

AGREEMENT
BETWEEN
THE CITY OF AUSTIN
AND
THE AUSTIN POLICE ASSOCIATION
[EFFECTIVE _____, 2008]

Proposed Meet & Confer Agreement Between COA & APA
FINAL: 08-28-08

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1 **ARTICLE 1**

2 **PREAMBLE**

3
4 **Section 1. Date of Agreement**

5
6
7 This Agreement made, entered into, and first effective this ____ day of _____, 2008
8 (unless specific provisions or Exhibit terms set forth a later effective date) by and
9 between the City of Austin, Texas, hereinafter referred to as the "CITY," and the Austin
10 Police ASSOCIATION, hereinafter referred to as the "ASSOCIATION," and its terms
11 shall be effective only until the expiration date of the Agreement, or as stipulated in this
12 Agreement.

13
14 **Section 2. Purpose of Agreement**

15
16 WHEREAS, the CITY has voluntarily endorsed the practices and procedures of the
17 statutory meet and confer process as an orderly way of conducting its relations with its
18 police officers, insofar as such practices and procedures are appropriate to the functions
19 and obligations of the CITY to retain the rights to operate the CITY government
20 effectively in a responsible and efficient manner; and

21
22 WHEREAS, the ASSOCIATION has pledged to support the service and mission of
23 the Austin Police Department and to abide by the statutorily imposed no strike or work
24 slow down obligations placed upon it; and

25
26 WHEREAS, it is the intent and purpose of the parties to set forth herein their entire
27 Agreement;

28
29 NOW, THEREFORE, IN CONSIDERATION OF THE mutual covenants and
30 agreements herein contained, the parties mutually agree as follows:

31
32 **ARTICLE 2**

33 **DEFINITIONS**

34
35
36 The following definitions apply to terms used in this Agreement, unless a different
37 definition is required by the context in which the term is used.

- 38
39
40 1. "ASSOCIATION" means the Austin Police Association, and its officers and
41 agents authorized to act on its behalf.
42
43 2. "Chief" means the Chief of Police of the Austin Police Department or his
44 designee.
45

- 1 3. "Employer" or "CITY" means the City of Austin, Texas, the Austin Police
2 Department and its officers, agents, managers, and others authorized to act on the
3 CITY's behalf.
4
- 5 4. "HRD" means the City of Austin's Human Resources Department.
6
- 7 5. "Officer" means, all police officers, as the term is currently defined in Texas
8 Local Government Code, Section 143.003 (5), and those hired under the
9 provisions of this Agreement in the Austin Police Department, except the Head of
10 the Department and, unless otherwise specified, Assistant Department Heads in
11 the rank or classification immediately below that of the Department Head. The
12 term also excludes cadets, civilian employees, retirees, and any other employees
13 specifically exempted by the terms of this Agreement. Probationary officers are
14 excluded from the coverage of Article 18 and cannot file grievances pursuant to
15 Article 20 regarding disciplinary actions.
16
- 17 6. "Meet and Confer Statute" means Subchapter I of Chapter 143 of the Texas Local
18 Government Code, Sections 143.301-143.313.
19
- 20 7. "Chapter 143" means Chapter 143 of the Texas Local Government Code.
21
- 22 8. "Authorized ASSOCIATION Representative" means a representative of the
23 ASSOCIATION authorized by the ASSOCIATION's executive board to conduct
24 business on behalf of the ASSOCIATION.
25
- 26 9. "Police Civil Service Commission" means the three (3) member Civil Service
27 Commission appointed by the City Manager, pursuant to Section 143.006 of the
28 Texas Local Government Code.
29
- 30 10. "Preemption" means to the extent that any provision of this article conflicts with
31 or changes Chapter 143 or any other statute, executive order, local ordinance, or
32 rule, this Agreement shall supersede such provision, as authorized by Section
33 143.307 of the Texas Local Government Code.
34
- 35 11 "Business day" means a day on which the City conducts normal business. In
36 addition, the day of the act, event or default after which a period of time begins to
37 run is not included. The last day of the period is included unless it is a weekend
38 or City observed holiday.
39
40

ARTICLE 3

RECOGNITION

45 The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent
46 for all covered police officers, pursuant to Section 143.301 et seq. of Chapter 143,

1 excluding the Police Chief, the Assistant Police Chiefs, and all civilian employees of the
2 Police Department.

3
4
5 **ARTICLE 4**

6
7 **MANAGEMENT RIGHTS**

8
9 **Section 1. Retained Rights – General**

10
11 The CITY retains all inherent rights to manage the Police Department and its work
12 force which it presently enjoys, subject to applicable federal and state statutes and local
13 ordinances, resolutions, and rules, except as specifically provided in this Agreement.
14 These rights include, but are not limited to: direction of the work force, including but not
15 limited to, the right to hire; the right to discipline or discharge; the right to decide job
16 qualifications for hiring; the right to lay-off or abolish positions; the right to make rules
17 and regulations governing conduct and safety; the right to determine schedules of work
18 together with the right to determine the methods, processes and manner of performing
19 work; the determination of the size of the work force, and the assignment of work to
20 officers within the department, including the right to transfer officers; the determination
21 of policy affecting the selection of new officers; the right to establish the services and
22 programs provided by the department, including the nature and level of such services and
23 programs, as well as the type and quantity of resources allocated; the right to establish
24 work performance measurement and standards; and the right to implement programs to
25 increase the cost effectiveness of departmental operations.

26
27 **Section 2. Retained Right of Independent Investigation**

28
29 The Chief of Police and the City Manager fully retain their rights to independently
30 investigate police conduct.

31
32 **Section 3. Public Report by Volunteer Citizen Panel or Independent Investigator**

33
34 a) The provisions of Section 143.089(g) of the Texas Local Government Code are
35 expressly modified to the extent necessary to permit public release of a final report
36 prepared by an investigator who conducts an Independent Investigation authorized by the
37 Chief of Police or City Manager concerning police conduct. An “Independent
38 Investigation” does not include attorney-client work product or privileged material
39 related to the defense of claims or suits against the City of Austin. The release of a
40 Volunteer Citizen Panel (hereinafter “Panel”) report is also authorized, subject to the
41 limitations in this agreement.

42
43 b) The public release of information authorized by this Section shall not contain or
44 reveal evidentiary facts, or other substantive investigative information from the file,
45 except to the extent that such information is at the time of such release no longer
46 protected from public disclosure by law, or is already public as a matter of fact by lawful
47 or authorized means or by the officer’s own release. For example, the names of officers

1 in an investigation may not be released; but could be released if those officers have
2 elected to enter the public debate and discuss their involvement, or if the public has been
3 informed of identities by lawful or authorized means in the course of grand jury or other
4 legal proceedings. Likewise, the name, identifying characteristics, or contact information
5 for any involved party or complainant shall not be released, except to the extent that such
6 information is at the time of such release no longer protected from public disclosure by
7 law, or is already public as a matter of fact by lawful or authorized means or by the
8 officer's own release. The public statements authorized in this agreement are subject to
9 review by the City of Austin Department of Law to insure compliance with this
10 agreement and to determine whether the release of such information may be prohibited
11 by any other law.

12
13 c) This Section shall apply to any Independent Investigation or citizen panel report
14 whether completed prior to or after the effective date of this Agreement, and applies to
15 every position and rank within the Austin Police Department.

16
17
18 **ARTICLE 5**

19
20 **NON-DISCRIMINATION**

21
22 **Section 1. Discrimination Prohibited**

23
24 Neither the CITY nor the ASSOCIATION shall discriminate with regard to the
25 implementation of any term or condition of this contract, against any officer covered by
26 this Agreement in a manner which discrimination would violate any applicable federal or
27 state law or any CITY ordinances on the basis of race, creed, color, national origin, age,
28 sex, sexual orientation, or disability.

29
30 **Section 2. Association Membership or Activity**

31
32 Neither the CITY nor the ASSOCIATION shall interfere with the right of officers
33 covered by this Agreement to become or not become members of the ASSOCIATION,
34 and there shall be no discrimination against such officers because of lawful
35 ASSOCIATION membership or non-membership activity or status.

36
37 **Section 3. Association Fair Representation.**

38
39 The ASSOCIATION recognizes its responsibility as the exclusive representative under
40 the meet and confer statute and agrees to fairly represent all officers in the Department
41 covered by this Agreement.

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ARTICLE 6

UNION DUES, CHECK OFF AND INDEMNIFICATION

Section 1. Payroll Deductions and Union Dues

Upon receipt of a signed authorization from an officer on a form supplied by the CITY, the dues and assessments that existed on the date of this Agreement, including but not necessarily limited to: APA dues, pagers, telephones, PAC, dues for Austin Police Women’s Association, Amigos en Azul and Texas Peace Officers Association, and contributions by officers to the Association’s charitable organization, *Austin Cops for Charities*, shall be deducted from such officer's pay. Officers who are already having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form. The dues deductions shall be remitted promptly to the treasurer of the ASSOCIATION. The ASSOCIATION agrees to defray the actual cost of making such deductions, except deductions for *Austin Cops for Charities*, not to exceed the per deduction amount paid by other employee associations. The City agrees to provide a list of those members for whom deductions are made each month. The ASSOCIATION may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) calendar days in advance of the change, from the ASSOCIATION President advising the City that the amount has changed pursuant to the requirements of the ASSOCIATION's Constitution and Bylaws. The ASSOCIATION will promptly refund to the CITY any amount paid to the ASSOCIATION in error on account of this dues deduction provision. Additional assessments may be deducted by mutual agreement of the parties.

Section 2. Other Payroll Deductions

The CITY agrees that it will not authorize payroll deduction of dues or fees for any organization that purports to represent Austin police officers in employment matters, that is not currently authorized to have payroll deduction of dues. This requirement shall not apply to organizations specifically listed in this Article or organizations that enjoyed dues check off as of the date the Austin City Council recognized the APA as the sole and exclusive bargaining representative of officers in the Department, including the Austin Police Association and the Combined Law Enforcement Association of Texas

Section 3. Indemnification

The ASSOCIATION shall jointly defend the provisions of this article on behalf of both parties, and shall indemnify the CITY and any departments of the CITY and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any actions taken by the CITY or any department of the CITY for any purpose of complying with provisions of this article. The Association shall be entitled to select and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the City Attorney to participate.

1 **Section 4. Effect of Contract Expiration**

2
3 | ~~The provisions of this Article shall remain in full force and effect after expiration of~~
4 this Agreement until a successor Agreement has been reached, or twelve (12) months
5 after expiration of this Agreement.
6

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7
8 **ARTICLE 7**

9
10 **WAGES AND BENEFITS**

11
12 **Section 1. Base Wages**

13
14 **a) For Fiscal Year 2008-2009**

15
16 Effective with the pay period beginning December 7, 2008, the pay scale attached
17 hereto as Appendix A-1 shall apply to all police officers covered by this Agreement. The
18 pay scale reflects a 2.5% increase to base wages.
19

20 **b) For Fiscal Year 2009-2010**

21
22 Effective with the first pay period of Fiscal Year 2009-2010, the pay scale
23 attached hereto as Appendix A-2 shall apply to all police officers covered by this
24 Agreement. The pay scale reflects a 3.0% increase to base wages. Provided, however,
25 that if the majority of non-public safety employees, through any City-wide compensation
26 program, receive a base wage increase of less than two and one-half percent (2.5%) for
27 Fiscal Year 2009-2010, the three percent (3.0%) base wage increase provided for in this
28 Section shall be reduced to a base wage increase of two and three-quarters percent
29 (2.75%). If the base wage increase is adjusted as provided in this section, a new pay
30 scale will be substituted for Appendix A-2.
31

32 **c) For Fiscal Year 2010-2011**

33
34 Effective with the first pay period of Fiscal Year 2010-2011, the pay scale
35 | attached hereto as Appendix A-3 shall apply to all police officers covered by this
36 Agreement. The pay scale reflects a 3.0% increase in base wages.
37

38 **d) For Option Year of Agreement Fiscal Year 2011-2012**

39
40 If the City exercises its option to extend this Agreement for a fourth year, as
41 provided in Article 21, the pay scale attached hereto as Appendix A-4 shall apply to all
42 police officers covered by this Agreement. The pay scale reflects a 3.0% increase to base
43 wages. Provided, however, that if the majority of non-public safety employees, through
44 any City-wide compensation program, receive a base wage increase of more than 3.0%
45 for Fiscal Year 2011-2012, the 3.0% base wage increase provided for in this Section shall
46 be increased to the base wage increase received by the majority of non-public safety

1 employees. If the base wage increase is adjusted as provided in this section, a new pay
2 scale will be substituted for Appendix A-4.

3
4 **Section 2. Longevity Pay**

5
6 a) Longevity pay in the amount of ninety-six dollars (\$96.00) per year of service, up
7 to a maximum of 25 years, shall continue to be paid in a lump sum in the first regularly
8 scheduled pay period after the officer's anniversary date, which is the annual anniversary
9 of the officer's most recent commission date. Beginning with Fiscal Year 2010-2011,
10 longevity pay will be increased to one hundred dollars (\$100.00) per year of service, up
11 to a maximum of 25 years. This change in payment of longevity does not affect the
12 treatment of longevity for retirement and overtime purposes, and the CITY and the
13 officers shall continue making contributions for longevity payments.

14
15 b) It is expressly understood and agreed that this section shall be entitled to
16 preemption including but not limited to the provision of §141.032 of the Texas Local
17 Government Code.

18
19 **Section 3. Retirement Contributions**

20
21 a) Beginning with Fiscal Year 2010-2011, the City shall increase its contribution
22 rate to the Austin Police Retirement System by one percent (1.0%).

23
24 b) If the City exercises its option to extend this Agreement for a fourth year (Fiscal
25 Year 2011-2012), as provided in Article 21, the City shall increase its contribution rate to
26 the Austin Police Retirement System by an additional one percent (1.0%).

27
28 c) The City agrees that the statute governing the Austin Police Retirement System
29 should be amended to incorporate the increased City contribution rate provided in this
30 Agreement.

31
32 **Section 4. Field Training Officer Pay**

33
34 a) Field training officer (FTO) pay shall be paid at the effective rate of one hundred
35 and seventy five (\$175.00) per month to each officer assigned in the FTO program, as
36 selected according to criteria established by the Chief. This payment shall not be made to
37 officers assigned to the Training Division, to the FTO Program Coordinator. Officers
38 authorized to train probationary patrol officers during their probationary period, and not a
39 part of the FTO program, will be compensated for the actual hours spent training.

40
41 b) It is expressly understood and agreed that this section shall be entitled to
42 preemption including but not limited to the provision of §143.043 of the Texas Local
43 Government Code.

1 **Section 5. Mental Health Certification Pay**

2
3 a) Mental Health Certification Pay shall be paid at the effective rate of one hundred
4 and seventy five dollars (\$175.00) per month to each officer assigned to a Patrol Shift,
5 and serving as a Mental Health Officer as selected and approved according to criteria
6 established by the Chief. This payment shall not be made to the officers assigned to the
7 Crisis Intervention Team.

8
9 b) It is expressly understood and agreed that this section shall be entitled to
10 preemption including but not limited to the provision of Sections 143.041 and 143.042 of
11 the Texas Local Government Code.

12
13 **Section 6. Bilingual Pay**

14
15 a) Bilingual pay will be paid at the rate of one hundred and seventy five (\$175.00)
16 per month for officers certified under standards established by the Chief and assigned to
17 the bilingual program. The bilingual program shall include German, Spanish,
18 French/Haitian, Asian (Vietnamese, Cantonese, Thai, Korean, Japanese, and Malaysian),
19 Russian, Ukrainian, and sign language for the deaf. Officers will not be paid
20 cumulatively if they are certified in more than one language.

21
22 b) It is expressly understood and agreed that this section shall be entitled to
23 preemption including but not limited to the provision of Sections 143.041 and 143.042 of
24 the Texas Local Government Code.

25
26 **Section 7. Compensation for Lieutenants and Commanders**

27
28 a) Lieutenants and Commanders shall be compensated on a salary basis and are
29 exempt employees for purposes of overtime compensation under applicable federal law.
30 The parties further agree that the Lieutenants and Commanders accept their salaries as
31 inclusive of any and all overtime compensation.

32
33 b) Lieutenants permanently assigned to an evening or night shift in Patrol shall be
34 paid an additional stipend of three hundred dollars (\$300.00) per month. Lieutenants
35 assigned to a Patrol Area Command who are assigned to an evening or night shift for a
36 twenty eight (28) calendar day cycle, when the shift begins at or after 2:00 p.m., shall be
37 entitled to three hundred dollars (\$300.00) per month.

38
39 c) It is expressly understood and agreed that this section shall be entitled to
40 preemption including but not limited to the provision of §143.047 and §142.0015 of the
41 Texas Local Government Code.

42
43 **Section 8. Assistant Chiefs**

44
45 a) The Chief of Police has the right to set wages and benefits for the Assistant
46 Chiefs, subject to the approval of the City Council as a part of the budget. The Chief may

1 designate one Assistant Chief as the Executive Assistant or Chief of Staff, whose pay and
2 benefits may be different than the other Assistant Chiefs. Additional performance pay
3 may be awarded in the Chief's discretion.
4

5 b) It is expressly understood and agreed that this section shall be entitled to
6 | preemption including but not limited to the provision of §142.0015 and §143.041 of the
7 Texas Local Government Code.
8

9 **Section 9. Clothing Allowance**

10
11 During the term of this contract, the clothing allowance shall be five hundred dollars
12 (\$500.00) per year for all officers deemed eligible by the Chief, with a payment schedule
13 to be determined by the Chief.
14

15 **Section 10. Education and Certificate Pay**

16
17 An officer shall be entitled to either Certificate pay or Education pay, at the highest
18 qualifying rate, but shall not be entitled to both. Education pay shall only be payable for
19 degrees or college credit from an accredited college or university. An accredited college
20 or university is an institution of higher education that is accredited or authorized by the
21 Southern Association of Colleges and Schools, the Middle States Association of Colleges
22 and Schools, the New England Association of Schools and Colleges, the North Central
23 Association of Colleges and Schools, the Northwest Association of Schools and Colleges,
24 or the Western Association of Schools and Colleges (Reference: TCLEOSE Rule
25 211.1(a)(3), as modified by the Commission from time to time).
26

27 **a) Certificate Pay**

28
29 (1) Each officer holding an Intermediate TCLEOSE Certificate shall be paid
30 fifty dollars (\$50.00) per month. Each officer holding an Advanced TCLEOSE
31 Certificate shall be paid one hundred dollars (\$100) per month. Each officer holding a
32 Master TCLEOSE Certificate shall be paid one hundred fifty dollars (\$150.00) per
33 month.
34

35 (2) No officer hired after March 25, 2001, will be eligible for Intermediate or
36 Advanced Certificate pay. Certificate pay amounts at or above those set forth in this
37 agreement remain in effect, and this agreement continues the right of all officers to
38 qualify for or achieve Master Certification pay.
39

40 **b) Education Incentive Pay**

41
42 (1) Each officer holding an Associate's degree or sixty (60) hours of college
43 credit shall be paid one hundred dollars (\$100.00) per month.
44

45 (2) Each officer holding a Bachelor's degree shall be paid two hundred and
46 twenty dollars (\$220.00) per month.

1
2 (3) Each officer holding a Master’s degree shall be paid three hundred dollars
3 (\$300.00) per month.
4

5 **c) Preemption**
6

7 It is expressly understood and agreed that this section shall be entitled to
8 preemption including but not limited to the provision of Sections 143.041 and 143.044 of
9 the Texas Local Government Code.
10

11 **Section 11. Shift Differential**
12

13 a) The CITY shall pay an additional three hundred dollars (\$300.00) per month to an
14 officer normally assigned to an evening or night shift for a twenty eight (28) calendar day
15 cycle, when the shift begins at or after 2:00 p.m. Only officers working 50% or more of
16 their shifts beginning at or after 2:00 p.m., in a 28 calendar day cycle, shall be eligible.
17 Shift differential pay shall apply to all ranks up to and including Sergeant. This provision
18 shall apply in lieu of the City policy applicable to shift differential for any other
19 employees
20

21 b) It is expressly understood and agreed that this section shall be entitled to
22 preemption including but not limited to the provision of §143.047 of the Texas Local
23 Government Code.
24

25 **Section 12. Monthly Paid Compensation**
26

27 It is expressly understood and agreed that the CITY reserves the right to pro-rate and
28 pay all monthly payments in bi-weekly equivalents.
29

30 **Section 13. Preemption**
31

32 It is expressly understood and agreed that all provisions of this Article shall preempt
33 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
34 with this Agreement and the procedures developed hereunder, including for example and
35 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
36 Texas Local Government Code, including but not limited to Sections 141.032 and
37 142.0015 and Sections 143.041 through 143.047.
38

Deleted: ¶

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44
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46
47
48 **ARTICLE 8**

1
2 **OVERTIME, ON-CALL, COURT TIME AND CALL BACK**
3

4 **Section 1. Overtime**
5

6 For purposes of computing overtime, all approved paid leave time, other than sick
7 leave, shall be calculated as hours worked.
8

9 **Section 2. On-call status**
10

11 The City will allow eight (8) hours of comp time per week for any non-exempt officer
12 on call, as defined by Department policy implemented by the Chief. Officers placed on
13 "court call" while under subpoena to court for two or more consecutive calendar days,
14 shall not be eligible under the prior sentence, but shall receive one (1) hour of additional
15 comp time per day for each regularly scheduled day off or pre-approved leave day.
16

17 **Section 3. Court time**
18

19 a) An officer who attends court more than one hour before the start of his/her
20 regularly scheduled shift shall receive a minimum of four (4) hours compensation at time
21 and one half. (e.g. If the officer is assigned to work from 9:00 a.m. till 7:00 p.m., and
22 he/she must attend municipal court at 7:00 a.m. the same day, the officer is entitled to
23 four (4) hours of overtime).
24

25 b) If the officer attends court one hour or less before the start of his/her regularly
26 scheduled shift, the officer shall receive one (1) full hour of compensation at time and
27 one half. (e.g. if the officer's shift starts at 9:00 a.m., but he/she must attend municipal
28 court at 8:00 a.m. or later, the officer shall receive one full hour of overtime).
29

30 c) An officer who attends court after his/her regularly scheduled shift has ended
31 shall receive a minimum of four (4) hours compensation at time and one half (e.g. If the
32 officer is assigned to work from 10:00 p.m. till 8:00 a.m., and he/she must attend
33 municipal court at 8:00 a.m. the same date, the officer is entitled to four (4) hours of
34 overtime).
35

36 d) If the officer's court assignment begins during his/her regularly scheduled shift
37 but continues beyond his/her normal duty hours, the officer will only be entitled to the
38 actual amount of overtime hours worked. (e.g. If the officer is assigned to work from
39 10:00 p.m. till 8:00 a.m., and if the officer's court assignment begins at 7:30 a.m. and the
40 officer is not dismissed from court until 9:00 a.m., the officer shall receive only one (1)
41 hour of overtime).
42
43
44
45

46 **Section 4. Call back**

1
2 a) Non-exempt officers who are off-duty and receive notification to return to duty
3 status one hour or less before the start of their regularly scheduled shift shall receive one
4 (1) full hour of compensation at time and one half.

