

**FISCAL YEAR 2025-26
MEET AND CONFER AGREEMENT
by and between the
CITY OF LUBBOCK, TEXAS
and the
LUBBOCK PROFESSIONAL POLICE ASSOCIATION**

ARTICLE 1. IDENTIFICATION OF THE PARTIES

- a. The parties to this Agreement are the City of Lubbock, Texas, (“City”) and the Lubbock Professional Police Association (“LPPA” or “Association”).
- b. The City is a home rule municipality organized under the law of the State of Texas. It holds all those powers, privileges, duties, and obligations allowed to home rule municipalities under the Constitution and the Laws of the State of Texas. The City maintains and operates the City of Lubbock Police Department (“Department” or “LPD”).
- c. The LPPA is an Association qualifying under Chapter 142, Texas Local Gov’t Code (“TLGC”).
- d. The City and the Association may be referred to jointly as the “Parties”.

ARTICLE 2. RECOGNITION CLAUSE

- a. The City of Lubbock, Texas recognizes the Lubbock Professional Police Association as the meet and confer agent for all police officers as that term is defined in subchapter C of Chapter 142 Texas Local Government Code.
- b. This Agreement shall be binding upon the successors and assignees of the Parties hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by a change in the composition of the elected or appointed boards for the Parties.

ARTICLE 3. PURPOSE AND INTENT

- a. It is the intent and purpose of this Agreement entered into by and between the Parties to achieve and maintain harmonious relations between the parties in order to provide for an equitable and orderly process that addresses working conditions, and other conditions of employment in accordance with Subchapter C of 142 Texas Local Government Code and not deny local control by the City except as provided by this Agreement.
- b. Definitions & Use of Terms. Unless otherwise specifically defined in this Agreement, the language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage.

ARTICLE 4. AUTHORITY AND TERM

Term of the Agreement. The term of this Agreement shall be for a period of one (1) year, beginning on October 1, 2025 and ending on September 30, 2026.

ARTICLE 5. RELATIONSHIP TO LAWS, RULES & POLICIES

- a. **Civil Service Laws.** The PARTIES understand and agree that under the provisions of §142.067, a written meet and confer agreement ratified under this subchapter preempts, during the term of the agreement and to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provision, or rules adopted by the head of the police department or municipality, or civil service commission.
- b. **Other Laws Relating to Individual Employee Rights.** Nothing in this agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual police officers under state or federal civil rights law, anti-discrimination laws, anti-retaliation law or whistle-blower law, which any other public employee would otherwise have.
- c. **Non-Discrimination.** The City and the Association accept their responsibility to prohibit discrimination based on race, national origin, color, religion, creed, sex, age, political affiliation, sexual orientation or identity gender expression, disability or veteran's status of any war, and membership or non-membership in Employee organization or Association.
- d. **Personnel Policy Manual.** The City's Personnel Policy Manual shall continue to apply in those instances where neither this Agreement, nor the civil service rules, nor the department rules, provide any guidance. The City retains the authority to modify its Personnel Policy Manual at any time and nothing in this Agreement shall be construed as being a limitation on that authority. Any change in the policy manual will not affect the terms of the current Agreement.

ARTICLE 6. HIRING – ENTRY LEVEL LISTS AND LATERAL HIRES

- a. *Basic Police Officer Course (BPOC)*
 - i. **Entrance Examinations.** Entrance examinations for Basic Police Officer Course may be administered at any time or location to qualified groups of potential candidates or to an individual potential candidate. This eligibility list shall remain effective for any eligible candidate placed on the list during the term of this Agreement and shall remain eligible until the first academy class after expiration of this Agreement is held or until the candidate withdraws their candidacy or is otherwise removed from the list as a result of appointment, whichever occurs first. No applicant shall be permitted to take an entrance exam more than once for an academy class.
 - ii. **Probationary Period.** All candidates appointed to a beginning position with the Department are subject to the adopted Local Civil Service Rule of serving an initial probation period of eighteen (18) months as permitted under TLGC § 143.027.
 - iii. **Existing Policies, Procedures.** Except as otherwise specifically set forth in this Agreement, existing policies, practices and procedures adopted pursuant to Chapter 143, TLGC, including any Local Rules adopted by the City's Civil Service Commission, shall continue to be used for entry level applications.

