

RESOLUTION NO. 2025-766

A RESOLUTION OF THE CITY OF NEW BRAUNFELS, TEXAS, GRANTING RECOGNITION AND APPROVAL OF A MEET AND CONFER AGREEMENT BETWEEN THE CITY AND THE NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 5, 2018, pursuant to Section 142.053 of the Texas Local Government Code, the City of New Braunfels, Texas ("City"), received a petition requesting recognition of the New Braunfels Police Officers Association, as the sole and exclusive bargaining agent for all municipal police officers, excluding the head of the New Braunfels Police Department and the Assistant Chief who are excluded under Section 142.058 of the Texas Local Government Code (hereinafter collectively referred to as the Covered Police Officers"); and

WHEREAS, on April 5, 2018, pursuant to Section 142.053 of the Texas Local Government Code, the City of New Braunfels, Texas ("City"), received a petition requesting recognition of the New Braunfels Police Officers Association ("Association") as the sole and exclusive bargaining agent for all municipal police officers, excluding the head of the New Braunfels Police Department and the Assistant Chief, who are exempt under Section 142.058 of the Texas Local Government Code (collectively referred to herein as the "Covered Police Officers"); and

WHEREAS, the Association asserted that it represents the majority of the City's Covered Police Officers, and those officers indicated their support by signing the petition dated April 5, 2018; and

WHEREAS, the Association pledged to support the mission and service of the New Braunfels Police Department and to comply with the statutory requirements set forth in Chapter 142 of the Texas Local Government Code, including the no-strike provision in Section 142.057; and

WHEREAS, Chapter 142, Subchapter B, of the Texas Local Government Code (Local Control of Police Officers Employment Matters in Certain Municipalities), authorizes the City to recognize the Association as the sole and exclusive bargaining agent for the City's Covered Police Officers, and to meet and confer on employment-related matters; and

WHEREAS, by adopting this resolution, the City affirms that it does not relinquish its local control over management practices or City Council authority; and

WHEREAS, the Association expressed interest in meeting and conferring with the City specifically regarding promotional processes; and

WHEREAS, the City and the Association conducted negotiations on hiring and promotional practices at two lawfully posted public meetings held on April 24, 2025, and May 6, 2025, in accordance with the Texas Open Meetings Act and Section 142.063 of the Texas Local Government Code;

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

SECTION 1.

That the City Council hereby approves the original Meet and Confer Agreement with the New Braunfels Police Officers' Association and the City of New Braunfels in accordance with and pursuant to Chapter 142, Subchapter C of the Local Government Code, and further authorizes the City Manager to execute the agreement. The Meet and Confer Agreement is attached to this resolution as Exhibit A, with the term ending on September 30, 2027.

SECTION 2.

This recognition is not intended to deny local control by the City nor restrict or diminish management rights of the City.

SECTION 3.

This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

Passed and approved this the 23rd day of June 2025.

Neal Linnartz, Mayor

ATTEST:

Gayle Wilkinson, City Secretary

Exhibit A

Meet and Confer Agreement

between

The City of New Braunfels

and

the New Braunfels

Police Officers' Association (NBPOA)

Effective June 23, 2025

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the New Braunfels Police Officers' Association and the City of New Braunfels.
2. "Association" means the New Braunfels Police Officers' Association, its elected leaders and its collective membership.
3. "City" means the City of New Braunfels, its Mayor, City Council members, City Manager, Chief of Police and those persons designated by the City of New Braunfels to manage the city and its police department.
4. "Commission" means the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
5. "Day" or "days" shall mean calendar days unless otherwise specified.
6. "Department" means the New Braunfels Police Department.
7. "Department head" means the Chief of the New Braunfels Police Department, his or her designee, or an acting Chief of the New Braunfels Police Department.
8. "Director" means the Director of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.
9. "Police Officer" means a Police Officer employed by the Police Department by the City of New Braunfels.
10. "Local rules" means the Local Rules and Regulations promulgated by the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission.

11. "Parties" means the City of New Braunfels and the New Braunfels Police Officers' Association and "Party" means the City of New Braunfels or the New Braunfels Police Officers' Association.
12. "Seniority Points" means 1 point for every whole year served in the same rank within the New Braunfels Police Department, not to exceed 10 seniority points.
13. "Written examination" means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the assessment center.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF NEW BRAUNFELS, TEXAS, a home rule municipality organized under Texas law and the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF NEW BRAUNFELS, and the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION, to achieve and maintain harmonious relations between the Parties related to the hiring and promotional practices 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.