5
6 b) Non-exempt officers who are off-duty and receive notification to return to duty
7 status shall receive a minimum of three (3) hours of compensation at time and one half
8 when notified to return to duty status:

- 9
10 1. After the conclusion of their regularly scheduled shift, or
11 2. More than one (1) hour before their regularly scheduled shift.

12
13 c) Non-exempt officers who are off-duty and receive notification to return to duty
14 status shall receive only fifteen (15) minutes of compensation at time and a half should
15 the callback be cancelled within fifteen (15) minutes of the notification, or the actual time
16 spent completing the assignment lasted no more than fifteen (15) minutes.

17 .
18 **Section 5. Preemption**

19
20 It is expressly understood and agreed that all provisions of this Article shall preempt
21 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
22 with this Agreement and the procedures developed hereunder, including for example and
23 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
24 Texas Local Government Code, including but not limited to Sections 142.0015 and
25 142.009.

26
27
28 **ARTICLE 9**

29
30 **SPECIAL LEAVE PROVISIONS**

31
32 **Section 1. Emergency Leave**

33
34 Each officer may utilize up to forty (40) hours of paid emergency leave for a death in
35 the immediate family as defined in the City of Austin personnel policies.

36
37 **Section 2. Sick Leave Donation**

38
39 If an officer is in danger of having used all accrued time (vacation, sick, etc.) due to a
40 serious illness or injury, as defined by the FMLA, other officers may voluntarily donate
41 up to forty (40) hours of vacation or sick leave to the ill or injured employee to avoid loss
42 of pay. No officer shall be permitted to bank more than four hundred (400) hours of such
43 donated leave within any twelve (12) month period of time. Donated leave may only be
44 used for the officer to whom donated. In the event that all of the donated leave time is
45 not used, the City shall not be obligated to make any redistribution of banked hours to the
46 donors. The remaining unused donated amount shall not be paid on separation.

1 **Section 3. Payment of Sick Leave on Separation**

2
3 Separation pay for accrued sick leave will be paid only to officers with at least ten
4 (10) years of actual service who separate in good standing. An officer shall not be
5 considered to have separated in good standing if he/she is indefinitely suspended or
6 leaves the Department in lieu of termination. The maximum accrued sick leave payable
7 will be 1,400 hours.

8
9 **Section 4. Administrative Leave**

10
11 Officers may be granted Administrative Leave based on participation in a City or
12 departmental program that awards Administrative Leave to program participants or for
13 any purpose or event authorized by the Chief.

14
15 **Section 5. Preemption**

16
17 It is expressly understood and agreed that all provisions of this Article shall preempt
18 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
19 with this Agreement and the procedures developed hereunder, including for example and
20 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
21 Texas Local Government Code, including but not limited to Sections 143.041, 143.045,
22 143.046.

23
24
25 **ARTICLE 10**

26
27 **HOLIDAYS, VACATION AND SICK LEAVE**

28
29 **Section 1. Christmas Holiday**

30
31 All non-exempt hourly employees whose shift begins on December 25 shall continue
32 to be paid time and one half their regular hourly rate for all hours actually worked for the
33 entire shift. Exempt employees who are required by their immediate supervisor to work
34 on Christmas shall be paid a holiday stipend pursuant to City policy.

35
36 **Section 2. Seniority Standards**

37
38 The City shall provide by policy for the application of seniority standards on use of
39 Holidays and Vacation, but agrees that any policy will apply equal standards, either
40 department-wide or division-wide.

41
42 **Section 3. Vacation Accrual Rate**

43
44 All sworn officers shall accrue regular vacation leave at the rate of 6.25 hours for
45 each pay period in which benefits accrue.

46
47 **Section 4. Accrual Caps for Vacation and Exception Vacation**

1
2 All sworn officers may accrue up to four hundred (400) hours of vacation and up to
3 one hundred sixty (160) hours of exception vacation. The maximum hours of vacation
4 payable upon separation shall continue to be two hundred forty (240) hours of vacation
5 and one hundred sixty (160) hours of exception vacation, in accordance with City policy.
6

7 **Section 5. Sick Leave Accrual Rate**

8
9 All sworn officers shall accrue sick leave at the rate of 6.08 hours for each pay period
10 in which benefits accrue.
11

12 **Section 6. Preemption**

13
14 It is expressly understood and agreed that all provisions of this Article shall preempt
15 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
16 with this Agreement and the procedures developed hereunder, including for example and
17 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
18 Texas Local Government Code, including but not limited to Sections 142.0013;
19 142.0015; 142.0016; and Sections 143.045 and 143.046.
20
21

22 **ARTICLE 11**

23 **ASSOCIATION BUSINESS LEAVE**

24
25
26 **Section 1. Time Off For Association Business**

27
28 a) An ASSOCIATION business leave time pool (the Pool) shall be created for the
29 purpose of conducting ASSOCIATION business. Association business is defined as time
30 spent in Meet and Confer negotiations, adjusting grievances or in dispute resolution
31 process, attending the annual State CLEAT conference, the Association's Executive
32 Board meetings, and regular Association business meetings. It is specifically understood
33 and agreed that Association pool time shall not be utilized for legislative and/or political
34 activities at the State or National level, unless they relate to the wages, rates of pay, hours
35 of employment, or conditions of work affecting the members of the ASSOCIATION. At
36 the local level, the use of Association pool time for legislative and/or political activities
37 shall be limited to raising concerns regarding officer safety. Association pool time shall
38 not be utilized for legislative and/or political activities related to any election of public
39 officials or City Charter amendments. Association pool time shall not be utilized for
40 legislative and/or political activities that are sponsored or supported by the Association's
41 Political Action Committee(s).
42

43 b) It is specifically understood and agreed that no Association pool time shall be
44 utilized for legislative and/or political activities at the local, state, or national level that
45 are contrary to the City's adopted legislative program. No Association pool time shall be
46 utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas

1 Ethics Commission. Nothing contained in this Subsection is intended to limit the use of
2 the individual officer's remaining vacation time by the officer for legislative and/or
3 political activities.
4

5 **Section 2. Establishment of Association Leave Time Pool**
6

7 a) Each year during the term of this Agreement, during the first ten (10) days of the
8 calendar year, the City will contribute 7,000 hours of Association Business Leave to a
9 pool of leave time which may be used in accordance with this Article. The City will
10 track deductions from the pool as Association Business Leave is used.
11

12 b) Any pool hours remaining at the end of a calendar year will remain in the pool to
13 be utilized in the following year. Hours of leave in the pool shall never have any cash or
14 surrender value.
15

16 **Section 3. Use of Association Business Leave Time Pool**
17

18 a) All Association business leave will be requested in writing to the ASSOCIATION
19 President, and submitted in advance for approval by the Chief, including a determination
20 that the occurrence for which Pool time is requested meets the requirements established
21 in Section 1. The Chief may waive the requirement that the request and approval be in
22 writing. Requests for use of Pool time shall be made as far in advance as is practicable.
23 The ASSOCIATION President may be permitted up to 2080 hours of such leave, under
24 criteria set by the Chief's office in a written policy. The ASSOCIATION President shall
25 account for all leave time taken under such status through the Chief's office, and such
26 time shall be subtracted from the Association leave pool. There shall be no entitlement
27 for overtime pay for any hours worked on ASSOCIATION business. Such employee
28 may at any time be required to return to duty if any emergency situation or the best
29 interests of the Department require; and such employee may additionally be assigned to
30 special projects, in the discretion of the Chief.
31

32 b) ASSOCIATION Board Members and each of the standing Committee
33 Chairpersons may each be authorized to utilize up to three hundred (300) hours from the
34 Pool during the year. Subject to the Chief's operational control and approval, two Board
35 Members or Committee Chairpersons may be authorized to utilize more than three
36 hundred (300) hours of leave from the Pool during the year.. No more than one-half (1/2)
37 of the hours specified in this Subsection may be used for legislative and/or political
38 activities as limited in Subsection 1 above. The ASSOCIATION may request approval
39 for the use of additional Pool hours for ASSOCIATION members. Any use of additional
40 Pool time will be solely at the Chief's discretion. The practice of addressing cadet classes
41 twice during cadet training, with approval of the time and content by the Chief, shall
42 continue through the duration of this Agreement. Such time spent addressing cadet
43 classes shall be deducted from the Pool. This provision does not exclude the Chief from
44 approving other individuals or groups to address cadet classes at his discretion, including
45 employee representative groups with current dues check off.
46

1 **Section 4. Indemnification**
2

3 **The ASSOCIATION shall jointly defend the provisions of this article on behalf**
4 **of both parties, and shall indemnify the CITY and any Department of the CITY and**
5 **hold it harmless against any and all claims, demands, suits or other forms of liability**
6 **that may arise out of, or by reason of, any actions taken by the CITY or any**
7 **Department of the CITY for any purpose of complying with provisions of this**
8 **article. The Association shall be entitled to select and direct counsel for such**
9 **defense, but shall reasonably cooperate with counsel designated by the City**
10 **Attorney to participate.**
11

12 **Section 5. Effect of Contract Expiration**
13

14 The provisions of this Article shall remain in full force and effect after expiration of
15 this Agreement until a successor Agreement has been reached, or twelve (12) months
16 after expiration of this Agreement.
17

18 **ARTICLE 12**
19

20 **ASSOCIATION COMMUNICATION**
21

22
23 The ASSOCIATION'S access to City facilities and equipment to communicate with
24 its membership shall include the use of one (1) bulletin board installed at each substation
25 and satellite office, one (1) in the central Criminal Investigations Bureau report writing
26 room, and one (1) in one other location agreed to by the ASSOCIATION and the Chief,
27 and Departmental pagers. Use of pagers shall be in accordance with written Departmental
28 policy, or shall otherwise be approved in advance by the Chief's office. Use of
29 department equipment to create or send email on ASSOCIATION business is not
30 allowed. The design and placement of the bulletin boards shall be approved in advance
31 by the Chief or his designee.
32

33 **Section 1. Guidelines for Association Bulletin Boards**
34

35 The following guidelines shall apply to materials posted on the bulletin boards:
36

- 37 a) There shall be no personal attacks or inflammatory statements.
- 38
- 39 b) All materials shall be directed toward dissemination of ASSOCIATION
40 information.
- 41
- 42 c) Any concerns about the content of posted material shall be brought to the
43 attention of the ASSOCIATION'S executive board for review and
44 adjustment as soon as the concerns are noticed. The Chief shall direct the
45 objectionable material to be removed from the bulletin board until final
46 determination.

- 1
2 d) In any case, the Police Chief retains the final decision as to whether
3 ASSOCIATION material may be posted on bulletin boards. At no time
4 shall the bulletin boards contain any political endorsement, whether at the
5 local, state or federal level.
6
7
8

9 **ARTICLE 13**

10 **PROMOTIONS**

11
12
13 **Section 1. Corporal/Detective**

14
15 This Section becomes effective when the City Council adopts a classification
16 ordinance that combines the current ranks of Corporal and Detective.
17

18 Vacancies that occur in the current ranks of Corporal and/or Detective before the
19 ranks are combined will be filled from existing eligibility lists until those lists are
20 exhausted or expire. Vacancies created after expiration of the current lists will be filled
21 from a list resulting from a Corporal/Detective exam that will be administered on or
22 before March 31, 2009.
23

24 **a) Eligibility**

25
26 (1) A Police Officer shall be eligible to sit for the Corporal/Detective
27 promotional examination after completing four (4) continuous years of service in the rank
28 of Police Officer immediately before the date of the written examination from the date of
29 initial commission with APD.
30

31 (2) The job description for the Corporal/Detective rank shall include the duties
32 previously applicable to the separate ranks of Corporal and Detective and shall include
33 acting as a supervisor when a Sergeant is not available, conducting assigned investigation
34 and other duties as determined by the Chief and set out in the job description and general
35 orders.
36

37 (3) A Corporal/Detective becomes eligible for promotion to Sergeant after two
38 (2) continuous years in rank. Any Corporal/Detective designated to perform duties as an
39 acting Sergeant, shall be entitled to higher classification pay under the same criteria set
40 forth in Department policy then applicable to any other supervisor temporarily working in
41 the next higher rank.
42

43 (4) The first examination for the rank of Corporal/Detective will occur no later
44 than March 31, 2009. Positions in the rank of Corporal/Detective shall be filled from an
45 eligibility list created by a promotional procedure consisting of a written examination
46 conducted in accordance with this Article.
47

1 **b) Scoring**

2
3 For the rank of Corporal/Detective the eligibility list shall be calculated as
4 follows:

5
6 **Written examination points:**
7 (See Section 5)

8 Maximum Exam Points	100
9 Maximum Education Points	2
10 Maximum Seniority Points	<u>+15*</u>
11 Total Maximum Points:	117**

12
13
14
15
16
17 *Seniority points calculated at 1 point per year of service, and shall be prorated for partial
18 years.

19
20 **Formula shall be carried to 3 decimal points and rounded up from .0005. Police Civil
21 Service tie-breaking rules will be applied if necessary.

22
23 **c) Seniority**

24
25 Each officer shall be entitled to up to a maximum of fifteen (15) seniority points
26 to be added to the written exam score, equivalent to one (1) point per year of service,
27 which shall be prorated for partial years.

28
29 **d) Education**

30
31 (1) The following education points shall be added to each candidates score, and
32 shall only apply to college degrees from an accredited college or university, meeting the
33 accreditation standard referenced in Article 7 Section 10 for education incentive pay. No
34 cumulative points shall be allowed for more than one degree or Certification.

- 35 (i) Add .5 point for 60 college credits
36 (ii) Add 1.0 point for Bachelor Degree or Master Police Officer Certificate
37 (iii) Add 2.0 points for Masters Degree

38
39
40 It is the responsibility of the officer seeking education points to ensure that the
41 Training Academy has the necessary supporting documentation for education points. The
42 documentation must be received by the Training Academy no later than 5:00 p.m. on the
43 seventh (7th) business day before the written examination is administered. No education
44 points will be counted unless proper documentation is timely received by the Training
45 Academy.

1 **e) Preemption**

2
3 It is expressly understood and agreed that all provisions of this Article shall
4 preempt any statute, Executive Order, local ordinance, City policy or rule, which is in
5 conflict with this Agreement and the procedures developed hereunder, including for
6 example and not by way of limitation, any contrary provisions of Chapters 141, 142, and
7 143 of the Texas Local Government Code, including but not limited to the provisions of
8 Subchapter B of Chapter 143 of the Texas Local Government Code.
9

10 **Section 2. Sergeant**

11
12 **a) Promotional Procedure for Rank of Sergeant**

13
14 (1) Positions in the rank of Sergeant shall be filled from an eligibility list created
15 by a promotional procedure consisting of a written examination and either a Technical
16 Skills Evaluation or an Assessment Center conducted in accordance with this Article.
17

18 (2) For each promotional cycle, the Chief of Police will determine whether the
19 process will include a Technical Skills Evaluation or an Assessment Center. The notice
20 for the Written Examination shall indicate whether the process will include a Technical
21 Skills Evaluation or an Assessment Center.
22

23 **b) Optional Technical Skills Evaluation**

24
25 (1) The Technical Skills Evaluation will be developed by a consultant chosen by
26 the Chief of Police from a list generated by the Human Resources Department. The
27 evaluation will consist of a written scenario to which the candidate shall submit a written
28 response.
29

30 (2) The evaluation will be administered by the Civil Service Commission
31 immediately following the written examination and before the grading of the written
32 examination. The candidate's written responses will be sealed and held for scoring by
33 assessors selected by the consultant based on the same criteria used for selecting
34 Assessment Center assessors in Section 6 below.
35

36 (3) Scoring of the written responses will be based on a key provided to the
37 assessors by the consultant. The scoring key will award points based on whether the
38 response includes applicable topics or concepts and shall not allow partial credit for
39 topics or concepts, to ensure that the scoring is objective in nature and does not reflect the
40 assessor's subjective judgment.
41
42
43

44 **c) Scoring**

1 After the Assessment Center or Technical Skills Evaluation scoring has been
2 completed for the rank of Sergeant the eligibility list shall be calculated as follows:

<u>Written examination points:</u>		<u>Assessment Center or</u>	
		<u>Technical Skills Evaluation</u>	
Maximum exam points	100	Maximum points	100
Maximum seniority points	+15*	Maximum education points	+ 2
Total maximum points:	115	Total maximum points:	102

14 *Seniority points calculated at 1 point per year of service, and shall be prorated for
15 partial years.

18 **PROMOTION ELIGIBILITY LIST FORMULA:**

19
20 (Written examination points + seniority points) / 115 x 100 x .70 adjustment factor
21 +
22 (Assessment Center or Technical Skills Evaluation Points + Education Points)
23 / 102 x 100 x .30 adjustment factor
24 =
25 Total points for promotion list**

26
27 **Formula shall be carried to 3 decimal points and rounded up from .0005. Police Civil
28 Service tie-breaking rules will be applied if necessary.

29
30 **d) Seniority**

31
32 Each officer shall be entitled to up to a maximum of fifteen (15) seniority points
33 to be added to the written exam score, equivalent to one (1) point per year of service,
34 which shall be prorated for partial years.

35
36 **e) Education**

37
38 (1) The following education points shall be added to each candidate's score.
39 These points shall only be added to the Assessment Center or Technical Skills Evaluation
40 score in accordance with the formula below, and shall only apply to college degrees from
41 an accredited college or university, meeting the accreditation standard referenced in
42 Article 7 Section 10 for education incentive pay. No cumulative points shall be allowed
43 for more than one degree or Certification.

- 44
45 (i) Add .5 point for 60 college credits
46 (ii) Add 1.0 point for Bachelor Degree or Master Police Officer Certificate

1 (iii)Add 2.0 points for Masters Degree

2
3 (2) It is the responsibility of the officer seeking education points to ensure that the
4 Training Academy has the necessary supporting documentation for education points. The
5 documentation must be received by the Training Academy no later than 5:00 p.m. on the
6 seventh (7th) business day before the written examination is administered. No education
7 points will be counted unless proper documentation is timely received by the Training
8 Academy.

9
10 **f) Preemption**

11
12 It is expressly understood and agreed that all provisions of this Article shall preempt
13 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
14 with this Agreement and the procedures developed hereunder, including for example and
15 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
16 Texas Local Government Code, including but not limited to the provisions of Subchapter
17 B of Chapter 143 of the Texas Local Government Code.

18
19 **Section 3. Lieutenant**

20
21 **a) Promotional Procedure for Rank of Lieutenant**

22
23 Positions in the rank of Lieutenant shall be filled from an eligibility list created by
24 a promotional procedure consisting of a written examination and an Assessment Center
25 conducted in accordance with this Article.

26
27 **b) Scoring**

28
29 After the Assessment Center scoring has been completed, for the rank of
30 Lieutenant the eligibility list shall be calculated as follows:

<u>Written examination points:</u>		<u>Assessment Center:</u>	
(See Section 5)			
Maximum exam points	100	Assessment Center points	100
Maximum seniority points	+15*	Maximum education points	+ 2
Total maximum points:	115	Total maximum points:	102

40
41 *Seniority points calculated at 1 point per year of service, and shall be prorated for partial
42 years.

43
44 **PROMOTION ELIGIBILITY LIST FORMULA:**

1 **a) Promotional Procedure for Rank of Commander**

2
3 Positions in the rank of Commander shall be filled from an eligibility list created
4 by a promotional procedure consisting of a written examination and an Assessment
5 Center conducted in accordance with this Article.

6
7 **b) Scoring**

8
9 After the Assessment Center scoring has been completed for the rank of
10 Commander, the eligibility list shall be calculated as follows:

11

<u>Written examination points:</u>		<u>Assessment Center:</u>	
(See Section 5)			
Maximum exam points	100	Assessment Center points	100
Maximum seniority points	<u>+15*</u>	Maximum education points	<u>+ 2</u>
Total maximum points:	115	Total maximum points:	102

12
13
14
15
16
17
18
19
20

21 *Seniority points calculated at 1 point per year of service, and shall be prorated for partial
22 years.