b. Lateral Entry Program

- i. Overview. The LPD's Lateral Entry Program is authorized as a form of seniority pay and is designed to attract qualified applicants with law enforcement experience who require less training time than applicants without previous experience. This additional recruiting tool compensates lateral entry officers based on the number of years of their prior law enforcement experience. The Lateral Entry Program in effect at the time of hire shall be followed for placement in the pay scale. The Lubbock Police Department will follow state and local Civil Service regulations, City policy, and this chapter when hiring lateral entry police officers.
- ii. Eligibility. To be eligible for the Lateral Entry Program, an applicant must:
 - A. Have at least two (2) years continuous service as a paid, full-time, licensed or certified peace officer in a law enforcement agency, including out of state agencies, as approved by the Chief of Police;
 - B. Have been in a position where they had the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties; and
 - C. Not have more than a three (3) year break in service from the time they left the former law enforcement agency and the time they made application with the LPD.

The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Lateral Entry Program and the Chief's decision shall be final and non-appealable to the Civil Service Commission or a third party hearing examiner.

- iii. Application Process. The City will maintain a roving hiring notice on the city job application website posting the position of Lateral Entry Police Officer.
- iv. Civil Service. Lateral entry applicants are not required to complete the Civil Service Examination. Lateral entry applicants must complete each additional step in the Civil Service hiring process in the same manner as any other applicant, including a one (1) year probation period from the time of commission
- v. Training. Texas Commission on Law Enforcement (TCOLE) certified lateral entry officers will be required to complete courses designed to familiarize them with LPD operations, policies and procedures prior to being commissioned. Lateral entry officers who are licensed or certified outside the State of Texas shall be required to complete the Texas Supplemental Peace Officer Course in addition to courses designed to familiarize them with LPD operations, policies and procedures. The Chief of Police, or designee, shall determine additional training requirements for lateral entry officers at his/her discretion.
- vi. Probationary Period. The probationary period for lateral entry officers is governed by Local Civil Service Rules.
- vii. Compensation. Compensation for lateral entry officers shall be determined based on the number of whole years of service as an authorized sworn officer in their previous law enforcement agency or agencies on the date of their commission as a

licensed peace officer with the LPD. Lateral entry officers with at least two (2) years of qualified service shall be credited with their total number of whole years of service. They shall be placed in the step of the Police Officer pay schedule commensurate with their qualified years of service, not exceeding the top pay of the Police Officer rank.

- viii. Seniority. The Lateral Entry Program is for pay purposes only and actual work experience in another law enforcement agency shall not be considered for promotional eligibility requirements, departmental seniority, leave calculations, transfers, or other such accruals/programs which utilize years of service in calculation. Departmental seniority for lateral officers shall begin on their hire date with the LPD.

ARTICLE 7. PHYSICAL FITNESS

- a. Overview. The Association recognizes that physical fitness is a core component of overall wellness. In order to encourage officers to maintain a high level of physical fitness, the Department has adopted a Physical Fitness Incentive Program as outlined herein.
- b. Physical Fitness Assessments. The months of April and October will be designated as physical fitness assessment periods. Sworn staff are required to participate in both assessments each year, however, meeting the recommended standards is not a requirement and performance in the assessment, in and of itself, cannot be the basis for a fit for duty investigation. Officers scoring 75% or better on any assessment may opt out of the following assessment; however, the maximum yearly incentive may only be earned by participating in both.
- c. All assessments will be conducted in accordance with the Texas Department of Public Safety (DPS) Row Test Protocols and be administered by LPD staff who have graduated from the DPS Fitness Institute. Appropriate non-fire medical personnel (Advanced Life Support certified) will also be on-site during scheduled physical fitness assessments. Officers on light or modified duty are exempt from the physical fitness assessment but must participate in the next assessment after they are released to full duty.
- d. LPD Staff may select one of the following assessments utilizing the Concept 2 Rower set at Damper 5:
 - 2000 Meter Row
 - 500 Meter Row
 - 4 Minute Row
- e. Assessment scores are based on predetermined DPS standards that account for age, gender, and other relevant factors. The current assessment benchmark for LPD applicants is 40%. There is no minimum standard for incumbent officers, but they are encouraged to exert maximum effort and show a pattern of progressive improvement.
- f. Officers who achieve an assessment score of 60% or better are eligible to earn Administrative Days off (per assessment) as follows:
 - i. 60% - .5 work day equivalent