ARTICLE 2

RECOGNITION

The CITY OF NEW BRAUNFELS recognizes the NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION, 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 excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this Agreement do not extend to employees outside of the Department.

ARTICLE 3

PROMOTIONS

Section 1. Intent

In adopting this Article, the Parties agree to implement a promotional system using an assessment center component in addition to the written examination. The Parties believe adding an assessment component to the promotion process will improve the selection and provide promotional candidates a fair opportunity to display skills and abilities that serve as additional indicators that they will perform well in the positions of Corporal, Sergeant, Lieutenant, or Captain. Applicants will be required to pass the written examination (a passing grade is a minimum grade of 70, not including seniority points) and participate in and complete all components of the assessment center before being placed on the eligibility list for promotion. Seniority points will be added at the conclusion of the assessment center.

Section 2. Promotional Examination Procedure

- (a) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article and the Local Rules for the promotional positions of Corporal, Sergeant, Lieutenant, and Captain. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty.
- (b) Enough time will be provided between the scheduled written examination and the scheduled assessment center for each rank to allow for exam review, appeals, Civil Service Commission meeting(s), and regrading, as applicable. The assessment center shall not take place until all necessary written examination material has been reviewed by the Civil Service Commission.
- (c) The promotional examination procedure will consist of two parts:
 - 1. A written examination, as defined in this article, consisting of one hundred (100) multiple choice questions; and
 - 2. Upon passing the written examination part of the promotional examination procedure, participation in and completion of all components of the assessment center.

Section 3. Written Examination

- (a) The promotional candidate's score on the written examination shall constitute the candidate's "written score". The minimum passing score on the written examination is seventy percent (70%), not including seniority points. Promotional candidates who do not

pass the written examination shall be eliminated from participation in the assessment center. This includes candidates on active military duty.

- (b) For a promotional candidate applying for the Corporal rank, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (c) For a promotional candidate applying for the Sergeant rank, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.
- (d) For a promotional candidate applying for the Lieutenant rank, forty percent (40%) of a promotional candidate's composite score will be based on the written score.
- (e) For a promotional candidate applying for the Captain rank, forty percent (40%) of a promotional candidate's composite score will be based on the written score.

Section 4. Assessment Center

- (a) Except for candidates on active military duty at the time of the written examination or assessment center, all candidates that receive a passing score on the written examination will advance to the assessment center. If a promotional candidate will be on active military duty on the date(s) of the scheduled assessment center, the candidate will not be required to participate in the assessment center. The candidate's written score shall account for one hundred percent (100%) of the candidate's final score. If the candidate passes the written examination with a minimum of 70%, then the candidate's written score will be added to any applicable seniority points and account for one hundred percent (100%) of the candidate's final score.
- (b) For a promotional candidate applying for the Corporal rank, forty percent (40%) of a promotional candidate's final score will be based on an assessment center.
- (c) For a promotional candidate applying for the Sergeant rank, forty percent (40%) of a promotional candidate's composite score will be based on the assessment center.
- (d) For a promotional candidate applying for the Lieutenant rank, sixty percent (60%) of a promotional candidate's composite score will be based on the assessment center.
- (e) For a promotional candidate applying for the Captain rank, sixty percent (60%) of a promotional candidate's composite score will be based on the assessment center.

Section 5. Procedure for Making Promotional Appointments

- (a) Reset of Seniority Points. For the purpose of promotional examination grades, seniority points will be accrued by Police Officers at a rate of 1 point for every whole year served in that same rank within the New Braunfels Police Department, not to exceed 10 seniority points.

Each whole year of service equals one (1) point. Upon promotion to a higher rank, seniority points will reset to zero points, except that when a promotional examination is opened to a lower rank due to an insufficient number of eligible candidates in the higher rank, pursuant to Local Government Code, Sec. 143.031(c). In such cases, seniority points shall be calculated based on whole years of service from date of hire. Seniority points will not be awarded for years of part-time employment. Under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, military service shall not be considered a break in service. For the purpose of tie-breakers, seniority points will be awarded in accordance with the local civil service rules.

- (b) For promotional candidates applying for the Corporal rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (c) For promotional candidates applying for the Sergeant rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (d) For promotional candidates applying for the Lieutenant rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 40\%) + (\text{Assessment Center Score} \times 60\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

- (e) For promotional candidates applying for the Captain rank, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's assessment center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) points, to the composite score to compute the final score (see below). Only a candidate that successfully passes the written examination will have seniority points added to the composite score.

$(\text{Passing Score on Written Examination} \times 40\%) + (\text{Assessment Center Score} \times 60\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day of the written examination.