23
24
25 **PROMOTION ELIGIBILITY LIST FORMULA:**

26
27 (Written examination points + seniority points) / 115 x 100 x .50 adjustment factor
28 +
29 (Assessment Center Points + Education Points) / 102 x 100 x .50 adjustment factor
30
31 =
32 Total points for promotion list**

33
34 **Formula shall be carried to 3 decimal points and rounded up from .0005. Police Civil
35 Service tie-breaking rules will be applied if necessary.

36
37 **c) Seniority**

38
39 Each officer shall be entitled to up to a maximum of fifteen (15) seniority points
40 to be added to the written exam score, equivalent to one (1) point per year of service,
41 which shall be prorated for partial years.

42
43
44
45 **d) Education**

1 (1) The following education points shall be added to each candidate's score.
2 These points shall only be added to the assessment score in accordance with the formula
3 below, and shall only apply to college degrees from an accredited college or university,
4 meeting the accreditation standard referenced in Article 7 Section 10 for education
5 incentive pay. No cumulative points shall be allowed for more than one degree.

6
7 (i) Add 1.0 point for Bachelor Degree

8 (ii) Add 2.0 points for Masters Degree
9

10 (2) It is the responsibility of the officer seeking education points to ensure that the
11 Training Academy has the necessary supporting documentation for education points. The
12 documentation must be received by the Training Academy no later than 5:00 p.m. on the
13 seventh (7th) business day before the written examination is administered. No education
14 points will be counted unless proper documentation is timely received by the Training
15 Academy.

16
17 **e) Preemption**

18
19 It is expressly understood and agreed that all provisions of this Article shall
20 preempt any statute, Executive Order, local ordinance, City policy or rule, which is in
21 conflict with this Agreement and the procedures developed hereunder, including for
22 example and not by way of limitation, any contrary provisions of Chapters 141, 142, and
23 143 of the Texas Local Government Code, including but not limited to the provisions of
24 Subchapter B of Chapter 143 of the Texas Local Government Code.
25

26 **Section 5. Written Examination for Promotion to the Ranks of Corporal/ Detective,**
27 **Sergeant, Lieutenant, and Commander.**

28
29 All candidates for the ranks of Corporal/Detective, Sergeant, Lieutenant, and
30 Commander shall first take a written examination. The maximum score for the written
31 examination shall be one hundred (100) points. The written examination shall consist of
32 questions relating to the duties of the rank to be filled, as contained in reading material
33 selected by the Chief of Police. The CITY may engage an independent consultant to
34 professionally develop the written examination questions after consultations with the
35 Human Resources Department (HRD). The CITY will make a reasonable effort to have
36 the written examination validated. The examination may be validated before or after the
37 examination is given. Prior to being administered, the finalized examination shall be kept
38 in a safe and secure manner.
39

40 The CITY shall make reasonable efforts to provide a six (6) month study time
41 window prior to promotional examinations, but it is recognized that expiration or
42 exhaustion of a list may necessitate an earlier examination.
43

44
45 **Section 6. Assessment Center Process for Promotion to the Ranks of Sergeant,**
46 **Lieutenant or Commander.**
47

1 a) Officers who pass the Sergeant's, Lieutenant's or Commander's written
2 promotional examination with a score of seventy percent (70%) or higher will proceed to
3 the next step of the examination process, which is an Assessment Center (unless a
4 Technical Skills Evaluation is used for the rank of Sergeant).

5
6 b) Prior to the written test being administered, the Chief shall establish assessment
7 criteria based on job content and responsibility. The Human Resources Department will
8 generate a list of consultants, and will review that list with the Chief, who will approve
9 the list. The Chief shall also appoint three (3) members to serve on an Assessment
10 Center Review Committee (ACRC), plus one (1) alternate. The ASSOCIATION shall
11 also select three (3) individuals to serve on the ACRC and one (1) alternate. All ACRC
12 members shall be selected from the tested rank or above. The ACRC shall meet and
13 consider the list of consultants approved by the Chief and select the Assessment Center
14 Consultant from the list which may be subject to Council approval, pursuant to City
15 purchasing policies and procedures.

16
17 c) After the Assessment Center Consultant has been selected, the Consultant will
18 orient the ACRC. The Consultant will confer with both the Chief and the ACRC on the
19 needs or issues affecting the design of the Assessment Center. Any input from the
20 ASSOCIATION will be summarized by the ACRC and made available to anyone who
21 requests it. The Consultant shall make all final decisions concerning the design and
22 implementation of the Assessment Center.

23
24 d) The consultant will design the Assessment Center from among the following
25 exercises:

- 26 In-Basket
- 27 Problem Solving/Analysis
- 28 Written and Oral Resumes/Structured Interviews
- 29 Role-Playing
- 30 Memo/Report Writing
- 31 Oral Presentation/Plan Preparation
- 32 Staff Meeting
- 33 Special Event/Operations.

34
35
36 The consultant is not required to utilize all of the exercises, but may select the
37 exercises or combine the listed exercises into one or more exercises that are best suited
38 for the particular rank.

39 e) The Consultant also selects the assessors, who shall meet the following criteria:

- 40 (1) Active duty, sworn officers of similar rank to the promotion, or above, from
41 cities with a population of 200,000 or greater;
- 42 (2) Shall not reside in Austin;

1 (3) Shall not be related to any candidates for promotion;

2
3 (4) Shall not be known to, beyond mere acquaintance, any candidates for
4 promotion;

5
6 (5) Shall have two (2) years of experience in the promoted or equivalent rank; and

7
8 (6) Shall not be a current or former employee of the City of Austin.
9

10 f) The Consultant shall conduct an orientation for candidates prior to administering
11 the Assessment Center. The Consultant may deem the orientation mandatory, and all
12 candidates must attend in order to participate, if it is declared mandatory. If the
13 consultant deems orientation to be mandatory, then at least two (2) orientations shall be
14 scheduled with one in the morning and one in the afternoon. If a mandatory orientation is
15 scheduled during an officer's work time, he/she will be permitted to attend.
16

17 g) The assessors selected by the Consultant will assess the candidates for the rank.
18 The assessors shall award up to one hundred (100) points to each candidate participating
19 in the assessment center. The assessment sessions will be videotaped, and candidates
20 may review their own session pursuant to procedures established by Human Resources
21 provided that candidates are given up to four (4) hours, which may be provided in smaller
22 increments of time, to review their assessment session. The Human Resources
23 Department shall make available blocks of time for officers to review examination results
24 from 8:00 a.m. to 5:00 p.m., and at least two (2) evening options until 10:00 p.m. shall be
25 provided. However, these time periods need not be kept available or staffed unless the
26 times are reserved in advance. Examination reviews will be conducted on the officer's
27 off-duty time. Copies of the videotapes will not be given to the candidate. Nothing in
28 the assessment center process may be appealed either to the Police Civil Service
29 Commission, hearing examiner, or the District Court.
30

31 h) Preemption

32
33 It is expressly understood and agreed that all provisions of this Article shall
34 preempt any statute, Executive Order, local ordinance, City policy or rule, which is in
35 conflict with this Agreement and the procedures developed hereunder, including for
36 example and not by way of limitation, any contrary provisions of Chapters 141, 142, and
37 143 of the Texas Local Government Code, including but not limited to the provisions of
38 Subchapter B of Chapter 143 of the Texas Local Government Code.
39

40 **Section 7. Eligibility Lists for the Ranks of Corporal/Detective, Sergeant,**
41 **Lieutenant, and Commander.**
42

43 a) All promotional eligibility lists created under this Article shall be constructed,
44 with the highest total score being ranked number one and descending in numerical order.
45

46 b) All promotional eligibility lists shall be valid for twenty-four (24) months from
47 the date that the eligibility list is finalized, even after termination of this Agreement.

1
2 c) If a written promotional examination for a rank has been given prior to the
3 expiration of this Agreement, the promotional process for that rank may continue to
4 completion, the expiration of this Agreement notwithstanding, and the resulting eligibility
5 list shall have a life of twenty-four (24) months.

6
7 d) Preemption

8
9 It is expressly understood and agreed that all provisions of this Article shall
10 preempt any statute, Executive Order, local ordinance, City policy or rule, which is in
11 conflict with this Agreement and the procedures developed hereunder, including for
12 example and not by way of limitation, any contrary provisions of Chapters 141, 142, and
13 143 of the Texas Local Government Code, including but not limited to the provisions of
14 Subchapter B of Chapter 143 of the Texas Local Government Code.

15
16 **Section 8. Appeals Criteria Committee**

17
18 An Appeals Criteria Committee (ACC) shall continue to determine the criteria for
19 what may be appealed to the Police Civil Service Commission following all written
20 promotional examinations. The ACC shall establish appeal criteria which will be used
21 for all written examinations held during the term of this Agreement. The ACC, com-
22 posed of seven (7) individuals, shall be appointed as follows:

- 23
24 a) Three (3) members appointed by ASSOCIATION, each having taken at
25 least one (1) promotional exam;
26
27 b) Two (2) members appointed by the Chief of Police, each having taken at
28 least one (1) promotional exam;
29
30 c) One (1) member appointed by the Director of the Human Resources
31 Department; and
32
33 d) One (1) member appointed by the Chair of the Police Civil Service
34 Commission.

35
36 A simple majority of the ACC shall approve the criteria. The Chief may reconvene
37 the ACC if, after an eligibility list has been established, it appears that clarification or
38 modification of the criteria is warranted. The criteria approved by the ACC shall not be
39 appealable to either the Police Civil Service Commission, a hearing examiner, or to the
40 District Court.

41
42
43
44 **Section 9. Appeal Process After Written Examination**

1 Any officer who has taken a written promotional examination may, within seven (7)
2 City of Austin business days of the posting of the written promotional exam results,
3 review his/her examination results. The process shall be established by the Human
4 Resources Department; provided, however, that each officer who has taken a promotional
5 examination may have up to four (4) hours to review his/her examination, write, and
6 submit the appeal, if any, which must be based on the appeal criteria approved by the
7 ACC. Once an appeal is filed, it shall be assigned a number and processed anonymously.
8 The officer may obtain a copy of his or her appeal. The Human Resources Division shall
9 make available blocks of time for officers to review examination results from 8:00 a.m. to
10 5:00 p.m., and at least two (2) evening options until 10:00 p.m. shall be provided.
11 However, these time periods need not be kept available or staffed unless the times are
12 reserved in advance. Examination reviews will be conducted on the officer's off-duty
13 time. There will be no appeal to the Police Civil Service Commission, a hearing
14 examiner, or to the District Court of any facet of the examination review process.

15
16 **Section 10. Review by Employee Review Committee**

17
18 An Employee Review Committee (ERC) will be appointed to screen written
19 examination appeals to the Police Civil Service Commission, applying the criteria
20 established by the ACC to determine which appeals should be rejected because they do
21 not meet the criteria. Assuring for diversity as is practical and possible the ERC shall be
22 comprised of five (5) members as follows:

23
24 Four (4) officers of the rank of the promotional exam or higher, two (2) each
25 appointed by the ASSOCIATION and the Chief of Police; and

26
27 One (1) member appointed by HRD.

28
29 Appeals may advance from the ERC to the Police Civil Service Commission by a
30 vote of a simple majority of the ERC. The ERC will not make any statement, assertion, or
31 recommendation regarding the validity of an appeal or subsequent Police Civil Service
32 Commission action. There will be no State District Court appeal of the ERC's
33 examination appeal determinations or from the Police Civil Service Commission's written
34 examination appeal decisions, except an appeal alleging the CITY's failure to validate the
35 written examination.

36
37 **Section 11. Time Limit to Fill Vacant Positions**

38
39 It is expressly understood and agreed that the provisions in Chapter 143.036(d) and
40 (e) and 143.014(f) of the Local Government Code prescribing time limits for filling
41 vacancies at the rank of Sergeant or above shall be expanded to one hundred and twenty
42 (120) calendar days from the date the vacancy occurs during the term of this Agreement.

43
44
45 **Section 12. Committee on the Assessment Center Process**

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1 The CITY and the ASSOCIATION shall each appoint two (2) persons to a committee
2 that shall schedule a meeting with the participants in each Assessment Center process to
3 discuss the strengths and weaknesses perceived by the participants, after completion of
4 the process. The Committee may recommend changes in the procedures set out in this
5 Agreement.

6
7 **Section 13. Military Promotions/Demotions**

8
9 The following changes are made to Sections 143.036 and 143.072 of the Texas Local
10 Government Code:

11
12 a) When an officer is promoted as the result of a vacancy created by a military
13 leave of absence, when the officer on military leave returns to active duty in the
14 Department, the person who filled the most recent vacancy at that rank shall be the one
15 who is demoted to the next lowest classification and placed on a reinstatement list, with
16 such rights as prescribed in this Article.

17
18 b) The same result applies to all other promotions in lower ranks which resulted
19 from the first promotion and subsequent demotion.

20
21 c) This Section shall be retroactive in all respects to September 1, 2001.

22
23 d) All other provisions of Sections 143.036 and 143.072 not specifically changed by
24 this Agreement shall remain in effect.

25
26 **Section 14. Vacancy Created by Indefinite Suspension**

27
28 a) Notwithstanding any provision in this Article or any provision in Local
29 Government Code Chapter 143, an indefinite suspension of a police officer (despite any
30 pending appeal) shall create a vacancy, but shall not expand the size of the classified
31 service. In the event that an indefinite suspension is overturned on appeal and the officer
32 is reinstated to active duty in the Department, the person who filled the most recent
33 vacancy at that rank shall be the one who is demoted to the next lowest classification and
34 placed on a reinstatement list, with such rights as prescribed in this Article.

35
36 b) The same result applies to all other promotions in lower ranks which resulted
37 from the first promotion and subsequent demotion.

38
39 **Section 15. Reinstatement List**

40
41 a) There shall be only one reinstatement list for each rank for persons demoted by
42 virtue of Sections 13 and 14 of this Article.

43
44 b) Any person placed on the reinstatement list shall remain on the list indefinitely.

45
46 c) Persons on the list shall be entitled to reinstatement to the rank from which they
47 were demoted in the same order as the demotion occurred. This results in the first

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1 demoted at that rank being the first reinstated. Reinstatements must occur off of the
2 reinstatement list for that rank before any promotions from a promotional eligibility list.
3 Until such reinstatements occur and the reinstatement list is exhausted, there shall be no
4 "vacancy" created at that rank for the purpose of any promotional eligibility list.

5
6 d) Time spent on a reinstatement list shall not be considered a break in service for
7 civil service purposes, including, but not limited to eligibility for future promotional
8 examinations.

9
10 **Section 16. Effect of Contract Expiration**

11
12 The provisions of this Article shall remain in full force and effect after expiration of
13 this Agreement as to:

- 14 a) All promotional eligibility lists created during this agreement; and
- 15 b) All reinstatement lists created pursuant to this Article.

16
17
18
19 **Section 17. Preemption**

20
21 It is expressly understood and agreed that all provisions of this Article shall preempt
22 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
23 with this Agreement and the procedures developed hereunder, including for example and
24 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
25 Texas Local Government Code, including but not limited to Sections 143.010;
26 143.014(f); 143.036; 143.072, and all provisions of Subchapter B of Chapter 143 of the
27 Texas Local Government Code.

28
29
30 **ARTICLE 14**

31
32 **HIRING PROCESSES**

33
34 **Part A. Application of Chapter 143 Processes**

35
36 The Association, recognizing the City's need for flexibility in the hiring of both
37 experienced police officers and Cadets for the Department's regular Training Academy
38 program, hereby agrees to the deviations from Chapter 143 hiring procedures specifically
39 authorized by this Article. Except as allowed by this Article, the City will comply with
40 the hiring procedures specified in Chapter 143, and retains all prerogatives granted to it
41 by the statutory procedures.

42
43
44
45
46 **Part B. Initial Hiring Process**

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+ 12" + 12.5" + 13"

1 **Section 1. Submission of Proper Application**

2
3 a) In order to be considered for the position of cadet, each applicant must first
4 submit a proper application as defined by the Department. A proper application shall
5 include, but not be limited to, information on personal history, criminal history, driving
6 record and age. The information submitted shall be used by the Police Department to
7 determine whether the applicant meets the minimum qualifications to proceed to the
8 testing phase of the process.

9
10 b) The Police Chief shall establish the eligibility requirements for applicants for the
11 position of police cadet, consistent with Chapter 143 and this Agreement.

12
13 **Section 2. Maximum Age of Applicants.**

14
15 For all applicants, the maximum age for application to the cadet position shall be
16 forty-five (45) years old.

17
18 **Section 3. Screening and Testing of Applicants**

19
20 a) The Police Chief will develop and implement the screening and testing
21 procedures used to determine whether an applicant will be offered a position as a police
22 cadet in a Police Academy class. The screening and testing procedures will include, at a
23 minimum, a structured Oral Interview Board and a background investigation. Nothing in
24 this Agreement or in Chapter 143 will restrict the nature of the tests administered to
25 applicants or the procedures used to administer those tests.

26
27 b) Applicants who successfully complete all of the screening and testing procedures
28 will be placed on an eligibility list in the order in which their applications were received.
29 Applicants on the eligibility list may be offered a position as police cadet in any
30 upcoming Police Academy class.

31
32 c) Each eligibility list created as a result of the process described in this Section shall
33 remain effective for twenty-four (24) months after certification by the Civil Service
34 Commission.

35
36 **Section 4. Police Internship Program**

37
38 The Department may create and implement a Police Internship Program for
39 individuals who are interested in becoming Austin Police officers. Anyone hired into the
40 Internship Program must pass the same screening and testing procedures as applicants for
41 the position of Police Cadet, either at the beginning or at the end of their participation in
42 the Program. The duration of the Police Internship Program will be at least the
43 equivalent of a college semester. Any intern who successfully completes the Police
44 Internship Program shall be placed at the top of the current or next eligibility list for hire
45 as a Police Cadet. Up to twenty-five percent (25%) of each Police Academy class may
46 consist of interns who successfully completed the Police Internship Program.

1
2 **Section 5. Effect on Present Cadet Classes**

3
4 It is specifically understood and agreed that the hiring process set out in this
5 Agreement shall not apply to persons hired before the effective date of this Agreement.
6

7 **Section 6. Probationary Period**

8
9 The “at will” probationary period of individuals filling beginning positions in the
10 police department shall begin, under this agreement, on the date the cadet receives his/her
11 commission and shall end at the expiration of fifteen (15) months. The probationary
12 period of any cadet that already holds a commission prior to entering the police academy
13 shall begin on the date the officer receives their first assignment after successful
14 completion of the academy, and shall end at the expiration of fifteen (15) months.
15 However, any leave taken by a probationary police officer during this probationary time
16 period, including but not limited to injury leave, FMLA leave, sick leave, shall extend
17 this probationary period by the length of the leave taken. (Approved vacation leave other
18 than FMLA will not so extend the probationary period.)
19

20 **Part C. Modified Hiring Process**

21
22 **Section 1. Applicability**

23
24 The Modified Hiring Process applies only to the hiring of experienced police officers
25 who may not need to attend the Department’s regular Training Academy program.
26 Nothing in this Article applies to any PSEM law enforcement officer employed by the
27 City’s Public Safety and Emergency Management Department who enter the Austin
28 Police Department under the provisions of Article 25 of this Agreement.
29

30 **Section 2. Eligibility Requirements**

31
32 a) The Chief of Police shall establish the eligibility requirements for applicants for
33 the Modified Hiring Process. The requirements need not be the same as those established
34 by Chapter 143 or those applicable to applicants for the position of Cadet in the
35 Department’s regular Training Academy. The requirements may be modified by the
36 Chief of Police, but shall include at least the following:
37

- 38 (1) At the time of application, each applicant must be actively employed as a
39 police officer for a municipal, county, or state law enforcement agency that
40 handles a full array of urban police work. Each applicant must have a total
41 of at least three years of active service as a police officer for one or more
42 municipal, county, or state law enforcement agency. Employment by or
43 experience with a school or university law enforcement agency is not
44 acceptable.
45
46 2) Each applicant shall hold a current peace officer license from the Texas
47 Commission on Law Enforcement Officer Standards and Education

1 (TCLEOSE) or shall meet criteria established by the Chief for obtaining the
2 TCLEOSE license.

3
4 3) Each applicant will be subject to a background investigation.

5
6 b) The Chief of Police or his designee may, at his or her sole discretion, deny the
7 application of any applicant for the Modified Hiring Process and may determine whether
8 a particular applicant meets the eligibility requirements.

9
10 **Section 3. Selection and Placement**

11
12 a) The Chief of Police shall establish the selection criteria and procedures for the
13 Modified Hiring Process, which need not be the same as those established by Chapter
14 143 or those applicable to applicants for the position of Cadet in the Department's regular
15 Training Academy. Applicants who meet the selection criteria and procedures may be
16 hired without being placed on an eligibility list.

17
18 b) Upon hire, the applicant will be placed in the position of "Cadet Senior,"
19 regardless of any rank or position the officer previously held in another law enforcement
20 agency, to the same extent as if they had been hired under the processes prescribed by
21 Chapter 143. Each Cadet Senior must complete a Modified Training Academy and
22 probationary period.

23
24 **Section 4. Training and Probation**

25
26 a) The Chief of Police shall establish the training requirements for a Modified
27 Training Academy. All Cadet Seniors hired through the Modified Hiring Process must
28 successfully complete the Modified Training Academy.