- ii. 70% - 1.0 work day equivalent
 - iii. 80% - 1.5 work day equivalent
 - iv. 90% - 2.0 work day equivalent
- g. Administrative Days. Officers may earn no more than four (4) Administrative Days off per calendar year. Earned Administrative Days off must be used within 12 months of being earned. Any Administrative Days off not used within 12 months of being earned are forfeited. Administrative Days have no independent or stand-alone monetary value. Use of Administrative Days off are subject to normal scheduling policies and may not be used if doing so would require overtime for any officer. It is the intent of the parties that this section is to encourage and reward physical fitness and not to create a monetary impact.
- h. Commissioned officers who refuse to participate in the assessment and who have not received an exemption due to being placed on light or modified duty, FMLA leave or some other qualified exemption as per policy, and have not otherwise attained compliance with this Article will be subject to the following:
- i. Inability to promote until attaining compliance with this Article;
 - ii. No special assignments and no outside employment;
 - iii. No authorized overtime, except in cases of emergency; and
 - iv. Subject to discipline.

ARTICLE 8. MANAGEMENT RIGHTS

- a. The Parties understand and agree that the City, the City's Civil Service Commission duly appointed pursuant to Chapter 143 of the TLGC, and the City's management staff, on its own behalf and on behalf of the electors of the City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitution of the United States, including but without limiting the generality of the foregoing, except as limited by this Agreement, the right:
- i. To the executive management and administrative control of the Department and its properties and facilities.
 - ii. Hire, promote, demote, transfer, assign, and retain employees in positions within the City, subject to Chapters 141, 142 and 143 of the TLGC ("Civil Service") regulations and/or terms of this Agreement.
 - iii. To direct work of its employees, including the assignment and scheduling of overtime work.
 - iv. Reprimand, suspend, discharge or terminate employees, subject to Civil Service regulations and/or the terms of this Agreement.
 - v. Maintain the efficiency of governmental operations.
 - vi. To schedule operations, assign shifts, and determine appropriate staffing requirements.

- vii. Relieve employees from duties due to lack of work, subject to Civil Service regulations and/or the terms of this Agreement.
 - viii. To control production and service standards.
 - ix. Utilize the Department in emergency situations to protect life and property.
 - x. To make technological changes.
 - xi. Determine the methods, processes, means, personnel, assignment and deployment of apparatuses and equipment, and staffing levels (subject to any specific provisions of this Agreement) by which the department's functions are to be carried out.
 - xii. To schedule leaves of absence.
 - xiii. To have uninterrupted work.
 - xiv. To retain the cooperation from the Association.
 - xv. To control the City's overall budget.
 - xvi. To determine the City's programs and functions.
 - xvii. To determine the City's organizational structure.
- b. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express and specific terms of this Agreement and/or applicable state or federal statutes and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the state laws or any other national, state, county, district, or local law or regulations as they pertain to fire service and emergency medical services.

ARTICLE 9. SAVINGS CLAUSE

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except as may otherwise be provided herein, such invalidity, illegality or unenforceability shall not in any way affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had been severed from the Agreement and never been contained in this Agreement.

ARTICLE 10. MAINTENANCE OF STANDARDS

This Meet and Confer Agreement is entered into pursuant to the authority and provisions in Chapter 142 of the TLGC. TLGC does not obligate either party to negotiate or contract for any aspects of the employer/employee relationship or the workplace, except on a voluntary basis. Either party may propose a voluntary reopener on a new issue during the term of this Agreement, but there shall be no obligation to do so. The parties may also consider informal negotiations over department policies, operations, and other conditions of employment in the meetings of the Labor Relations Committee.

ARTICLE 11. COMPLETE AGREEMENT

The Parties agree that each party 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 other agreements, oral or written, except as specified in this Agreement.

ARTICLE 12. NEGOTIATION RESUMPTION

The City and LPPA, in good faith, agree to coordinate and schedule a time to resume negotiations for a comprehensive Meet and Confer agreement between October 15, 2025 and November 15, 2025.

ARTICLE 13. EVERGREEN CLAUSE

If the Parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months. All terms of the current Agreement shall remain in full force and effect until replaced by a successor agreement or for a time period not to exceed three (3) additional years.

ARTICLE 14. GROUND RULE SUSPENSION


The Parties agree that until formal negotiations are scheduled and resumed pursuant to Article 14, the *March 4, 2025 Meet and Confer Ground Rules* are suspended.

Agreed and accepted on September 15, 2025.

City of Lubbock

Lubbock Professional Police
Association

City Manager
Chief Negotiator



President, LPPA
Chief Negotiator