Section 6. Promotional Examination Assessment Center Criteria

- (a) The assessment center shall be administered by a consultant independent of the Department and the City. The City will contract with the consultant to design and administer an assessment center promotional process for the Department according to the prerequisites of this Article. The consultant is responsible for the preparation and security of each promotional assessment center.

- (b) The consultant shall be an individual or company with proven expertise in the field of administering the entire assessment center process. The consultant will be mutually agreed upon by the Department Head and Civil Service Director.
- (c) The consultant will develop exercises based on the seven dimensions listed below as appropriate for the testing rank and as directed by the Department Head. The consultant will be required to meet with the Department Head to understand expectations and ensure the exercises appropriately measure applicable items to the promotional rank. Each assessment center will have no fewer than three exercises for the assessment center that test the candidate's possession of the seven dimensions and must include at least one Tactical/Strategic Scenario:

1. **Problem Solving/Decision Making**
2. **Planning and Organization**
3. **Oral Communication**
4. **Leadership/Supervision**
5. **Adaptability**
6. **Interpersonal Skills**
7. **Written Communication Skills**

It is understood that not all dimensions listed above may be tested in an exercise.

- (d) The consultant will make available at least two (2) separate orientation sessions covering the same material to explain the assessment center process, no fewer than seven (7) days prior to the first day that the assessment center is convened. Any candidate who took the test will be invited and encouraged to attend. The orientations will provide information, examples, and explanations on all aspects of the assessment center process. The consultant will select as many assessors as it requires within the following guidelines:
1. All assessors selected must have at least 4 years of experience in any of the following areas: Police Personnel Management, Criminal Justice or Behavioral Science, Police Department Administration and Operations, and/or Supervisory/Command-Level Tactics within a Law Enforcement Agency.
 2. All certified Police Assessors of the Assessor board shall be of any rank equal to or

higher than the position sought.

3. Prior to the commencement of the assessment center, each Assessor will certify by a signed and witnessed affidavit that he or she has not talked to or corresponded with, and will not talk to or correspond with, ANY PERSON about any candidate's abilities, personality, or qualifications for promotion, until assessment center scoring is completed.

Section 7. Review and Appeal of Promotional Examination

- (a) Beginning on the first business day following the examination date, a promotional candidate may review his/her examination booklet, his/her answer sheet, the answer key, and the source material for the examination only in the presence of a monitor(s) designated by the Civil Service Director. The candidate is not allowed to document, make a picture image of and/or make any notes from any part of the examination documents. The period of review of test materials as described above extends to the time of the Civil Service Commission appeal hearing. The five (5) business day period within which to appeal contained in the Local Government Code, Chapter 143, and the local civil service rules remains applicable.

Section 8. Statutory Override

This article supersedes the following sections of the Local Government Code: Section 143.033(b) since this contract resets the accrual of seniority points to zero upon promotion to a higher rank within the New Braunfels Police Department, except as stated in Section 5 (a) above; Section 143.034 is also superseded by this agreement. The agreement does not alter the time in which to file an appeal with the Commission, which is five (5) business days under 143.034(a), but rather this Agreement extends the time for a candidate to review test materials from after the test until the time of the appeal hearing.

ARTICLE 4

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of June 23, 2025, and shall remain in full force and effect through September 30, 2027. When the agreement expires, the parties will be governed by Chapter 143 of the Texas Local Government Code, unless replaced by a new Meet and Confer Agreement between the parties.

Section 2. Notice of Intent to Negotiate

Association shall provide to City written notice of intent to negotiate, pursuant to Section 2 of this Article, no later than May 15 of each year of the Agreement.

ARTICLE 5

SAVINGS CLAUSE AMENDMENT AND PREEMPTION PROVISION

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. 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 New Braunfels, Texas; and Rules and Regulations of the City of New Braunfels Firefighters' and Police Officers' Civil Service Commission for the City of New Braunfels, Texas. This preemption provision is authorized by section 142.117 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.

SIGNATURE & EXECUTION PAGE

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

THE CITY OF NEW BRAUNFELS, TEXAS

(Agreement approved by New Braunfels City Council on the 23rd day of June, 2025)

By: _____
ROBERT CAMARENO
CITY MANAGER

Dated: _____

ATTEST:

GAYLE WILKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

OSBALDO FLORES
CHIEF OF POLICE

VALERIA M. ACEVEDO
CITY ATTORNEY

THE NEW BRAUNFELS POLICE OFFICERS' ASSOCIATION

Ratified by NBPOA Membership on:

By: _____
TODD HENRIKSEN
PRESIDENT, NBPOA

Dated: _____

By: _____
MIKE MORALES III
SECRETARY, NBPOA

Dated: _____