29
30 b) Each Cadet Senior shall successfully complete a probationary period of at least
31 three months following completion of the Modified Training Academy, but not to exceed
32 the probationary period for officers hired through the Department's regular hiring
33 process.

34
35 **Section 5. Civil Service Status**

36
37 a) A Cadet Senior who successfully completes the Modified Training Academy will
38 be placed in the Civil Service classification of Police Officer and automatically becomes
39 a full-fledged Civil Service employee and has full Civil Service protection, subject to
40 successfully completing probation. Until completion of probation, each officer hired
41 through this Modified Hiring Process is an at-will employee who may be discharged by
42 the Chief of Police at any time, without right of appeal.

43
44 b) Until completion of probation, an officer hired through the Modified Hiring
45 Process is excluded from the coverage of Articles 17 and 18 and cannot file grievances
46 pursuant to Article 20 regarding disciplinary actions.

1
2 **Section 6. Pay and Seniority**
3

4 a) The Chief of Police may determine the pay rate for each Cadet Senior during the
5 Modified Training Academy. Upon completion of the Academy, the Chief of Police may
6 determine the pay rate for each Police Officer hired through this Modified Hiring
7 Process. Any pay rate established by the Chief shall not exceed that of an officer with
8 two years' experience in the Austin Police Department.
9

10 b) Regardless of the pay rate established for each Cadet Senior, seniority for
11 purposes of longevity pay shall begin when the officer successfully completes the
12 Modified Training Academy.
13

14 **Section 7. Promotional Eligibility**
15

16 Officers hired through the Modified Hiring Process must meet the same promotional
17 eligibility requirements as Austin Police Department officers hired through the
18 Department's regular initial hiring process.
19

20 **Section 8. Implementation**
21

22 The Modified Hiring Process described by this Article may be used at any time, for
23 any number of applicants, as authorized by the Chief of Police.
24

25 **Part D. Additional Provisions**
26

27 **Section 1. Benefit of the Bargain**
28

29 The Association and the City share the goal of recruiting and hiring the most qualified
30 applicants to become Austin Police Officers. The Association acknowledges the
31 significant effort and skill of the Department's Recruiting Unit in trying to meet this goal,
32 but recognize that the Department needs to be able to adjust hiring procedures as
33 necessary, without having to wait until the next Meet & Confer negotiation process. The
34 parties agree that the degree of flexibility incorporated into this Article is of benefit to
35 both parties and that this Agreement would not have been reached without the flexibility
36 provided by this Article.
37

38 **Section 2. Defense of Actions**
39

40 **In the event an applicant files an action against the CITY and the**
41 **ASSOCIATION on account of the operation of Article 14, the City agrees to jointly**
42 **defend on behalf of both parties the validity of this provision adopted by both**
43 **parties, with counsel of the CITY's choice. This provision does not preclude the**
44 **ASSOCIATION from retaining its own defense counsel, at its expense and the CITY**
45 **shall reasonably cooperate with counsel designated by the ASSOCIATION to**
46 **participate.**

1
2 **Section 3. Effect of Contract Expiration**

3
4 The provisions of this Article shall remain in full force and effect after expiration of
5 this Agreement as to:

6
7 a) Any hiring process which has been commenced in substantial reliance upon
8 the provisions of this Article;

9
10 b) The length of the “at will” probationary period for individuals in that status
11 prior to the expirations of this Agreement;

12
13 c) Any eligibility list created under the terms of this Article will remain in effect
14 for 24 months, notwithstanding the expiration of this Agreement;

15
16 d) Any interns who are participating in the Police Internship Program at the
17 expiration of this Agreement may be placed at the top of the first eligibility list created
18 after expiration of this Agreement.

19
20 **Section 4. Preemption**

21
22 It is expressly understood and agreed that all provisions of this Article and any
23 procedures developed under the authority granted in this Article shall preempt any
24 statute, Executive Order, local ordinance, City policy or rule which is in conflict with this
25 Agreement and the procedures developed hereunder, including for example and not by
26 way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas
27 Local Government Code, including but not limited to the provisions of Sections 143.021
28 through 143.027.

29
30
31 **ARTICLE 15**

32
33 **DRUG TESTING**

34
35 **Section 1. Commitment to an Effective Drug Interdiction Program**

36
37 The CITY and the ASSOCIATION agree that officers may be called upon in
38 hazardous situations without warning, and that it is imperative to the interest of the
39 officers and the public to ensure that officers are not substance impaired. In order to
40 further their joint interest in protecting officers and the public, the CITY and the
41 ASSOCIATION agree to mandatory drug testing as described in this section. The CITY
42 and the ASSOCIATION have a mutual interest in ensuring that drug impaired officers do
43 not perform law enforcement duties. The CITY and the ASSOCIATION are committed
44 to the principle that the mandatory drug testing policy for officers is designed and shall
45 be administered to result in disciplinary action only against those officers who have
46 violated the Police Department's rules, regulations, policies and procedures.

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Deleted:

1
2 **Section 2. Random Testing**
3

4 One hundred percent (100%) of officers at all ranks, including the Chief, shall be
5 susceptible to mandatory testing for illegal drugs and controlled substances during each
6 calendar year on a fair and impartial statistical basis at the CITY's expense. The fair and
7 impartial statistical basis (in which each officer has an equal chance of being selected
8 during a calendar year) shall be by a non-discriminatory computerized program operated
9 and certified as non-discriminatory by an independent firm hired by the CITY, and the
10 officer shall be tested upon being selected by the computer.

11
12 Upon notice of selection for random testing, any officer shall provide a urine sample
13 in accordance with the policy or protocol established by the testing laboratory. Failure to
14 provide a sample shall be equivalent to insubordination and may be the basis for
15 suspension or indefinite suspension.
16

17 **Section 3. Assurance of Accurate Results**
18

19 Officers shall have the right to request that their urine sample be stored in case of
20 legal disputes. The urine sample will be submitted to the designated testing facility where
21 a sample will be maintained for the period of one year. Officers may, at their own
22 expense, request to have a test administered at an approved physician's office
23 accompanied by the testing personnel provided such testing is administered within eight
24 (8) hours after notification by the Chief. Drug testing shall consist of a two-step
25 procedure:

- 26
27 1. Initial screening test.
28 2. Confirmation test.
29

30 Should a confirmation test be required, the test procedure will be technologically
31 different and more sensitive than the initial screening test. Officers shall be provided
32 with a notice of the result and may obtain a copy of the actual laboratory result upon
33 request to the Lieutenant assigned responsibility as Drug Testing Coordinator.
34

35 The CITY and the ASSOCIATION agree that only an appropriately certified
36 laboratory should conduct drug testing. The laboratory selected shall be experienced and
37 capable of quality control documentation, chain of custody and have a demonstrated
38 technical expertise and proficiency in urine analysis and shall comply with all
39 requirements of an appropriately certified laboratory. The CITY shall require any
40 laboratory selected for collecting samples to conduct a background investigation on those
41 laboratory personnel involved in the collecting or handling of an unsealed sample. In
42 addition, the CITY shall require any laboratory involved in collecting samples to use only
43 employees who have not been arrested by officers of the Austin Police Department or
44 convicted of a felony or misdemeanor crime involving dishonest conduct or possession of
45 illegal drugs to be involved in collecting or handling of an unsealed sample collected
46 from an officer. In the event that the laboratory that collects the initial samples is not the

1 same laboratory that conducts the actual testing of those samples, only the laboratory that
2 collects the initial samples must comply with the background and criminal history
3 provision of this Agreement. Test results shall be inadmissible in any administrative
4 disciplinary hearing if it is determined that the laboratory collecting samples failed to
5 conduct a background investigation on the laboratory personnel involved in collecting or
6 handling the unsealed sample which resulted in a positive test result.
7

8 All records pertaining to the Department-required drug tests shall remain confidential
9 except to the extent used in a disciplinary appeal. Drug test results and records shall be
10 stored in a locked file under the control of the Drug Coordinator, under the supervision of
11 the Chief, will maintain original copies submitted by the laboratory. No access to these
12 files shall be allowed without written approval of the Chief.
13

14 **Section 4. Testing on Reasonable Suspicion**

15
16 Nothing in this Article shall be construed to prohibit the Chief from conducting a
17 drug test on an officer, or a search of any areas in which the officer does not have a
18 personal privacy expectation, based upon reasonable suspicion in accordance with the
19 guidelines as set forth in Department policy for such by actions. Such actions may be
20 taken upon the agreement of any two supervisors that there is a reasonable basis for a
21 suspicion that:
22

- 23 a) An officer is presently using or under the influence of illegal drugs or inhalants
- 24
- 25 b) An officer has possession of illegal drugs or inhalants
- 26
- 27 c) An officer has been associated with or involved with others who were using or
28 under the influence of illegal drugs or inhalants, or who were in possession of
29 same, which association or involvement was not authorized or required in
30 connection with any law enforcement duty, under circumstances which
31 reasonably indicate participation or complicity with, or protection of such other
32 individuals
- 33
- 34 d) Any conduct or situation described in a-c immediately above involving
35 alcohol, while on duty, or which results in on-duty impairment.
36

37 **Section 5. Definitions**

38 For the purposes of this Article:

39
40 "Drug testing" shall be defined as the compulsory production and submission of a
41 urine sample by an officer for chemical analysis to detect the presence of prohibited drug
42 usage, in connection with the random testing process set forth herein; and production or
43 submission of urine, blood, or hair sample for a required test based on the reasonable
44 suspicion standards set forth herein.
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ARTICLE 16

**CITIZEN OVERSIGHT OF
THE AUSTIN POLICE DEPARTMENT**

Section 1. Citizen Oversight

a) Citizen Oversight means the process which incorporates citizen input into the administrative review of conduct of APD officers and the review of the Austin Police Department’s policies and procedures. The City of Austin may provide for Citizen Oversight of the Austin Police Department. Citizen Oversight may include an Office of the Police Monitor and a Citizen Review Panel. The City agrees that there will be no parallel process created in addition to the one contemplated by these provisions.

b) The purpose of Citizen Oversight is:

1. To assure timely, fair, impartial, and objective administrative review of complaints against police officers, while protecting the individual rights of officers and citizens;
2. To provide an independent and objective review of the policies and procedures of the Austin Police Department; and
3. To provide a primary, but not exclusive, location for accepting administrative complaints of officer misconduct.

c) Except as otherwise provided by this Agreement, the Chief of Police retains all management rights and authority over the process of administrative investigation of alleged misconduct by APD officers that could result in disciplinary action.

d) Except as specifically permitted in this Article the Citizen Oversight process, regardless of its name or structure, shall not be used or permitted to gather evidence, contact or interview witnesses, or otherwise independently investigate a complaint of misconduct by an officer. There shall be no legal or administrative requirement, including but not limited to subpoena power or an order from the City Manager or the Department, that an officer appear before or present evidence to any individual, panel, committee, group, or forum of any type involved in Citizen Oversight. This provision has no application to any Independent Investigation authorized by the Chief of Police or the City Manager, regardless of whether the Independent Investigation was recommended by a Panel or Police Monitor, or to any hearing of an appeal of disciplinary action pursuant to this Agreement and/or Chapter 143 of the Texas Local Government Code. Police officers remain subject to orders or subpoenas to appear and provide testimony or evidence in such investigations or hearings.

Section 2. The Office of the Police Monitor (“OPM”)

1
2 a) The Police Monitor will have unfettered access to the Internal Affairs
3 investigation process, except as provided herein. The Police Monitor may inquire of the
4 Commander of the Internal Affairs Division or the Chief of Police, or the Chief's
5 designee, as to the status of any pending IAD investigation.
6

7 b) The OPM shall not gather evidence, contact or interview witnesses (except the
8 complainant as provided herein), or otherwise independently investigate a complaint.
9 The OPM shall not have the authority to subpoena witnesses. There shall be no
10 administrative requirement, including but not limited to an order from the City Manager
11 or the Department, that a police officer appear or present evidence to the Police Monitor.
12 The OPM may obtain the following information in connection with the filing of a
13 complaint of officer misconduct:
14

- 15 1. The complainant's personal information;
- 16 2. The nature of the complaint;
- 17 3. Witness information;
- 18 4. The incident location, date, and time; and
- 19 5. The APD officer(s) involved.
- 20
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25 c) The OPM shall digitally audio record the taking of the information provided in
26 subsection (b). The OPM will promptly forward the completed complaint and audio
27 recording to IAD. A complaint by a complainant who is not a police officer shall not be
28 accepted unless the complainant verifies the complaint in writing before a public officer
29 who is authorized by law to take statements under oath. A complainant may be
30 subsequently interviewed by the IAD investigator for purposes of clarification or to
31 obtain additional information relevant to the investigation.
32

33 d) Personnel from the OPM shall assist an individual in understanding the complaint
34 process and the requirements for filing a complaint but shall not solicit or insist upon the
35 filing of a complaint by any individual.
36

37 e) A representative from the OPM may attend an interview of the officer who is the
38 subject of the investigation or administrative inquiry, as well as all witness interviews.
39 The OPM representative may not directly question the subject of the interview. At the
40 conclusion of any interview, the OPM representative may take the IAD investigator aside
41 and request that the investigator ask additional questions. Whether such information is
42 sought in any witness interview is within the discretion of the IAD investigator.
43

44 f) Neither the Police Monitor nor the Internal Affairs Representative(s) may remain
45 in the Dismissal Review Hearing (or any other administrative hearing conducted for the
46 purpose of determining whether the Department shall take disciplinary action against an

1 officer for alleged misconduct) while the chain of command discusses the final
2 classification and/or appropriate discipline, if any, to be imposed. The final classification
3 of an allegation of misconduct is within the sole discretion of the Chief of Police, subject
4 to the officer's right of appeal of any discipline imposed as provided by Chapter 143 of
5 the Texas Local Government Code and this agreement.
6

7 g) On a quarterly basis, the Police Monitor, the Chief of Police, the Commander of
8 the Internal Affairs Division, and the Association President shall meet to discuss issues
9 related to the citizen oversight process, and shall endeavor to answer questions, and
10 provide relevant information.
11

12 **Section 3. Citizen Review Panel ("Panel")**

13 **a) Function**

14
15
16 (1) The Panel shall serve to make recommendations to the Chief of Police as
17 provided in this Article, and in addition to review individual cases of officer conduct as
18 authorized in this Article. Panel members shall perform their duties in a fair and
19 objective manner.
20

21 (2) The Panel shall provide a public report setting forth the basis and concerns of
22 the Panel supporting any recommendation for an Independent Investigation. In addition,
23 the Panel shall provide a public report setting forth the Panel's conclusions and
24 recommendations after its review of any Independent Investigation.
25

26 **b) Qualifications**

27
28 To be eligible for appointment to the Panel, applicants must not have a felony
29 criminal conviction, received deferred adjudication for a felony, or be under felony
30 indictment. Prior to appointment, Panel members must submit to a criminal background
31 investigation to determine their eligibility to serve on the Panel. A felony conviction,
32 felony indictment, or felony deferred adjudication, after appointment, shall result in the
33 immediate removal of the member from the Panel by the City Manager.
34

35 **c) Training**

36
37 To serve on the Panel, each member must complete the training prescribed herein
38 prior to commencing their service on the Panel. The required training shall include: :
39

40 (1) Attend a three to four (3-4) day training by APD tailored specifically for Panel
41 members including, at a minimum, the following:
42

- 43 a. Special Investigations Unit;
- 44 b. Officer Involved Shootings;
- 45 c. Response to resistance;
- 46 d. The Police Training Academy;
- 47 e. Crisis Intervention Team;

- 1 f. Firearms, including FATS training;
- 2 g. Bomb and SWAT;
- 3 h. Ride-outs on at least two shifts in different parts of the City; and
- 4 i. A presentation by the Association.

5
6 (2) Attend six (6) hours of training provided by the Internal Affairs Division.

7
8 The training requirements of Section c) shall apply only to Panel members who
9 are appointed to the Panel after the effective date of this Agreement.

10
11 **d) Resign to Run**

12
13 Any person involved in the citizen oversight process as a Panel member, who files for
14 public elective office shall immediately resign from their position in the citizen oversight
15 process, and failing such resignation shall be immediately removed by the City Manager.

16
17 **e) Panel Review Process**

18
19 (1) Not later than thirty (30) calendar days after the mailing of the notice of the
20 outcome of the investigation to the complainant, the complainant may request
21 that the Police Monitor refer the complaint to the Panel.

22
23 (2) Without a complainant's request, only the following cases may be referred to
24 the Panel:

- 25 a. A "Critical Incident" as defined this Article;
- 26 b. The appearance of a pattern of serious misconduct by the officer
27 involved;
- 28 c. The appearance of a pattern of department-wide misconduct;
- 29 d. The appearance of serious official misconduct by one or more members
30 of the Department;
- 31 e. The appearance of bias based misconduct; or
- 32 f. The appearance of issue(s) to be addressed by policy, procedure, or
33 training recommendations.

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43 **f) Nature of Proceedings**

44
45 (1) The review of any case by the Panel shall not be conducted as a hearing or
46 trial. Except for the receipt of public input/communications as provided by this Section

1 or an Independent Investigation authorized by this Article, the Panel shall not gather
2 evidence, contact or interview witnesses, or otherwise independently investigate a
3 complaint. The Panel shall not have the authority to subpoena witnesses. There shall be
4 no administrative requirement, including but not limited to an order from the City
5 Manager or the Department, that a police officer appear or present evidence to the Panel.
6 The Panel shall immediately forward any information or evidence of which it becomes
7 aware to the Chief of Police through the Police Monitor.

8
9 (2) A quorum shall be established prior to beginning the review of any case by the
10 Panel.

11
12 (3) Not less than five (5) business days prior to a Panel meeting, the OPM shall
13 provide the Internal Affairs Division and the individual designated by the president of the
14 Association as the Panel liaison, with a copy of the Panel meeting agenda. The Panel
15 shall not take action upon or receive public input/communications concerning any case or
16 issue not listed as an agenda item. The Internal Affairs Division shall promptly notify
17 any officer who is the subject of a complaint listed as an agenda item as to the scheduled
18 Panel meeting. Notice of special meetings shall be handled in a similar manner, unless
19 circumstances require a shorter notice, in which case the notice shall be issued as soon as
20 the special meeting is scheduled.

21
22 (3) By virtue of its purely advisory role, the Panel is not a governmental body and
23 is not subject to the Open Meetings Act. Those portions of the meeting during which
24 public input/communication is accepted shall be open to the public and recorded by video
25 and audio cassette tape.

26
27 **g) Private Session**

28
29 (1) Prior to receiving any communication from the complainant or any other
30 public input/communications, the Panel may meet in private session to be briefed
31 concerning the facts of the particular case to be reviewed. Either the Police Monitor or
32 the IAD representative shall present to the Panel the information obtained from the IAD
33 investigation. Members of the Panel may be provided with READ ONLY electronic
34 access to all or part of the IAD files during these presentations.

35
36 (2) An APD officer designated by the president of the Association and one
37 individual from the Internal Affairs Division shall be present during the Panel private
38 session case briefing, including the portion of the private session described in subsection
39 "e" below, subject to the following provisions:

40 a. The Association's representative will not participate in the briefing and is
41 present only as an observer, with the following exceptions:

42
43 (i) The Association representative may request that the Police
44 Monitor allow the representative to present information relevant to a
45 case before the Panel.
46

1
2 (ii) A Panel member may request that the Association representative
3 present information relevant to a case before the Panel.
4

5 (iii) Any information provided by the Association representative
6 shall be presented in a neutral manner.
7

8 b. The Association representative may not be involved in the case as a
9 witness, investigator, relative, or officer in the chain of command.
10

11 c. Information in the possession of the Association representative as a result
12 of participation in such briefing shall not be disclosed or revealed other
13 than as necessary as a part of official Association business in monitoring
14 and enforcing this agreement, or in the normal course of dispute resolution
15 processes under this agreement.
16

17 (3) Panel members shall have full access to all administrative investigative and
18 disciplinary files necessary to perform their functions under this agreement. Panel
19 members may ask questions and obtain specific facts, details and information from the
20 Police Monitor, IAD, or the Chief's office. As part of such access, the Police Monitor
21 may permit individual Panel members to review an IAD case file for up to five (5) hours,
22 at the Police Monitor's office and in the presence of a member of the Monitor's staff.
23 This review opportunity may occur before the Panel's private session and/or after the
24 Panel's public session regarding such case. The prohibitions and restrictions in Section 8
25 of this Article apply to any confidential information viewed by Panel members during
26 this review opportunity. Panel members shall not copy or remove any portion of the file.
27 The Police Monitor shall be responsible for security of the file.
28

29 (4) During any private Panel briefing, the presenter should exercise discretion and
30 omit information from the briefing that the Police Monitor deems to be irrelevant to the
31 citizen's complaint, as well as information of a highly personal nature that would
32 constitute an unwarranted invasion of an individual's personal privacy interests.
33

34 (5) Upon completion of the Panel case briefing, the complainant shall be allowed
35 to address the Panel. The police officer who is the subject of the complaint may, but is
36 not required to attend and listen to the address by the complainant. If the complainant is
37 anxious or intimidated by the presence of the officer, the Panel shall videotape the
38 complainant's address to the Panel, and allow the officer to view and respond to the taped
39 statement outside the complainant's presence. Other than the complainant and the
40 responding police officer, only those persons authorized to attend the Panel case briefing
41 may be present during this portion of the Panel meeting.
42

43 **h) Public Session and Comments**
44

45 (1) After any address by the complainant and/or responding police officer, the
46 Panel shall meet in public session to receive any additional public input/communications

1 concerning the case under review. During the public session, the Police Monitor shall
2 take precautions to prevent discussion of the facts of the particular case and to prevent the
3 public session from being used as a forum to gather evidence, interview witnesses, or
4 otherwise independently investigate a complaint. Any individual who indicates that he
5 has new or additional evidence concerning the particular case shall be referred to the
6 Chief of Police or his designee. The rules that apply to citizen communications with the
7 City Council shall apply to the public session of the Panel meetings.

