elected member (Communications only)
- 5) At-large member appointed by the Chief of Police (sworn)
- 6) At-large member appointed by the Chief of Police (sworn)
- 7) At-large member appointed by the Chief of Police (civilian)
- 8) At-large member appointed by the Association President (sworn or civilian)
- 9) Administrative Lieutenant (position specific, non-voting)

With the exception of the Assistant Chief of Police, the Association President, the Association President's appointee, and the Administrative Lieutenant, each member of the Leadership Team should serve a two-year term before the consideration of a new appointment is made. New appointments should be staggered to prevent the entire Leadership Team transitioning at one time. The Leadership Team shall establish a reasonable election/appointment schedule and submit to the Chief of Police for approval.

105.3.2 DUTIES AND RESPONSIBILITIES

When appropriate, the Chief of Police may refer various items to the Leadership Team for review and recommendation. The Leadership Team will research, discuss, reach consensus, and submit a written recommendation on matters referred to it by the Chief of Police. They will determine the method of their own decision-making process.

The Leadership Team will meet as needed to discuss assignments. The Assistant Chief of Police will determine meeting times and format. Five (5) of the nine (9) voting members of the Leadership Team must be present in order to establish a quorum. The Assistant Chief of Police will be a non-voting member; however, may vote in the case of a tie.

In order for a Leadership Team position and/or recommendation to be validated, a simple majority vote by a quorum must be made. However, when appropriate the Chair or their designee may utilize other means necessary to record member votes in a timely manner.

All final recommendations from the Leadership Team shall be submitted directly to the Chief of Police. The final authority for implementing recommendations rests with the Chief of Police.

The Leadership Team may be assigned to assess, evaluate, and make recommendations related to, but not limited to, the following:

- 1) policy and procedures
- 2) hiring/recruiting strategies

105 STANDING COMMITTEES

- 3) uniforms and equipment
- 4) awards, decorations, and special events/ceremonies
- 5) Department marketing and branding strategies
- 6) employee suggestions and proposals
- 7) strategic planning
- 8) working conditions
- 9) other items assigned by the Chief of Police

The Assistant Chief or designee will submit items of discussion/action to team members in advance of scheduled meetings for review and/or consideration. Leadership Team members are a cross representation of the Department and should seek input and discussion with their peers relative to issues up for consideration and action. The Leadership Team members are elected to serve as representatives of the Department. As such, members are encouraged to communicate and seek substantive feedback related to topics affecting the Department as a whole.

Any number of subcommittees may be created at the discretion of the Assistant Chief. Non-Leadership Team members may serve on subcommittees.

105.3.3 REMOVAL FROM THE LEADERSHIP TEAM

At the sole discretion of the Chief of Police, any member may be removed from the Leadership Team if the Chief determines the removal is in the best interest of the Department. Examples of circumstances which might necessitate removal would include: repeated failure to attend meetings, failure to make meaningful contributions, failure to complete assignments, recent discipline issues, etc.

105.4 FLEET COMMITTEE

This committee will consist of members from each patrol shift and a representative from the Leadership Team. This committee is chaired by the Field Operations Bureau Commander.

105.4.1 DUTIES AND RESPONSIBILITIES

Members will research, discuss, reach consensus, and submit a written recommendation on matters regarding vehicles utilized by the police department. They will determine the method of their own decision-making process.

105.5 UNIFORM/EQUIPMENT COMMITTEE

This committee will consist of members from each patrol shift and a representative from the Leadership Team. This committee is chaired by the Field Operations Bureau Commander.

105 STANDING COMMITTEES

105.5.1 DUTIES AND RESPONSIBILITIES

Member will research, discuss, reach consensus, and submit a written recommendation on matters regarding uniforms and/or equipment, as it relates to peace officers. They will determine the method of their own decision-making process.

105.6 SPECIAL EVENTS/CEREMONIES COMMITTEE

This committee is chaired by the executive assistance to the Chief of Police. To further the success of this committee, there may be a member from the Leadership Team on the committee.

105.6.1 DUTIES AND RESPONSIBILITIES

Members of this committee will be responsible for scheduling, organizing/planning, set up and break down of special events/ceremonies (i.e. retirements, appreciation events, etc.) as it applies to Department personnel.