8
9 (2) The Police Monitor, in consultation with the Panel, shall set the time limits for
10 such proceedings.

11
12 **i) Deliberations**

13
14 After receiving public input, if any, the Panel shall discuss the particular case
15 under review in private session. The Police Monitor and/or the Assistant Police Monitor
16 may be present during such discussion. No other individual may be present unless, the
17 panel requests further information.

18
19 **j) Action and Recommendations**

20
21 (1) At the conclusion of the review process set forth above, the Panel, upon a
22 majority vote of its total members, may make the following recommendations to Chief of
23 Police:

- 24 a. Further investigation by the Department is warranted;
25
26 b. Department policies warrant review and/or change;
27
28 c. An "Independent Investigation" is warranted; or
29
30 d. A written, non-binding recommendation on discipline.
31

32
33 A recommendation on discipline is limited to cases involving a "critical incident"
34 as defined in this Article. The Panel shall not take action or make recommendations not
35 authorized by this Article.

36
37 (2) After the Citizen Oversight process has been completed for a "critical
38 incident," as that phrase is defined herein, the individuals involved in the Citizen
39 Oversight process may make non-binding disciplinary recommendations to the Chief of
40 Police. The final decision as to appropriate discipline is within the sole discretion of the
41 Chief of Police, subject to the officer's right of appeal of any discipline imposed as
42 provided by Chapter 143 of the Texas Local Government Code and this agreement. The
43 objectives of the process being served by a written recommendation as to discipline,
44 neither the OPM employees nor individual members of the Panel shall publicly express
45 agreement or disagreement with the final disciplinary decision of the Chief, other than as
46 set forth in the written recommendation. Any such recommendation shall not be publicly

1 disclosed prior to the Chief’s final decision. After the Chief of Police has made his final
2 decision, any such citizen or internal monitor recommendations shall be subject to public
3 disclosure to the extent permitted by law. Violation of this provision shall be subject to
4 the dispute resolution process set forth in Section 7 of this Article, but a Panel member
5 shall not be subject to permanent removal from the Panel except upon a second violation
6 of this standard.

7
8 (3) For purposes of this Section, the term “Critical Incident” shall mean:

- 9
10 a. An alleged use of force or other action by an Austin Police Officer that
11 directly results in serious bodily injury or death (The definition of
12 “serious bodily injury” found in the Texas Penal Code, Section
13 1.07(a)(46) will apply.);
14
15 b. A death in custody; or
16
17 c. An officer involved shooting.

18
19 (4) Members must attend the meeting and hear the merits of the case in order to
20 vote. The Panel’s recommendations shall be reduced to writing. The Panel’s written
21 recommendations shall explain the Panel’s issues(s) or concern(s).

22
23 (5) The Police Monitor shall consult with the Panel in formulating any
24 recommendations to the Chief of Police. All recommendations to the Chief of Police by
25 the Panel shall be made available to the public to the extent permitted by law and this
26 Agreement.

27
28 **Section 4. Independent Investigation**

29
30 a) In this Article, “Independent Investigation” means an administrative investigation
31 or inquiry of alleged or potential misconduct by an officer, authorized by the Chief of
32 Police or City Manager and conducted by a person(s) who is not:

- 33
34 (1) An employee of the City of Austin;
35
36 (2) An employee of the Office of the Police Monitor; or
37
38 (3) A volunteer member of the Panel.

39
40 b) An “Independent Investigation” does not include attorney-client work product or
41 privileged material related to the defense of claims or suits against the City of Austin.

42
43 c) The Chief of Police and the City Manager retain all management rights to
44 authorize an Independent Investigation concerning police conduct.

45
46 **Section 5. Public Report of Independent Investigation**

1
2 a) The provisions of Section 143.089(g) of the Texas Local Government Code are
3 expressly modified to the extent necessary to permit public release of a final report
4 prepared by an investigator who conducts an Independent Investigation authorized by the
5 Chief of Police or City Manager concerning police conduct.

6
7 b) The public release of information authorized by this Section shall not contain or
8 reveal evidentiary facts, or other substantive investigative information from the file,
9 except to the extent that such information is at the time of such release no longer
10 protected from public disclosure by law, or is already public as a matter of fact by lawful
11 or authorized means or by the officer's own release. For example, the names of officers
12 in an investigation may not be released, but could be released if those officers have
13 elected to enter the public debate and discuss their involvement, or if the public has been
14 informed of identities by lawful or authorized means in the course of grand jury or other
15 legal proceedings. The public statements authorized in this agreement are subject to
16 review by the City of Austin Law Department to insure compliance with this Agreement
17 and to determine whether the release of such information may be prohibited by any other
18 law.

19
20 c) This Section shall apply to any Independent Investigation whether completed
21 prior to or after the effective date of this Agreement and applies to every position and
22 rank within the Austin Police Department.

23
24 d) Section 143.089(g) of the Texas Local Government Code is modified and
25 superseded to the extent necessary to permit the public release of the following
26 information only:

- 27
- 28 1. A report setting forth the basis and concerns of the Panel supporting any
29 recommendation for an Independent Investigation.
 - 30
 - 31 2. A report setting forth the Panel's conclusions and recommendations after its
32 review of any Independent Investigation.
 - 33
 - 34 3. A report setting forth any policy recommendations made by the Panel.
 - 35
 - 36 4. A final report from an Independent Investigator, whether or not
37 recommended by the Panel. This Section shall also apply to any Independent
38 Investigation completed prior to ratification of this agreement.
 - 39
 - 40
 - 41
 - 42

43 **Section 6. Public Communication**

44
45 a) Except as permitted by this Agreement, employees of the OPM and members of
46 the Panel shall not publicly comment on the specifics of pending complaints and

1 investigations prior to a panel decision. All public comments and communications by the
2 OPM shall be factual and demonstrate impartiality to individual police officers, the
3 Austin Police Department, the Austin Police Association, employees of the City of
4 Austin, residents of the City of Austin, and community groups.

5
6 b) Should a person participating on a Panel make public statements which, to a
7 reasonable observer, would be perceived to express or demonstrate a position, bias, or
8 prejudice on the merits of a particular case that is under investigation or subject to
9 review, prior to the completion of the citizen panel process for that case, such person will
10 not be allowed to participate in the review, deliberation, or drafting of recommendations
11 concerning that case. This provision does not prohibit the Panel or an individual Panel
12 member from making generic, non-case related public statements about the Austin Police
13 Department, or from providing information about the process, which does not appear to
14 prejudice the merits, or demonstrate a bias on the case. In the event of a violation of this
15 standard, the Panel member shall be subject to permanent removal from the panel as set
16 forth below.

17
18 c) No public comment or communication (including but not limited to oral or written
19 statements, reports, newsletters, or other materials made, released, published or
20 distributed) by the OPM or Panel members will make reference to or identify an officer
21 by name, unless such release is then permitted by law, or the officer's name has become
22 public as a matter of fact by lawful or authorized means, or by the officer's own release.
23 Public comments or communications by the OPM and the Panel shall conform to state
24 and federal law and this Agreement regarding confidentiality, and shall not contain
25 information that is confidential or privileged under this Agreement or state, federal or
26 common law.

27
28 d) All OPM written publications shall be provided to the APD and the APA
29 simultaneously with distribution to the public.

30
31 **Section 7. Dispute Resolution**

32
33 a) Complaints concerning the conduct of OPM employees shall be filed with the
34 Police Monitor, or if the complaint concerns the personal conduct of the Police Monitor,
35 shall be filed with the City Manager. If not resolved at the first level, a fact finder shall
36 be appointed to review relevant materials and take evidence to reach written findings of
37 fact, which shall be expedited for final resolution within two weeks after appointment.
38 The fact finder shall be appointed by striking an AAA list, if the parties do not otherwise
39 agree on a fact finder. Upon conclusion of the fact finding, and after review and
40 evaluation of the fact finder's report, the Police Monitor (or City Manager if the
41 complaint concerns the personal conduct of the Police Monitor) shall make a decision.
42 The final decision shall be made by the City Manager.

43
44 b) Complaints concerning the conduct of Panel members shall be filed with the City
45 Manager. If a signed complaint is filed alleging specific comments by a Panel member
46 that violate the standards in subparagraph 6 (b) above, the Panel's consideration shall be

1 postponed or the particular Panel member shall not participate, until the matter is finally
2 resolved. A complaint may not be based on statements or conduct previously raised and
3 found insufficient for disqualification. Only one of such Panel members may be
4 temporarily disqualified under this provision on a particular case. The City Manager
5 shall promptly determine the complaint. The Association may appeal from the decision
6 of the City Manager through the expedited arbitration process in this agreement. If two
7 (2) consecutive complaints are found insufficient on a particular Panel member,
8 subsequent complaints on that Panel member shall not result in temporary removal, but
9 upon final determination that there has been a violation, such member shall be subject to
10 permanent removal. Nothing shall prevent the Chief from taking disciplinary action
11 within the statutory time frame, under the provisions of Chapter 143, as modified by this
12 agreement.

13
14 **Section 8. Access to Section 143.089(g) Files**

15
16 a) Information concerning the administrative review of complaints against officers,
17 including but not limited to Internal Affairs Division files and all contents thereof, are
18 intended solely for the Department's use pursuant to Section 143.089(g) of the Texas
19 Local Government Code (the 143.089(g) file.). All records of the Police Monitor's
20 Office that relate to individual case investigations and the APD 143.089(g) file, although
21 same are not APD files or records, shall have the same statutory character in the hands of
22 the Police Monitor, and shall not be disclosed by any person, unless otherwise authorized
23 by law. Public access to such information is strictly governed by this agreement and
24 Texas law. To the extent necessary to perform their duties, individuals involved in the
25 Citizen Oversight process are granted a right of access to the information contained
26 within the 143.089(g) files of police officers.

27
28 b) Individuals involved in the Citizen Oversight process shall not be provided with
29 information contained within a personnel file, including the 143.089(g) file of a police
30 officer, that is made confidential by a law other than Chapter 143 of the Texas Local
31 Government Code, such as records concerning juveniles, sexual assault victims, and
32 individuals who have tested positive for HIV. All persons who have access to IAD files
33 or investigative information by virtue of this agreement shall not be provided with access
34 to any records of criminal investigations by the APD unless those materials are a part of
35 the IAD administrative investigation file.

36
37 c) All individuals who have access by virtue of this agreement to IAD files or
38 investigative information, including the information contained within the 143.089(g) files
39 of police officers, shall be bound to the same extent as the Austin Police Department and
40 the City of Austin to comply with the confidentiality provisions of this Agreement,
41 Chapter 143 of the Texas Local Government Code, and the Texas Public Information
42 Act. All such individuals shall further be bound to the same extent as the Austin Police
43 Department and the City of Austin to respect the rights of individual police officers under
44 the Texas Constitution and the Fourth, Fifth, and Fourteenth Amendments to the U.S.
45 Constitution, including not revealing information contained in a compelled statement

1 protected by the doctrine set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), and
2 *Spevack v. Klein*, 385 U.S. 511 (1967).

3
4 d) A breach of the confidentiality provisions of this Agreement and/or Chapter 143
5 of the Texas Local Government Code by any individual involved in Citizen Oversight:

- 6
7 1. Shall be a basis for removal from office;
- 8
9 2. May subject the individual to criminal prosecution for offenses including, but
10 not limited to Abuse of Official Capacity, Official Oppression, Misuse of
11 Official Information, or the Texas Public Information Act; and/or
- 12
13 3. May subject the individual to civil liability under applicable State and
14 Federal law.

15
16 e) The confidentiality provisions of this agreement, Chapter 143 of the Texas Local
17 Government Code, and the Texas Public Information Act, are continuous in nature. All
18 individuals involved in Citizen Oversight are subject to these confidentiality provisions
19 even after their association with the Oversight process has terminated.

20
21 f) Following any review of an alleged violation of the confidentiality provisions of
22 this Agreement, the City Manager's office will provide information about the outcome of
23 that review to any officer(s) directly affected by the alleged violation.

24
25 **Section 9. Use of Evidence from the Citizen Oversight Process in Disciplinary**
26 **Appeals**

27
28 Opinions or recommendations from individuals involved in Citizen Oversight in a
29 particular case may not be used by a party in connection with an appeal of any
30 disciplinary action under the provisions of Chapter 143 of the Texas Local Government
31 Code and this Agreement. No party to an arbitration or Civil Service proceeding may use
32 or subpoena any member of the Citizen Review Panel or the Police Monitor (unless the
33 Police Monitor took the complaint in the relevant case) as a witness at an arbitration or
34 Civil Service proceeding including, but not limited to live or deposition testimony which
35 concerns their duties or responsibilities in the oversight process or their opinions or
36 recommendations in a particular case. This provision shall not prevent any testimony for
37 evidentiary predicate.

38
39 **Section 10. Partial Invalidation and Severance**

40
41 In the event that a Court Order, Judgment, Texas Attorney General Opinion, or
42 arbitration decision, which is final and non-appealable, or which is otherwise allowed to
43 take effect, which order, judgment, opinion, or decision holds that the right of access to
44 the information contained within the 143.089(g) files of police officers granted by this
45 Article or the public dissemination of information pursuant to this Article, results in
46 "public information" status under the Texas Public Information Act of the information

1 contained within the 143.089(g) files of a police officer, the provision or provisions
2 resulting in such a change in the status of the 143.089(g) file shall be invalidated and
3 severed from the balance of this Agreement.

4
5 **Section 11. Remedies**

6
7 **a) Benefit of the Bargain**

8
9 The CITY expressly retains its right and ability to proceed with the determination of
10 whether or not police misconduct occurred and the authority of the Chief to impose
11 disciplinary action. The ASSOCIATION recognizes the fact that such reservations are
12 essential to this Agreement. No dispute concerning the operation and function of the
13 Police Monitor's Office or the Panel shall impair or delay the process of the Chief's
14 investigation and determination of whether or not police misconduct occurred and the
15 degree of discipline, if any, to impose. This includes internal dispute resolution
16 procedures in this Agreement, any grievance process or arbitration, and any litigation
17 over such issues. In other words, any such dispute resolution processes may proceed, as
18 set forth in this contract or by law, but the disciplinary process may likewise and
19 simultaneously proceed to its conclusion without delay. The statutory time period for the
20 Chief of Police to take disciplinary action against an officer shall be tolled to the extent of
21 any period in which a court order, injunction, or TRO, obtained by the officer involved or
22 the Association on behalf of the officer, halts the Department's investigative or
23 disciplinary process. In no event will the actual time exceed 180 calendar days. The
24 parties agree that the processes in this Agreement, together with the remedies set forth
25 and the procedural protections and rights extended to officers in this Agreement are
26 adequate remedies at law for all disputes arising under this Article.

27
28 **b) Expedited Arbitration**

29
30 The parties have agreed to expedited arbitration for all unresolved grievances related
31 to the application or interpretation of this Article in order to achieve immediate resolution
32 and to avoid the need for court intervention in equity. Such arbitrations shall be
33 conducted pursuant to the Expedited Labor Arbitration Procedures established by the
34 American Arbitration Association ("AAA"), as amended and effective December 1,
35 2002. To be appointed, the arbitrator must be available to hear the arbitration within
36 thirty (30) calendar days of selection and a decision shall be made within one (1) week of
37 the hearing. The parties agree to create a list of pre-approved arbitrators. Failing same,
38 or in the absence of an available arbitrator from such pre-approved list, the arbitrator
39 designated by the AAA shall be required to be licensed as an attorney in the State of
40 Texas. The parties both agree that the arbitrator has the discretion to receive and hear
41 issues and testimony by written submission or phone conference, but may also require
42 live testimony where appropriate.

43
44 **Section 12. Preemption**

1 | It is expressly understood and agreed that all provisions of this Article shall preempt
2 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
3 with this Agreement and the procedures developed hereunder, including for example and
4 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
5 Texas Local Government Code, including but not limited to Section 143.089(g).

6
7
8 **ARTICLE 17**

9
10 **PROTECTED RIGHTS OF OFFICERS**

11
12 **Section 1. Effect of Article**

13
14 The following provisions shall apply to the administrative investigation of alleged
15 misconduct by APD police officers and the process of administrative discipline. To the
16 extent of any conflict between this Agreement and the provisions of Chapter 143 of the
17 Texas Local Government Code, the provisions of this Agreement shall control. To the
18 extent of any conflict between this Article and any other provision of this agreement, this
19 Article shall control.

20
21 **Section 2. Definitions**

22
23 In this Article:

- 24
25 a) "Complaint" means any affidavit, administrative referral, or other document
26 setting forth allegations or facts that may form the basis of future allegations
27 of misconduct against an officer and which serves as the basis for initiating
28 an investigation.
29
30 b) "Disciplinary Action" means suspension, indefinite suspension, demotion in
31 rank, reprimand, or any combination of those actions.
32
33 c) "Investigation" means an administrative investigation of alleged misconduct
34 by a police officer that could result in disciplinary action.
35
36 d) "Investigator" means an agent or employee of the Department or an
37 Independent Investigator who participates in conducting an investigation.
38
39 e) "Statement" means any communication (oral or written) setting forth
40 particulars or facts regarding the alleged misconduct under investigation.
41
42 f) "Evidence" means statements, reports, records, recordings, documents,
43 computer data, text, graphics, videotape, photographs, or other tangible forms
44 of information, including a "complaint".
45

46 **Section 3. Compelled Testimony**
47

1 There shall be no legal or administrative requirement, including but not limited to
2 subpoena power or an order from the City Manager or the Department, that an officer
3 appear before or present evidence to any individual, panel, committee, group, or forum of
4 any type involved in Citizen Oversight. This provision has no application to any
5 Independent Investigation authorized by the Chief of Police or the City Manager,
6 regardless of whether the Independent Investigation was recommended by the Citizen's
7 Review Panel or the Police Monitor, or to any hearing of an appeal of disciplinary action
8 pursuant to this Agreement and/or Chapter 143 of the Texas Local Government Code.
9 Police officers remain subject to orders or subpoenas to appear and provide testimony or
10 evidence in such investigations or hearings.

11
12 **Section 4. Access to Records by Officers**

13
14 a) Not less than forty eight (48) hours before the officer who is the subject of an
15 investigation provides a statement to an investigator, the officer shall be provided a copy
16 of the complaint(s). The Department may omit the name and/or identity of the person
17 making the complaint. In the event that the complaint(s) does not contain all allegations
18 of misconduct under investigation, not less than forty eight (48) hours before the
19 investigator begins the initial oral or written interrogation of the officer, the investigator
20 must inform the officer in writing of the additional allegations being investigated.

21
22 b) Before the officer who is the subject of an investigation provides a statement to an
23 investigator, the officer and his representative shall be provided an opportunity to review
24 any videotape, photograph, or other recording of the operative conduct or alleged
25 injuries, if any, which is the subject of the allegations if such recording is within the
26 possession or control of the Department.

27
28 c) An officer is entitled to a copy of his or her statement to the Internal Affairs
29 Division at the time when the statement is finalized and signed by the officer, but the
30 statement remains confidential in the hands of the officer pursuant to 143.089(g), APD
31 policy, and orders of non-communication about internal investigations, except for
32 consultations with counsel.

33
34 d) Before the officer who is the subject of an investigation provides a statement to an
35 investigator, the officer and his representative shall be allowed to review the portions of
36 any document(s) in which it is alleged that the officer provided false, incomplete,
37 inconsistent, or conflicting information, or in which it is alleged that the officer omitted
38 information in violation of any law or Department policy.

39
40 e) Before the officer who is the subject of an investigation provides a statement to an
41 investigator, the officer and his representative shall be allowed to review any report,
42 supplement, use of force report, or other statement recorded or written by the officer,
43 setting forth particulars or facts regarding the operative conduct which is the subject of
44 the allegation(s).

1 f) Not less than forty eight (48) hours before a Dismissal Review Hearing (or any
2 other administrative hearing conducted for the purpose of determining whether the
3 Department shall take disciplinary action against an officer for alleged misconduct), the
4 officer and his representative shall be allowed to review for five (5) hours all evidence
5 gathered or obtained during the investigation, and not previously reviewed by the officer
6 pursuant to this Section. The evidence available for review shall not include any
7 investigator's summary.

8
9 g) When the Chief of Police is notified that the Panel plans to review a case
10 involving a "critical incident" or an allegation of a civil rights violation, the officer and
11 his representative shall be given an opportunity to meet with the Internal Affairs
12 investigator and review witness statements and photographic or videotape evidence
13 contained in the IA file, for a period of up to five (5) hours.

14
15 h) Neither the officer nor his representative will be permitted to make copies of any
16 witness statements, audio tapes, photographic or videotape evidence reviewed; however,
17 they may take written notes only, provided that they comply with the confidentiality and
18 use provisions in Section 6.

19
20 i) Nothing in this Article shall be construed as requiring the Department to provide
21 or make available for review by the officer or his representative any evidence from
22 criminal investigations by the Austin Police Department unless that evidence is a part of
23 the Internal Affairs Division administrative file. No criminal investigation material that
24 is part of the Internal Affairs Department case file can be released if there is a pending
25 criminal investigation or judicial proceeding.

26 27 **Section 5. Audio Taping of Dismissal Review Hearings**

28
29 When a Dismissal Review Hearing (or any other administrative hearing conducted for
30 the purpose of determining whether the Department shall take disciplinary action against
31 an officer for alleged misconduct), is held, the officer who is the subject of the
32 investigation may audio tape the portion of the hearing in which the chain-of-command
33 discusses the IAD investigation and the disciplinary decision with the officer.

34 35 **Section 6. Confidentiality of Records and Misuse of Information**

36
37 The access to records provided in Section 4 of this Article has been granted in
38 exchange for the following agreements intended to insure confidentiality and to prevent
39 retaliation or the threat of retaliation against any witness in an investigation:

40
41 a) Retaliation or the threat of retaliation by an officer, or by an individual at the
42 direction of the officer, against the author of an Internal Affairs statement is strictly
43 prohibited. A sustained violation of this subsection shall result in either a temporary or
44 indefinite suspension.

1 b) If an officer is suspended pursuant to this Section, the officer shall have the right
2 to appeal the suspension to the Civil Service Commission or to an Independent Third
3 Party Hearing Examiner pursuant to the provisions of this Agreement and Chapter 143 of
4 the Texas Local Government Code. The Commission or the Hearing Examiner shall
5 decide whether the specific charge related to this Section is true. If the charge is found to
6 be true, the Commission or Hearing Examiner must affirm the disciplinary action and
7 cannot amend, modify, or reduce the period of disciplinary suspension.

8
9 c) Sections 143.053(e) & (f) of the Texas Local Government Code are hereby
10 superseded to the extent of any conflict with this Section.

11 12 **Section 7. Right to Representation**

13
14 An officer who is the subject of an investigation or administrative inquiry shall have
15 the right to be represented by an attorney of the officer's choice during an interview
16 provided the attorney complies with the Internal Affairs interview protocol. An officer
17 shall have the right to be represented by an attorney of the officer's choice during a
18 Dismissal Review Hearing (or other administrative hearing conducted for the purpose of
19 determining whether the Department shall take disciplinary action against an officer for
20 alleged misconduct.)

21 22 **Section 8. Violation of Officer's Rights**

23
24 If the Department or any investigator violates any of the provisions of this Article or
25 of Section 143.312 of the Texas Local Government Code while conducting an
26 investigation, the Department shall reverse any punitive action which depends upon
27 evidence resulting from a violation of this agreement; including a reprimand, and in any
28 appeal, evidence resulting from a violation of this agreement shall be specifically
29 excluded from introduction into evidence in any proceeding against the officer, including
30 any disciplinary appeal hearing. The hearing examiner or arbitrator may make such other
31 evidentiary rulings as are just and fair, after consideration of the circumstances of the
32 violation.

33 34 35 **ARTICLE 18**

36 37 **DISCIPLINARY ACTIONS, DEMOTIONS AND APPEALS**

38 39 **Section 1. Suspensions of Three (3) Days or Less**

40 41 **a) Appealable and Non-Appealable Suspensions**

42
43 It is understood that most officers will make some errors during their career
44 involving rule violations, including those who are good, professional police officers. The
45 parties agree that short disciplinary suspensions are for the purpose of reinforcing the
46 need for compliance with departmental standards and not necessarily as punishment.

1
2 The parties agree that when an officer is suspended for 1, 2, or 3 days the officer
3 may choose one of two methods of dealing with the suspensions as listed below.
4

5 (1) **Suspensions that may not be appealed.** The officer may choose to use
6 vacation or holiday time to serve the suspension with no loss of paid salary
7 and no break in service for purposes of seniority, retirement, promotion, or
8 any other purpose. The officer must agree that there is no right to appeal if
9 this method of suspension is chosen.
10

11 (2) **Suspensions that may be appealed.** The officer may appeal the suspension to
12 arbitration or the Civil Service Commission. If the officer chooses to appeal
13 the suspension, the arbitrator or Civil Service Commission's authority is
14 limited to ruling on whether or not the charges against the officer are true or
15 not true. If the arbitrator or Civil Service Commission finds the charges to be
16 true, there is no authority to mitigate the punishment. If the arbitrator or Civil
17 Service Commission finds the charges to be not true, the officer shall be fully
18 reinstated with no loss of pay or benefit.
19

20 b) **Arbitration Costs on Appealable Suspensions**
21

22 In the event that an officer appeals a 1, 2 or 3 day suspension to arbitration, it is
23 agreed that the party that loses the arbitration shall be responsible for all costs of the
24 arbitrator, including travel and lodging if necessary.
25

26 To facilitate such payment on the part of the officer he shall submit, at the time of
27 appeal, a signed payroll deduction agreement that if the arbitrator rules in favor of the
28 City he authorizes up to one hundred dollars (\$100.00) per month to be deducted from his
29 regular pay until such time as what would usually be the City's portion of the arbitrator's
30 costs have been satisfied.
31

32
33 c) **Reductions of Suspensions of Three (3) Days or Less to a Written Reprimand**
34

35 The parties agree that temporary suspensions of 1, 2, or 3 days that were imposed
36 on or after March 25, 2001, will be automatically reduced to a written reprimand under
37 the following conditions:
38

- 39 (1) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced
40 to a written reprimand two (2) years after the date the suspension was served
41 on the officer if:
42
43 i. The officer does/did not have a sustained complaint for
44 substantially similar conduct within two (2) years from the date the
45 suspension was served on the officer.
46

- 1 (2) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced
2 to a written reprimand three (3) years after the date the suspension was served
3 on the officer if:
4
- 5 i. The officer has been previously disciplined for substantially
6 similar conduct, and;
7
 - 8 ii. The officer does/did not have a sustained complaint for
9 substantially similar conduct within the next three (3) years from
10 the date the suspension was served on the officer.
11
- 12 (3) Any controversy over whether or not the prior conduct was substantially
13 similar may be presented to an arbitrator under the other provisions of this
14 Article.
15
- 16 (4) Suspensions of 1, 2, or 3 days that are/were appealed to the Civil Service
17 Commission or a Hearing Examiner are not eligible for reduction to a written
18 reprimand under this Agreement.
19
- 20 (5) Suspensions of 1, 2, or 3 days that are/were reduced to a written reprimand
21 shall not be introduced, cited, or used in any manner in subsequent
22 disciplinary suspensions or appeals as to that officer, but the original
23 disciplinary decision is not covered by this Section as to contentions of
24 disparate discipline by other officers.
25
- 26 (6) If the conditions set forth in subparts (a) or (b) are met, the Department shall
27 notify the Civil Service Commission in writing that the temporary suspension
28 has been reduced to a written reprimand. A copy of this document shall be
29 included in the IAD investigative file, and the Department shall enter a
30 notation in all disciplinary databases or records reflecting this change. The
31 parties agree that the Department and the Civil Service Commission will not
32 alter, destroy, conceal, or remove, any documents related to the temporary
33 suspension, including but not limited to the letter of temporary suspension that
34 was filed with the Commission as required by LGC 143.052(c), or the IAD
35 investigative file itself.
36

37 **Section 2. Suspensions of Fifteen (15) Days or Less**

38

39 If the Chief determines to suspend an officer for fifteen (15) days or less, the Chief
40 may, at his sole discretion in hardship cases, authorize use of the officer's accumulated
41 vacation leave to cover all or part of the suspension. It is also understood and agreed that
42 if the Chief permits the use of vacation days for suspension, such days off shall be
43 considered as equal punishment to traditional unpaid days of suspension. In no case will
44 sick leave be substituted for unpaid days of suspension.
45

1 **Section 3. Mutually Agreed Temporary Suspensions of Sixteen (16) to Ninety (90)**
2 **Days**

3
4 Either the Police Chief or the officer facing discipline may offer to impose or accept a
5 suspension without pay for a period from sixteen (16) to ninety (90) days. If the officer
6 accepts the mutually agreed suspension, there shall be no appeal either to the Police Civil
7 Service Commission, to the District Court or to a Hearing Examiner. It is also
8 understood and agreed that if the Chief permits the use of vacation days for suspension,
9 such days off shall be considered as equal punishment to traditional unpaid days of
10 suspension. In no case will sick leave be substituted for unpaid days of suspension.
11

12 **Section 4. Payment for Accrued Leave Upon Indefinite Suspension.**

13
14 a) An officer who has been indefinitely suspended may, upon request, be paid in a
15 lump sum for up to two hundred forty (240) hours of accrued vacation and up to one
16 hundred sixty (160) hours of accrued exception vacation.

17
18 b) If the indefinite suspension is overturned as a result of the appeal, the Civil
19 Service Commission or a Hearing Examiner may restore such leave, but a total award of
20 leave and backpay, if any, shall be offset by the amount paid to the officer under Section
21 a) above.

22 **Section 5. Alternative Discipline by the Police Chief**

23
24 In considering appropriate disciplinary action the Police Chief may require that an
25 officer be evaluated by a qualified professional designated by the Police Chief. If that
26 professional recommends a program of counseling and/or rehabilitation for the officer,
27 the Police Chief may, as an alternative to temporary or indefinite suspension, or in
28 combination with a temporary suspension, require that the officer successfully complete
29 the recommended program. The program of counseling and/or rehabilitation will be
30 completed on the officer's off-duty time, unless the Police Chief approves the use of
31 accrued vacation leave or sick leave. The officer shall be responsible for paying all costs
32 of the program of counseling and/or rehabilitation which are not covered by the officer's
33 health insurance plan. If the officer's misconduct involves alcohol-related behavior, the
34 Police Chief may require that the officer submit to mandatory alcohol testing, when
35 ordered by the Police Chief, for a specified period of time. If, after entering the program
36 of counseling and/or rehabilitation, the officer fails or refuses to complete the program,
37 the officer may be indefinitely suspended. The officer has the right to appeal to the
38 Police Civil Service Commission or to a third party Hearing Examiner any discipline
39 imposed under this section by filing an appeal notice in accordance with the provisions of
40 Chapter 143. On appeal, the Police Civil Service Commission or Hearing Examiner shall
41 have the same duties and powers set forth in Chapter 143, but shall not have the power to
42 substitute a program of counseling and/or rehabilitation different from the program
43 imposed by the Police Chief or to substitute any period of suspension for the required
44 program of counseling and/or rehabilitation.
45

46 **Section 6. Alternative Discipline by Agreement**

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2 In considering appropriate disciplinary action, the Police Chief may require that an
3 officer be evaluated by a qualified professional designated by the Police Chief. If that
4 professional recommends a program of counseling and/or rehabilitation for the officer,
5 the Police Chief may offer the officer the opportunity to enter into an alternative
6 disciplinary agreement under which the officer would accept a temporary suspension of
7 up to ninety (90) days and agree to successfully complete the program of counseling
8 and/or rehabilitation recommended by the qualified professional designated by the Police
9 Chief. The program of counseling and/or rehabilitation will be completed on the officer's
10 off duty time, unless the Police Chief approves the use of accrued vacation leave or sick
11 leave. The officer shall be responsible for paying all costs of the program of counseling
12 and/or rehabilitation, which are not covered by the officer's health insurance plan. If the
13 officer's misconduct involved alcohol related behavior, the Police Chief may require that
14 the officer submit to mandatory alcohol testing, when ordered by the Police Chief, for a
15 specified period of time. If the officer accepts the opportunity for agreed alternative
16 discipline, the officer may not appeal any terms of the Agreement. If the officer fails to
17 successfully complete the program of counseling and/or rehabilitation, the officer may be
18 indefinitely suspended without right of appeal.
19

20 **Section 7. Last Chance Agreement**
21

22 a) In considering appropriate disciplinary action, the Police Chief may require that
23 an officer be evaluated by a qualified professional designated by the Police Chief. If that
24 professional recommends a program of counseling and/or rehabilitation for the officer,
25 the Police Chief may offer the officer, as an alternative to indefinite suspension, the
26 opportunity to enter into a last chance agreement. The agreement may include the
27 following provisions in addition to any other provisions agreed upon by the officer and
28 the Police Chief.
29

- 30 (1) The officer will successfully complete the program of counseling and/or
31 rehabilitation recommended by the qualified professional designated by the
32 Police Chief.
33
34 (2) The program of counseling and/or rehabilitation will be completed on the
35 officer's off-duty time, unless the Police Chief approves the use of accrued
36 vacation leave or sick leave. The officer shall be responsible for paying all
37 costs of the program of counseling and/or rehabilitation, which are not
38 covered by the officer's health insurance plan.
39
40 (3) The officer will agree to a probationary period not to exceed one (1) year,
41 with the additional requirement that if, during the probationary period, the
42 officer commits the same or a similar act of misconduct, the officer will be
43 indefinitely suspended without right of appeal.
44

45 b) If the officer's misconduct involves alcohol-related behavior, the Police Chief
46 may require that the officer submit to mandatory alcohol testing, upon order by the Police

1 Chief, for a specified period of time. If the officer accepts the opportunity for a last
2 chance agreement, the officer may not appeal any terms of the agreement. If the officer
3 fails to successfully complete the agreed upon program, the officer may be indefinitely
4 suspended without right of appeal.

5
6 **Section 8. Extending Disciplinary Deadline by Agreement**

7
8 a) An officer and the Chief, or designee, may agree to extend any statutory deadline
9 for imposing discipline for a period not to exceed thirty (30) days. Either the officer or
10 the Chief may offer or request the extension. The agreement to extend the statutory
11 deadline shall be in writing and shall be signed by both the officer and the Chief, or
12 designee.

13
14 b) Any disciplinary action taken by the Chief before the extended deadline shall be
15 considered timely. An agreement to extend the deadline does affect an officer's right of
16 appeal from the disciplinary action.

17
18 **Section 9. Hearing Examiner Retained**

19
20 The CITY recognizes that during the term of this Agreement officers have the right to
21 an appeal of an indefinite suspension or suspension for a definite number of days (subject
22 to the provisions herein on non-appealable suspensions of 1 to 3 days) before a Hearing
23 Examiner as provided in Section 143.057 of the Texas Local Government Code. During
24 the term of this Agreement, the parties specifically agree to retain this right of appeal, as
25 modified herein, notwithstanding any change to Section 143.057 which may occur as a
26 result of court or legislative action.

27
28 **Section 10. Hearing Examiner Provisions**

29
30 In order to be mutually accepted on the hearing examiners list, an individual must be
31 impartial to the ASSOCIATION and the CITY, shall be a member of the American
32 Arbitration Association (AAA), have formal training in presentation and evaluation of
33 evidence, and have experience in deciding municipal employment issues.

34
35 **Section 11. Procedures for Hearings Before Police Civil Service Commission and
36 Independent Hearing Examiners**

37
38 It is expressly agreed that Police Civil Service Commission hearings and hearings
39 before Hearing Examiners under 143.057 are informal administrative hearings and are
40 not subject to discovery or evidentiary processes. Specifically it is understood that
41 neither the Texas Rules of Evidence (TRE) or the Texas Rules of Court (TRC) apply to
42 such hearings. If the Department calls a witness to testify during a hearing and that
43 witness has given a statement to Internal Affairs regarding the pending case, then the
44 Department will provide a copy of that statement to the officer's counsel at the time the
45 witness is called to testify.

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1 **Section 12. Procedures Before Hearing Examiners**

2
3 In any proceeding before a hearing examiner, the following procedures shall be
4 followed:

- 5
6 a) The Department shall furnish the charge letter to the hearing examiner by
7 delivering a copy to the AAA far enough in advance, so that the hearing
8 examiner receives the copy at least five (5) days before the start of the
9 hearing.
10
11 b) The officer may furnish a position statement to the hearing examiner by
12 delivering copies to the AAA and to the Department far enough in advance, so
13 that the hearing examiner and the Department receives the copies at least five
14 (5) days before the start of the hearing.
15
16 c) At the close of the presentation of evidence, the hearing examiner shall
17 conduct a post-hearing conference with counsel for the Department and the
18 officer and advise counsel what issue(s) the hearing officer wants covered in
19 post-hearing briefs. This does not preclude either party from briefing
20 anything not requested by the hearing examiner.
21
22 d) Failure of the AAA to meet its obligations as set out in this Subsection does
23 not jeopardize the hearing rights of either the City or the officer.
24

25 **Section 13. Special Appeal Process for Demotions**

- 26
27 a) This Section applies only to involuntary demotions based on misconduct or
28 performance issues. It does not apply the following:
29
30 (1) Demotions related to the return from military service of another officer;
31 (2) Demotions caused by a reduction in force;
32 (3) Demotions related to the reinstatement of another officer after recovery from a
33 disability;
34 (4) Demotions from the rank of Assistant Chief of Police; or
35 (5) Demotions related to the reinstatement of another officer after indefinite
36 suspension.
37
38 b) If the Chief chooses to demote an officer, the Chief shall file with the Civil
39 Service Commission a written statement giving the reasons for the demotion. A copy of
40 the written statement shall be furnished immediately to the affected officer.
41
42 c) The officer may appeal the demotion by filing a written appeal notice with the
43 Director of Civil Service within ten (10) days after the date of the demotion. The officer
44 may elect to appeal to an independent third-party Hearing Examiner selected in
45 accordance with the provisions of Section 143.057 of the Local Government Code, as

1 amended by this Agreement. The officer's election to appeal to a Hearing Examiner
2 must be contained in the officer's initial notice of appeal.

3
4 d) During the pendency of the appeal, the officer's rank and pay shall not be
5 changed but the Chief may reassign the officer to perform duties appropriate to the rank
6 held by the officer immediately prior to the promotion. The officer's absence from his
7 promoted position shall not create a vacancy, but the Chief may pay higher classification
8 pay to another officer to perform the duties of the promoted position.

9
10 e) If the officer appeals to the Civil Service Commission, the decision of the
11 Commission is final and may not be appealed further. If the officer appeals to a Hearing
12 Examiner, the decision may be appealed only on the grounds that the Hearing Examiner
13 was without jurisdiction or exceeded its jurisdiction or that the order was procured by
14 fraud, collusion, or other unlawful means.

15
16 f) If the Commission or Hearing Examiner upholds the Chief's demotion, the officer
17 shall be returned to the rank held immediately prior to the promotion, the officer's pay
18 shall be adjusted accordingly, and the officer's name shall be permanently removed from
19 the promotional eligibility list if the list is still in effect. The officer's time in grade in the
20 promoted position shall not count toward eligibility for future promotion.

21
22 g) If the Commission or Hearing Examiner overturns the Chief's demotion, the
23 officer shall be returned to the promoted rank in an assignment to be determined by the
24 Chief.

25
26 h) In addition to the provisions listed in Section 18 *Preemption*, below, this Section
27 shall be entitled to preemption including but not limited to Sections 143.010, 143.015,
28 143.054, 143.057 and all provisions of Subchapter B of the Texas Local Government
29 Code Chapter 143.

30 31 **Section 14. Substitution of Demotion for Indefinite Suspension**

32
33 In the appeal of an indefinite suspension, the Civil Service Commission or a Hearing
34 Examiner may substitute a demotion for the indefinite suspension imposed by the Chief.

35 36 **Section 15. Mediation**

37
38 The City shall implement a voluntary mediation process concerning citizen
39 complaints. The Association may appoint two persons to work with the City in
40 developing the specific operating procedure. The process shall include and be based
41 upon the following concepts:

- 42
43 a) Mediation shall be an option offered to the complainant at the time the initial
44 complaint is filed for minor nature complaints, such as rudeness.
45
46 b) For a complaint to proceed to mediation, both the officer and the complaining
47 citizen must voluntarily agree.

- c) Once mediation has been agreed to, the matter cannot be returned to the Department to be handled as a disciplinary matter.

Section 16. Effect of Contract Expiration

The provisions of this Agreement shall remain in full force and effect after expiration of this Agreement as to:

- a) Any investigation assigned a Control Number by the Internal Affairs Division prior to the expiration of this Agreement;
- b) Any disciplinary decision by the Chief prior to the expiration of this Agreement; or
- c) Any appeals of such disciplinary action.

Section 17. Preemption

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to the provisions of Section 143.072, the provisions of Subchapter D of Chapter 143 and all specific provisions referred to in this Article.

ARTICLE 19

ASSIGNMENT CHANGES

Section 1. Advance Notice of Assignment Changes.

Except for normal shift rotations, for assignment changes that are determined far enough in advance, the Department will provide a twenty-eight (28) calendar-day notice to the affected officer. Advance notice of the assignment change may be waived by the Chief or his designee, if prior notice is not in the best interest of the Department or in any emergency situations. Advance notice of the assignment change may be waived by the officer. In the event of special hardship, an affected officer may appeal to the Assistant Chief of their Bureau for consideration of temporary scheduling or other adjustments to reduce or address personal hardships. The Chief shall create a joint committee with representatives appointed by the ASSOCIATION to evaluate hardship claims and to recommend action to the Assistant Chief.

Section 2. Requested Job Assignment Transfers.

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1
2 A reasonable, good faith effort shall be made to post initial assignment vacancies. It
3 is recognized and understood that notice cannot be sent for all backfill transfers resulting
4 from the initial vacancies. The usual process shall be to post notice and reference to the
5 APD bulletin board and City email. This notice may be sent out to all employees on
6 alpha pager, as near as possible to ten (10) days before closing the application process
7 whether or not you get it. It shall be satisfactory to send an “all page” notice whether or
8 not each individual officer receives it. Oral or written reprimands shall not affect an
9 employee’s ability to apply for a transfer to a sought after position, but may be
10 considered along with all other factors in making a selection among applicants. Applying
11 for a posted position shall neither jeopardize nor insure an officer’s current assignment.
12 The Chief shall establish a committee with representatives appointed by the
13 ASSOCIATION to recommend changes or improvements in the process of posting notice
14 of job assignment opportunities or openings.
15
16

17 **ARTICLE 20**

18 **AGREEMENT GRIEVANCE PROCEDURE**

19 **Section 1. Goals and Objectives**

20
21
22
23 The parties agree that they share the interest of resolving disputes with minimum
24 confrontation. To this end, the parties will attempt to insure that disputes are identified
25 and resolved through a process committed to mutual respect, open communication, and
26 joint problem solving.
27
28

29 **Section 2. Nature of Grievances**

30
31 As used in this Article, a “grievance” is defined as any dispute, claim, or complaint
32 involving the interpretation, application, or alleged violation of any provision of this
33 Agreement. A grievance may be filed under this procedure by the ASSOCIATION or by
34 any individual officer to whom this AGREEMENT applies. A grievance which does not
35 relate to the application and/or interpretation of any provision of this Agreement shall be
36 processed in accordance with a procedure to be established in writing by the Chief of
37 Police. Grievances pending as of the effective date of this Agreement shall be processed
38 under procedures in effect prior to the Agreement. Pending shall mean that the written
39 grievance has been filed.
40

41 **Section 3. Timelines**

42
43 Any timeline or deadline provided in this Article may be extended by mutual written
44 agreement of the parties involved at the particular step of the process where the timeline
45 applies. If any timeline or deadline for a decision is missed by the City, the grievance
46 automatically proceeds to the next step in the process. If any timeline or deadline for a

1 decision is missed by the Association, the grievance is considered to be resolved and
2 dismissed.

3 4 **Section 4. Steps of Grievance Procedure**

5
6 The steps of this grievance procedure are as follows:

7 8 **Step 1**

9 10 **a) Filing of Grievance**

11
12 The Association President or an aggrieved officer who desires to file a grievance
13 under this procedure must file his/her grievance with the Association Grievance
14 Committee within thirty (30) business days after the Association President or the officer
15 knew of or should have known of the facts or event(s) giving rise to the grievance. A
16 copy of the grievance shall be forwarded to the Chief of Police, or designee, by the
17 Association Grievance Committee within three (3) business days after receipt of the
18 grievance.

19 20 **b) Response by Association Grievance Committee**

21
22 Within fifteen (15) business days after its receipt of a grievance filed by an
23 individual officer or filed on behalf of the Association under this procedure, the
24 Association Grievance Committee shall determine, in its sole discretion, if a valid
25 grievance exists. If the Association Grievance Committee determines that the grievance
26 is valid, the grievance shall proceed to Step 2 of this procedure. If the Association
27 determines that the grievance is not valid, the Association President will notify the Chief
28 that no further proceedings are necessary.

29 30 **Step 2**

31
32 Any grievance found to be valid by the Association Grievance Committee shall be
33 submitted to the Chief of Police within fifteen (15) business days of the Step 1 ruling.
34 Each grievance shall be submitted on a form agreed to by the parties and must include:

- 35
36 (1) A brief statement of the grievance and the facts or events upon which it is based;
37
38 (2) The section(s) of the Agreement alleged to have been violated;
39
40 (3) The steps taken, if any, by the grievant to resolve the issue; and
41
42 (4) A proposed resolution of the grievance.

43
44 A grievance submitted in substantial compliance with this section shall not be denied
45 on the basis of form. Within fifteen (15) business days after receipt of the Step 2

1 grievance, the Chief of Police shall submit a written response to the Association
2 Grievance Committee.

3
4
5 **Step 3**

6
7 If a grievance is not resolved at Step 2 , the Association may within fifteen (15)
8 business days after receipt of the Chief's Step 2 response, submit the grievance to
9 arbitration in accordance with the provisions of this Agreement. The grievance
10 arbitration procedure shall be implemented by the Association notifying the Chief of
11 Police in writing of its intent to submit the grievance to arbitration.

12
13 **Step 4**

14
15 The arbitration hearing will be scheduled by agreement at the earliest date possible,
16 preferably within thirty (30) business days after submitting the grievance to arbitration.
17 The arbitrator will be selected as agreed or under the AAA process.

18
19 The hearing shall be held at a location which is convenient for all parties and the
20 arbitrator and shall be conducted informally, without strict evidentiary or procedural
21 rules. Unless otherwise mutually agreed, the submission to the arbitrator shall be based
22 on the written grievance statement submitted by the Association Grievance Committee at
23 Step 2. The arbitrator shall consider and decide only the issue(s) in the grievance
24 statement or submitted in writing by agreement of the parties. The hearing shall be
25 concluded as expeditiously as possible and the arbitrator's written decision shall be
26 provided to both parties within thirty (30) calendar days after close of the hearing, unless
27 the parties mutually agree otherwise

28
29 The parties specifically agree that the arbitrator's authority shall be strictly limited to
30 interpreting and applying the explicit provisions of this Agreement. The arbitrator shall
31 not have authority to modify the agreement or create additional provisions not included in
32 the Agreement. The parties agree that neither the City nor the Association shall have *ex*
33 *parte* communications with the arbitrator concerning any matter involved in the
34 grievance submitted to the arbitrator.

35
36 Each party shall be responsible for its own expenses in preparing for and representing
37 itself at arbitration. The fees of the arbitrator shall be borne by the losing party. In the
38 event of a composite decision, the arbitrator shall determine the portion of such cost to be
39 borne by each party. The written decision of the arbitrator may be appealed only on the
40 grounds that the arbitrator was without jurisdiction or exceeded his jurisdiction; that the
41 decision was procured by fraud, collusion, or other unlawful means; or that the
42 arbitrator's decision is based upon a clear and manifest error of law.

43
44
45 **Section 5. Election of Remedies**

1 It is specifically and expressly understood that filing a grievance under this Article,
2 which has as its last step final and binding arbitration, constitutes an election of remedies.

3
4 **Section 6. Statutory Appeals and Hearings**

5
6 Except as specifically provided in this Agreement, all statutory rights of appeal to the
7 Civil Service Commission or Hearing Examiner, including disciplinary matters,
8 promotional bypasses, and demotions will be governed by Chapter 143 and are not
9 subject to this contract grievance procedure.

10
11
12 **ARTICLE 21**

13
14 **TERM OF AGREEMENT**

15
16 **Section 1. Term of Agreement**

17
18 a) This Agreement shall be effective as of the date it is ratified by the City Council,
19 except as to any provisions herein specifically made effective on any other date. It shall
20 remain in full force and effect, subject to the provisions of this Article, until September
21 30, 2011.

22
23 b) The provisions of this Agreement do not apply to any officer who separates from
24 City employment before the effective date of this Agreement or before the effective date
25 of any specific provisions hereof.

26
27 **Section 2. Additional Option Year**

28
29 The City may, at its option, extend this Agreement for one additional year, by
30 notifying the Association on or before March 1, 2011, that it chooses to so extend this
31 Agreement. All provisions of this Agreement will remain in full force and effect, subject
32 to the provisions of this Article, during the additional year of this Agreement, which shall
33 end on September 30, 2012.

34
35 **Section 3. Continuing Relationship**

36
37 a) The parties acknowledge their longstanding history of successful Meet & Confer
38 negotiations and their joint efforts to continue to build on the framework of each previous
39 agreement. This Agreement is the product of that relationship and negotiation history.
40 Rather than including in this agreement many of the details or the processes which were
41 in former agreements, the parties have limited the provisions in this agreement to those
42 that are necessary. This includes agreements on the issues which may require a
43 contractual modification of existing civil service law (access to the 143.089(g) file, and
44 release of defined reports from Independent Investigations), agreements to outline the
45 broad concepts of citizen oversight, and agreements which clarify rights which exist with
46 or without the agreement. Other aspects of the City's implementation of citizen oversight

1 are its prerogatives under Texas law and the City Charter, and do not require contractual
2 provisions. Both parties recognize that the City may proceed with citizen oversight under
3 this new agreement substantially as it has done under the prior agreement, and the City is
4 entitled to the maintenance of those prior rights and prerogatives, although this agreement
5 does not require the City to operate citizen oversight under the prior provisions, except to
6 the extent now specified in this agreement. Both parties recognize that without the
7 continued ability of the City to carry out citizen oversight, this agreement would not have
8 been reached, either as to the economic issues or the additional provisions for the
9 procedural protections of officer's rights.

10
11 b) In the event of any court order, judgment, Texas Attorney General's opinion or
12 arbitration decision brought or caused by officers or the APA which substantially impairs
13 oversight access to the 143.089(g) file, prevents release of the defined portions of reports
14 of independent investigation, invalidates the 180 tolling provision in Article 16, or
15 impairs the City's right to expedited arbitration as contemplated herein, the City may
16 reopen negotiations to resolve and correct the issue or an alternate resolution. If a
17 negotiated resolution of the issue is not achieved, the City may terminate this agreement
18 after ninety (90) days written notice, and the parties may resume negotiations toward a
19 successor agreement under the provisions Section 143.301 et.seq., of the Texas Local
20 Government Code.

21
22 c) In the event of any court order, judgment, Texas Attorney General's opinion or
23 arbitration decision brought or caused by the City of Austin or other party with standing
24 under this agreement substantially impairs the provisions of Article 17 pertaining to
25 officer's rights, or which would allow full access to investigative evidence of officer
26 misconduct in the absence of a disciplinary decision imposed by the Chief, the APA may
27 reopen negotiations to resolve and correct the issue or an alternate resolution. If a
28 negotiated resolution of the issue is not achieved, the City may terminate this agreement
29 after ninety (90) days written notice, and the parties may resume negotiations toward a
30 successor agreement under the provisions Section 143.301 et.seq., of the Texas Local
31 Government Code.

32
33 **Section 4. Notice and Renegotiation**

34
35 If either the City or the Association desires to engage in negotiation for a successor
36 Agreement, then either or both shall give the other party written notice of its desire to
37 negotiate for a new Agreement no less than 120 days before the expiration of the present
38 Agreement. In the event that notice of intent to renegotiate is given by either party, the
39 parties will begin negotiations for a new Agreement not later than sixty (60) days after
40 notice is given, unless the parties agree otherwise.

41
42
43
44 **Section 5. Continuation During Negotiations**

1 If the parties are engaged in negotiations for a successor Agreement at the time this
2 Agreement expires, the Association's and the City's negotiating teams shall have the
3 authority to extend this Agreement in thirty (30) calendar day increments by mutual
4 written agreement, during any period of good faith negotiations after such termination
5 date, not to exceed a total of six (6) months.
6

7 **Section 6. Effect of Termination**
8

9 a) In the event that a successor Agreement has not been ratified before the expiration
10 date of this Agreement (the expiration date of September 30, 2011, the extended
11 expiration date of September 30, 2012, or any extended expiration date under Section 5
12 above), all provisions of this Agreement, both economic and non-economic, shall expire
13 and no longer be in full force and effect, except as to specific Articles or Sections hereof
14 which provide that some or all of their terms will continue beyond expiration of this
15 Agreement.
16

17 b) In the event of any temporary expiration of the prior agreement before the legally
18 effective approval of this Agreement, this Agreement shall nevertheless control all
19 matters and rights defined hereunder, in spite of any such interim lapse or gap, as if this
20 Agreement had become immediately effective upon the expiration of the prior
21 Agreement. This provision of the Agreement shall not require exhaustion of
22 administrative remedies by any person claiming rights relating to it or asserting its
23 validity.
24

25 c) After expiration/termination of this Agreement, it is expressly understood that the
26 wages and compensation specified in this Agreement may then be placed at a level
27 determined by the City Manager, as funds are authorized by the City Council, and this
28 does not preclude wages and compensation being rolled back to pre-contract levels, as
29 they existed on the day prior to the effective date of this Agreement.
30

31 **Section 7. Funding Obligations**
32

33 The CITY presently intends to continue this Agreement each fiscal year through its
34 term, to pay all payments due, and to fully and promptly perform all of the obligations of
35 the CITY under this Agreement. All obligations of the CITY shall be paid only out of
36 current revenues or any other funds lawfully available therefore and appropriated for such
37 purpose by the City Council, in compliance with the Texas Constitution, Article XI,
38 Sections 5 and 7. In the event that the City of Austin cannot meet its funding obligations,
39 as provided in the State Constitution, this entire Agreement becomes null and void.
40
41
42
43
44

45 **Article 22**
46

1 **Notices**

2
3 **Section 1. Association Notices**

4
5 Notices the Association is required to provide to the City under this Agreement or
6 Chapter 143, unless specifically noted otherwise, will be provided in writing to the office
7 of the Chief of Police and the designated representative of the City Attorney’s Office.

8
9 **Section 2. City Notices**

10
11 Notices the City is required to provide to the Association under this Agreement or
12 Chapter 143, unless specifically noted otherwise, will be provided in writing to the
13 Association President’s office and the Association’s designated attorney.

14
15 **Section 3. Designation of Notice Recipients**

16
17 Within 10 calendar days after the effective date of this Agreement, both parties will
18 provide the other written notice of the correct mailing and e-mail addresses of its
19 designated recipients.

20
21 **Section 4. Timeliness of Mail Notice**

22
23 A notice provided by mail will be deemed timely if addressed to the two correct
24 mailing addresses for the City or the Association and postmarked no later than the date
25 such notice is due.

26
27 **Section 5. Adequacy of Email Notice**

28
29 Use of email communications under this paragraph shall be preceded by confirmed
30 exchanges at the outset of the agreement, from the sending to receiving servers, prior to
31 using the email option for notices under this section. Each party agrees to provide notice
32 of any change in email addresses of any designated recipient following the initial
33 exchange of emails. In recognition of the fact that email systems are dependent on a
34 number of technical factors, the parties agree to confirm the receipt of email notices by
35 sending a “read receipt” to the other party or sending a brief acknowledgment of receipt.
36 A notice sent by e-mail will be deemed timely if addressed to the two correct e-mail
37 addresses for the City or the Association and sent by 4:59 p.m. on the due date.

38
39 **Section 6. Notice of Address Changes**

40
41 Notice of any changes of address or e-mail address must be provided in writing to the
42 other party within 7 calendar days of the change.
43
44

45 **ARTICLE 23**

1
2
3 **ENTIRE AGREEMENT**

4
5 **Section 1. Subjects and Issues**

6 The parties acknowledge that during the negotiations which resulted in this
7 Agreement, each had the unlimited right and opportunity to raise issues and make
8 proposals with respect to any subject or matter not removed by law from the meet and
9 confer process, and that the understandings and agreements arrived at by the parties after
10 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the
11 CITY and the ASSOCIATION, for the duration of this Agreement, each voluntarily and
12 unqualifiedly waive the right, and each agrees that the other shall not be obligated, to
13 meet and confer with respect to any subject or matter referred to, or covered in this
14 Agreement, or with respect to any subject or matter not specifically referred to or covered
15 in this Agreement, even though such subjects or matters may not have been within the
16 knowledge or contemplation of either or both of the parties at the time they negotiated or
17 signed this Agreement, except as provided for single issue negotiation above.

18 **Section 2. Amendment of the Agreement**

19
20 a) Except as provided in Subsection b) below, this Agreement may be amended
21 during its term by the parties only by written mutual agreement ratified in accordance
22 with the provisions of Chapter 143.

23
24 b) The Association’s Executive Board and the City Manager are expressly delegated
25 the power to enter into Memoranda of Amendment as necessary to implement the
26 intentions of the parties with regard to Article 25, *Consolidation of Public Safety Officers*
27 *into APD*.

28
29 **Section 3. Benefit of the Bargain**

30
31 a) In the event that the Texas Legislature amends any provision of Texas Local
32 Government Code Chapters 141, 142 and 143 that changes wages or benefits for City of
33 Austin Police Officers during the term of this Agreement, any such amendment shall not
34 be applicable to the officers covered by this Agreement, unless the City Council adopts
35 such amendment by Ordinance. Examples of wages and benefits include, but are not
36 limited to, base salary, longevity, assignment pay, sick leave, vacation, health insurance,
37 and weapon provision mandates.

38
39 b) During the negotiation of this Agreement, the City and the Association have
40 agreed on the stated enhancements to employee compensation and benefits, in reliance on
41 the cost of those enhancements. Both parties acknowledge that this Agreement would not
42 have been reached, as reflected in this document, if the cost to the City had been higher.
43 In the event of any proceeding in which the Association asserts the right to additional
44 compensation or pay enhancements based on the provisions of this Agreement, the
45 decision-maker shall consider the cost of the contractual pay and benefits enhancements

1 as part of the mutual agreement and meeting of the minds that resulted in approval of this
2 Agreement by both parties.
3
4

5 **ARTICLE 24**

6 **SAVINGS CLAUSES**

7 **Section 1. Effect of Illegal Provision**

8
9
10
11 If any provision of this Agreement is subsequently declared by legislative or judicial
12 authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all
13 other provisions of this Agreement shall remain in full force and effect for the duration of
14 this Agreement, and the parties shall meet as soon as possible to agree on a substitute
15 provision.
16

17 **Section 2. Preemption of Local Government Code and Other Provisions**

18
19 The provisions of this Agreement shall supersede and preempt the provisions of any
20 statute, Executive Order, local ordinance, City policy or rule, which is in conflict with
21 any provision of this Agreement and the procedures developed hereunder, including for
22 example and not by way of limitation, any contrary provisions of Chapters 141, 142, and
23 143 of the Texas Local Government Code; Ordinances of the City of Austin, Texas;
24 Personnel Policies of the City of Austin, and Rules and Regulations of the Police
25 Officers' Civil Service Commission for the City of Austin, Texas. This preemption
26 provision is authorized by Section 143.307 of the Texas Local Government Code, and the
27 parties have expressly agreed that each and every provision involving or creating such a
28 conflict shall have the effect of superseding the statutory standard or result which would
29 otherwise obtain, in the absence of this agreement. This provision is of the essence to the
30 bargain and agreement which has been reached.
31

32 **Section 3. Change in Authorized Representative**

33
34 During the term of this Agreement, if there is a withdrawal of recognition of the APA
35 pursuant to Section 143.304 of the Texas Local Government Code, then it will be the
36 CITY's option to continue the terms of this Agreement or to cancel the contract and
37 engage in negotiations with the successor organization, if any.
38
39
40
41
42
43
44
45
46
47

ARTICLE 25

1
2 **CONSOLIDATION OF PUBLIC SAFETY OFFICERS INTO APD**
3

4 **Section 1. Definitions**
5

6 The following definitions apply to terms used in this Article and this Agreement,
7 unless a different definition is required by the context in which the term is used:
8

9 a) "PSEM" refers to the City of Austin Public Safety and Emergency Management
10 Department.
11

12 b) "PSEM law enforcement officer(s)" refers to PSEM employees who are
13 commissioned by TCLEOSE as peace officers.
14

15 c) "Transition Completion Date" refers to the date that the last PSEM law
16 enforcement officer successfully completes the modified cadet training program designed
17 by APD specifically for the transition process.
18

19 **Section 2. Statement of Intent**
20

21 a) The intent of this Article is to provide for the consolidation of the law
22 enforcement functions of the City's Public Safety and Emergency Management
23 Department into the Austin Police Department. The paramount purpose in consolidating
24 the two law enforcement agencies is to provide unity of command and improve safety in
25 meeting the law enforcement needs of the community.
26

27 b) The parties acknowledge that a transition period is necessary to achieve
28 consolidation and agree that this Article is intended to provide the flexibility necessary to
29 structure the transition and accomplish consolidation in an orderly and cost-effective
30 manner. The parties further intend that all PSEM law enforcement officers will be under
31 the command of the Chief of Police at the earliest possible date and that the law
32 enforcement functions of PSEM will cease to exist when the PSEM officers become APD
33 employees.
34

35 c) A further intent of this Article is to achieve an integration of the PSEM law
36 enforcement officers into the APD Civil Service classifications and compensation
37 structure and to extend to them the benefits enjoyed by APD officers under Chapter 143
38 of the Texas Local Government Code and the terms of this Agreement, except as
39 otherwise provided for in this Article.
40

41 d) The parties also intend that, when the transition period is complete, the
42 consolidation of the former PSEM law enforcement officers into APD will be fully
43 accomplished.
44

45
46 **Section 3. Basic Consolidation Provisions**
47

1
2 a) The City will commence the consolidation transition in a timely manner after the
3 effective date of this Article and will complete the transition within a period of eighteen
4 (18) months after commencement. The transition will be completed on the date that the
5 last PSEM law enforcement officer successfully completes the modified cadet training
6 program designed by APD specifically for the transition process. That date is referred to
7 in this Article as the “Transition Completion Date.”

8
9 b) The Chief of Police will determine the methods, strategies, and processes for the
10 transition and shall have full discretion to direct the transition, subject only to any
11 limitations specified in this Article. Nothing in this Article shall be construed to abrogate
12 any of the City’s management rights, unless specifically provided otherwise in this
13 Article. During the transition, the Chief of Police retains full authority to determine the
14 assignment and duties of both APD officers and the PSEM law enforcement officers.

15
16 c) Notwithstanding any provisions of Chapter 143, the Chief of Police shall assume
17 command of all law enforcement officers employed by PSEM on the effective date of this
18 Article. All PSEM law enforcement officers will become APD employees on the
19 effective date of this Article, to the same extent as if they had been hired under the
20 processes prescribed by Chapter 143. If the effective date of this Article is delayed
21 beyond the effective date of this Agreement, the provisions of Section 11 below shall
22 apply during any period between the effective date of the Agreement and the effective
23 date of this Article.

24
25 **Section 4. Selection and Training**

26
27 a) The Chief of Police shall establish the selection criteria and requirements for
28 PSEM law enforcement officers who will be included in the transition, which shall
29 include a background investigation. The Chief of Police shall not select any PSEM
30 officer previously employed by APD whose employment was terminated or who resigned
31 in lieu of termination, as determined by the Chief of Police.

32
33 b) PSEM law enforcement officers selected for the transition must attend and
34 successfully complete a modified cadet training program designed by APD specifically
35 for the transition process. Any officer who does not successfully complete the
36 requirements of the program, as determined by the Chief of Police, will be dismissed
37 from APD without right of appeal or grievance under Civil Service law, the grievance
38 process in this Agreement, or the City’s grievance process applicable to non-Civil
39 Service employees.

40
41 c) PSEM law enforcement officers who successfully complete the modified cadet
42 training program will also complete an orientation period, as determined by the Chief of
43 Police, but shall not be on probation for any period of time after completion of the
44 program.

45
46 **Section 5. Civil Service Status**

1
2 a) All PSEM law enforcement officers who successfully complete the modified
3 cadet training program, as determined by the Chief, will be placed in the APD Civil
4 Service rank of Police Officer, regardless of their previous position or rank in PSEM, and
5 will thereafter be Civil Service employees, subject to the provisions of this Agreement.
6

7 b) Any change in rank resulting from the consolidation transition shall not be
8 construed as a demotion under either Civil Service law or the City's Personnel Policies.
9 A PSEM law enforcement officer whose rank changes as a result of the consolidation
10 transition may not file a grievance regarding that change in rank under the grievance
11 process set out in this Agreement or under the City's Personnel Policies.
12

13 **Section 6. Wages and Benefits**
14

15 a) On the effective date of this Article, the compensation of all PSEM law
16 enforcement officers will be determined as follows:
17

18 (1) Base Salary: Each officer will be placed into the APD Base Salary Schedule
19 at the pay step which matches the officer's base salary from PSEM for the pay period
20 immediately prior to the effective date of this Article. If the Base Salary Schedule does
21 not include a pay step that matches the officer's PSEM base salary, the officer will be
22 placed at the next higher pay step on the Schedule. All placements will result in the
23 officer receiving a step pay increase in the second year of this Agreement, except that no
24 PSEM officer will be placed above the pay step applicable to APD officers with sixteen
25 (16) years of service. An officer's years of service with PSEM do not affect an officer's
26 initial placement in the Schedule. After initial placement, the officer will advance
27 through the step pay program in sequence without regard to the officer's years of service
28 with APD or PSEM. For example, a PSEM officer who is placed in pay step 60
29 (applicable to 5 years of service for an APD officer) will advance to pay step 70
30 (applicable to 6 years of service for an APD officer) at the beginning of the second year
31 of this Agreement.
32

33 (2) Stipends and Special Pay Items: The stipends received by PSEM officers will
34 be discontinued on the effective date of this Article. Thereafter, all officers are eligible to
35 receive the special pay items in Article 7 (Field Training Officer Pay; Mental Health
36 Certification Pay; Bilingual Pay; Shift Differential; and Education Incentive or
37 Certification Pay) for which they qualify, in accordance with the terms of this
38 Agreement.
39

40 (3) Longevity Pay: Each officer will receive longevity pay as provided in Article
41 7 of this Agreement based on the officer's cumulative years of service with both PSEM
42 and APD.
43

44 b) No later than thirty (30) calendar days after the effective date of this Article, the
45 City will determine whether any PSEM law enforcement officers will incur a loss in pay
46 as a result of placement into the APD Base Salary Schedule and special pay program

1 provided by Article 7. If the determination reflects a loss in pay for any officer during
2 the first year of this Agreement, the officer will receive the difference in a lump sum
3 payment no later than forty-five (45) calendar days after the effective date of this Article.
4 If such a loss will occur for any PSEM officer during the second year of this Agreement,
5 the officer will receive the difference in a lump sum payment at the beginning of the
6 second year of this Agreement.

7
8 c) Any change in compensation resulting from the consolidation transition shall not
9 be construed as a demotion or promotion under Civil Service law, this Agreement, or the
10 City's Personnel Policies. A PSEM law enforcement officer whose compensation
11 changes as a result of the consolidation transition may not file a grievance regarding that
12 change in compensation under the grievance process set out in this Agreement or under
13 the City's Personnel Policies.

14
15 **Section 7. Transfer of Leave and Compensatory Time Balances**

16
17 a) On the effective date of this Article, each PSEM law enforcement officer will
18 begin accruing leave at the same rate as APD officers.

19
20 b) Leave balances accrued by PSEM law enforcement officers prior to the effective
21 date of this Article will be transferred to APD on the effective date of this Article.
22 Special vacation balances of PSEM officers due to settlement of claims regarding
23 vacation accrual rates shall be transferred to APD and shall remain subject to the terms of
24 the applicable settlement agreement.

25
26 c) All compensatory time balances will be transferred to APD on the effective date
27 of this Agreement, but must be used by the former PSEM officers within three (3) years
28 after the effective date of this Agreement.

29
30 **Section 8. Payment of Accrued Sick Leave**

31
32 Accrued sick leave will be paid to a former PSEM law enforcement officers under the
33 following conditions:

34
35 a) An officer who retires under both the City of Austin Employees Retirement
36 System and the Austin Police Retirement System, will be paid for all accrued sick leave
37 in accordance with the provisions of Article 9, except that the 10-year service
38 requirement shall not apply.

39
40 b) An officer who was hired by the City of Austin prior to October 1, 1986, who
41 separates from the City for any reason other than retirement will be paid for a maximum
42 of 720 hours of accrued sick leave.

43
44 c) An officer who was hired after October 1, 1986, who separates from the City after
45 the effective date of this Article for any reason other than retirement will be paid for
46 accrued sick leave in accordance with Article 9 of this Agreement, but years of service

1 with PSEM will not be counted as years of service with APD for purposes of the 10-year
2 service requirement.

3
4 **Section 9. Promotional Eligibility**

5
6 A PSEM law enforcement officer who successfully completes the transition and
7 becomes an APD officer shall be eligible to take the promotional examination for the
8 rank immediately above Police Officer upon completion of five (5) years of service. For
9 purposes of calculating the required five (5) years of service, all service with APD after
10 the Transition Completion Date plus up to three (3) years of continuous service in PSEM
11 immediately prior to the effective date of this Article shall be counted toward the
12 requirement.

13
14 **Section 10. Conditions Precedent**

15
16 To prevent impairment of retirement benefits for the PSEM law enforcement officers,
17 Sections 2 through 10 of this Article shall not be effective unless the following conditions
18 are met:

19
20 a) The City Council approves a resolution to support legislation in the 2009
21 Legislature to amend the Austin Police Retirement System (APRS) pension statute to:

- 22
23 (1) Increase the City's contribution rate for APRS to the amount determined by
24 the System's actuary to fund the additional liabilities incurred by the System
25 as a result of participating in the Proportionate Retirement Program; and
26
27 (2) Require that approximately six (6) years after the System begins participating
28 in the Proportionate Retirement Program, the System's actuary must conduct a
29 five-year experience study to determine whether the City's contribution rate
30 should be increased or decreased based on utilization of the Proportionate
31 Retirement Program during that period.

32
33 b) The City and the APRS Board of Trustees concur on a reasonable plan and
34 schedule by which the Board of Trustees will adopt a final resolution electing to
35 participate in the Proportionate Retirement Program. If the agreed schedule delays the
36 adoption of the final resolution by the APRS Board of Trustees until after the effective
37 date of this Agreement, the effective date of Sections 3 through 9 of this Article shall be
38 delayed until the final resolution is adopted by the APRS Board of Trustees.

39
40 c) The City's increased contribution rate to the APRS to fund additional liabilities
41 incurred as the result of participation in the Proportionate Retirement Program does not
42 exceed 18.25%. However, the City may accept a higher contribution rate, approve the
43 APRS election to participate in the Proportionate Retirement Program, and waive the
44 enforcement of the condition set out in this paragraph.

45
46 **Section 11. Unified Command**

1
2 a) The parties agree that unified command of APD and PSEM law enforcement
3 officers should be achieved at the earliest possible date. If the effective date of this
4 Article is delayed beyond the effective date of this Agreement based on the provisions of
5 Section 10 above, the provisions of this Section shall apply until the effective date of the
6 remainder of this Article.

7
8 b) From the effective date of this Agreement until the effective date of this Article,
9 the Director or Acting Director of PSEM shall temporarily report directly to the Chief of
10 Police. The Chief of Police shall assume command of all PSEM law enforcement
11 functions by virtue of this reporting relationship, but PSEM shall remain a separate City
12 department during this period.

13
14 c) Notwithstanding any provisions of Civil Service law, the PSEM officers will not
15 become APD employees until the effective date of this Article.

16
17 **Section 12. Grievances**

18
19 A grievance may be filed under this Article only on the following issues:

- 20
21 1) That the City failed to properly apply the prescribed methodology of this
22 Article in determining the proper placement of a PSEM officer in the APD
23 Base Salary Schedule; or
24
25 2) That a PSEM officer was placed in the APD Base Salary Schedule above the
26 pay step applicable to APD officers with sixteen (16) years of service.

27
28 **Section 13. Preemption**

29
30 It is expressly understood and agreed that all provisions of this Article shall preempt
31 any statute, Executive Order, local ordinance, City policy or rule, which is in conflict
32 with this Agreement and the procedures developed hereunder, including for example and
33 not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the
34 Texas Local Government Code, including but not limited to the provisions of Sections
35 143.003; 143.010; 143.014; 143.021(b) and (c); Sections 143.022 through 143.036;
36 Sections 143.041; and Sections 143.051 through 143.

1 IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS
2 AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED
3 REPRESENTATIVES ON THIS _____ DAY OF _____, 2008.

4
5 CITY OF AUSTIN

AUSTIN POLICE ASSOCIATION

6
7
8
9 _____
10 Marc A. Ott
11 City Manager

George Vanderhule
President

40 Hour Week														
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M	
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130	
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12	
OFFICER	HR	24,446	27,433	30,279	30,279	30,279	30,279	32,397	32,397	32,397	32,397	34,666	34,666	34,666
17050	MO	4,237	4,755	5,248	5,248	5,248	5,248	5,616	5,616	5,616	5,616	6,009	6,009	6,009
P02	YR	50,848	57,061	62,979	62,979	62,979	62,979	67,386	67,386	67,386	67,386	72,104	72,104	72,104
DETECTIVE	HR					33,003	33,003	35,313	35,313	35,313	35,313	37,786	37,786	37,786
17025	MO					5,721	5,721	6,121	6,121	6,121	6,121	6,550	6,550	6,550
P07	YR					68,646	68,646	73,452	73,452	73,452	73,452	78,594	78,594	78,594
CORPORAL	HR						33,003	35,313	35,313	35,313	35,313	37,786	37,786	37,786
17023	MO						5,581	6,121	6,121	6,121	6,121	6,550	6,550	6,550
P06	YR						66,972	73,452	73,452	73,452	73,452	78,594	78,594	78,594
SERGEANT	HR							38,491	38,491	38,491	38,491	41,186	41,186	41,186
17070	MO							6,672	6,672	6,672	6,672	7,139	7,139	7,139
P08	YR							80,061	80,061	80,061	80,061	85,666	85,666	85,666
LIEUTENANT	HR									44,265	47,363	47,363	47,363	47,363
17045	MO									7,673	8,210	8,210	8,210	8,210
P09	YR									92,070	98,515	98,515	98,515	98,515
COMMANDER	HR											54,768	54,768	54,768
17018	MO											9,493	9,493	9,493
P10	YR											113,917	113,917	113,917
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15,385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260	
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25	
OFFICER	HR	34,666	37,092	37,092	39,689	39,689	39,689	39,689	39,689	39,689	39,689	39,689	39,689	
17050	MO	6,009	6,429	6,429	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	
P02	YR	72,104	77,151	77,151	82,553	82,553	82,553	82,553	82,553	82,553	82,553	82,553	82,553	
DETECTIVE	HR	37,786	40,430	40,430	43,261	43,261	43,261	43,261	43,261	43,261	43,261	43,261	43,261	
17025	MO	6,550	7,008	7,008	7,499	7,499	7,499	7,499	7,499	7,499	7,499	7,499	7,499	
P07	YR	78,594	84,095	84,095	89,983	89,983	89,983	89,983	89,983	89,983	89,983	89,983	89,983	
CORPORAL	HR	37,786	40,430	40,430	43,261	43,261	43,261	43,261	43,261	43,261	43,261	43,261	43,261	
17023	MO	6,550	7,008	7,008	7,499	7,499	7,499	7,499	7,499	7,499	7,499	7,499	7,499	
P06	YR	78,594	84,095	84,095	89,983	89,983	89,983	89,983	89,983	89,983	89,983	89,983	89,983	
SERGEANT	HR	41,186	44,068	44,068	47,153	47,153	47,153	47,153	47,153	47,153	47,153	47,153	47,153	
17070	MO	7,139	7,638	7,638	8,173	8,173	8,173	8,173	8,173	8,173	8,173	8,173	8,173	
P08	YR	85,666	91,661	91,661	98,078	98,078	98,078	98,078	98,078	98,078	98,078	98,078	98,078	
LIEUTENANT	HR	47,363	50,679	50,679	54,227	54,227	54,227	54,227	54,227	54,227	54,227	54,227	54,227	
17045	MO	8,210	8,784	8,784	9,170	9,399	9,399	9,399	9,399	9,399	9,399	9,399	9,399	
P09	YR	98,515	105,412	105,412	110,040	112,791	112,791	112,791	112,791	112,791	112,791	112,791	112,791	
COMMANDER	HR	54,768	58,601	58,601	62,703	62,703	62,703	62,703	62,703	62,703	62,703	62,703	62,703	
17018	MO	9,493	10,158	10,158	10,869	10,869	10,869	10,869	10,869	10,869	10,869	10,869	10,869	
P10	YR	113,917	121,891	121,891	130,423	130,423	130,423	130,423	130,423	130,423	130,423	130,423	130,423	
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15,385	HOURLY		2,667	MONTHLY		32,001	YEARLY	

40 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR		25,180	28,256	31,187	31,187	31,187	31,187	33,369	33,369	33,369	33,369	35,705	35,705	35,705
17050	MO		4,364	4,898	5,406	5,406	5,406	5,406	5,784	5,784	5,784	5,784	6,189	6,189	6,189
P02	YR		52,374	58,773	64,869	64,869	64,869	64,869	69,408	69,408	69,408	69,408	74,267	74,267	74,267
DETECTIVE	HR						33,993	33,993	36,373	36,373	36,373	36,373	38,919	38,919	38,919
17025	MO						5,892	5,892	6,305	6,305	6,305	6,305	6,746	6,746	6,746
P07	YR						70,706	70,706	75,655	75,655	75,655	75,655	80,952	80,952	80,952
CORPORAL	HR							33,993	36,373	36,373	36,373	36,373	38,919	38,919	38,919
17023	MO							5,581	6,305	6,305	6,305	6,305	6,746	6,746	6,746
P06	YR							66,972	75,655	75,655	75,655	75,655	80,952	80,952	80,952
SERGEANT	HR									39,646	39,646	39,646	42,421	42,421	42,421
17070	MO									6,872	6,872	6,872	7,353	7,353	7,353
P08	YR									82,463	82,463	82,463	88,236	88,236	88,236
LIEUTENANT	HR											45,593	48,784	48,784	48,784
17045	MO											7,903	8,456	8,456	8,456
P09	YR											94,833	101,471	101,471	101,471
COMMANDER	HR													56,411	56,411
17018	MO													9,778	9,778
P10	YR													117,335	117,335

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.

Police Cadet						15,385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
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		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR		35,705	38,204	38,204	40,880	40,880	40,880	40,880	40,880	40,880	40,880	40,880	40,880	40,880
17050	MO		6,189	6,622	6,622	7,086	7,086	7,086	7,086	7,086	7,086	7,086	7,086	7,086	7,086
P02	YR		74,267	79,465	79,465	85,030	85,030	85,030	85,030	85,030	85,030	85,030	85,030	85,030	85,030
DETECTIVE	HR		38,919	41,643	41,643	44,559	44,559	44,559	44,559	44,559	44,559	44,559	44,559	44,559	44,559
17025	MO		6,746	7,218	7,218	7,724	7,724	7,724	7,724	7,724	7,724	7,724	7,724	7,724	7,724
P07	YR		80,952	86,617	86,617	92,683	92,683	92,683	92,683	92,683	92,683	92,683	92,683	92,683	92,683
CORPORAL	HR		38,919	41,643	41,643	44,559	44,559	44,559	44,559	44,559	44,559	44,559	44,559	44,559	44,559
17023	MO		6,746	7,218	7,218	7,724	7,724	7,724	7,724	7,724	7,724	7,724	7,724	7,724	7,724
P06	YR		80,952	86,617	86,617	92,683	92,683	92,683	92,683	92,683	92,683	92,683	92,683	92,683	92,683
SERGEANT	HR		42,421	45,390	45,390	48,568	48,568	48,568	48,568	48,568	48,568	48,568	48,568	48,568	48,568
17070	MO		7,353	7,868	7,868	8,418	8,418	8,418	8,418	8,418	8,418	8,418	8,418	8,418	8,418
P08	YR		88,236	94,411	94,411	101,021	101,021	101,021	101,021	101,021	101,021	101,021	101,021	101,021	101,021
LIEUTENANT	HR		48,784	52,199	52,199	55,853	55,853	55,853	55,853	55,853	55,853	55,853	55,853	55,853	55,853
17045	MO		8,456	9,048	9,048	9,170	9,681	9,681	9,681	9,681	9,681	9,681	9,681	9,681	9,681
P09	YR		101,471	108,575	108,575	110,040	116,175	116,175	116,175	116,175	116,175	116,175	116,175	116,175	116,175
COMMANDER	HR		56,411	60,359	60,359	64,584	64,584	64,584	64,584	64,584	64,584	64,584	64,584	64,584	64,584
17018	MO		9,778	10,462	10,462	11,195	11,195	11,195	11,195	11,195	11,195	11,195	11,195	11,195	11,195
P10	YR		117,335	125,547	125,547	134,336	134,336	134,336	134,336	134,336	134,336	134,336	134,336	134,336	134,336

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.

Police Cadet						15,385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
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Year 2: 3.0% effective first pay period FY 2009-10, provided that if other City employees receive less than 2.5% in a base wage increase, the amount of increase for under the M&C Agreement shall be reduced to 2.75%

40 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR		25.935	29.104	32.122	32.122	32.122	32.122	34.370	34.370	34.370	34.370	36.777	36.777	36.777
17050	MO		4,495	5,045	5,568	5,568	5,568	5,568	5,957	5,957	5,957	5,957	6,375	6,375	6,375
P02	YR		53,945	60,536	66,815	66,815	66,815	66,815	71,490	71,490	71,490	71,490	76,495	76,495	76,495
DETECTIVE	HR						35.013	35.013	37.464	37.464	37.464	37.464	40.087	40.087	40.087
17025	MO						6,069	6,069	6,494	6,494	6,494	6,494	6,948	6,948	6,948
P07	YR						72,827	72,827	77,925	77,925	77,925	77,925	83,380	83,380	83,380
CORPORAL	HR							35.013	37.464	37.464	37.464	37.464	40.087	40.087	40.087
17023	MO							5,581	6,494	6,494	6,494	6,494	6,948	6,948	6,948
P06	YR							66,972	77,925	77,925	77,925	77,925	83,380	83,380	83,380
SERGEANT	HR									40.835	40.835	40.835	43.694	43.694	43.694
17070	MO									7,078	7,078	7,078	7,574	7,574	7,574
P08	YR									84,937	84,937	84,937	90,883	90,883	90,883
LIEUTENANT	HR											46.960	50.248	50.248	50.248
17045	MO											8,140	8,710	8,710	8,710
P09	YR											97,678	104,515	104,515	104,515
COMMANDER	HR													58.103	58.103
17018	MO													10,071	10,071
P10	YR													120,855	120,855

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.

Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
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		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR		36.777	39.351	39.351	42.106	42.106	42.106	42.106	42.106	42.106	42.106	42.106	42.106	42.106
17050	MO		6,375	6,821	6,821	7,298	7,298	7,298	7,298	7,298	7,298	7,298	7,298	7,298	7,298
P02	YR		76,495	81,849	81,849	87,581	87,581	87,581	87,581	87,581	87,581	87,581	87,581	87,581	87,581
DETECTIVE	HR		40.087	42.892	42.892	45.896	45.896	45.896	45.896	45.896	45.896	45.896	45.896	45.896	45.896
17025	MO		6,948	7,435	7,435	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955
P07	YR		83,380	89,216	89,216	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463
CORPORAL	HR		40.087	42.892	42.892	45.896	45.896	45.896	45.896	45.896	45.896	45.896	45.896	45.896	45.896
17023	MO		6,948	7,435	7,435	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955
P06	YR		83,380	89,216	89,216	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463
SERGEANT	HR		43.694	46.752	46.752	50.025	50.025	50.025	50.025	50.025	50.025	50.025	50.025	50.025	50.025
17070	MO		7,574	8,104	8,104	8,671	8,671	8,671	8,671	8,671	8,671	8,671	8,671	8,671	8,671
P08	YR		90,883	97,243	97,243	104,051	104,051	104,051	104,051	104,051	104,051	104,051	104,051	104,051	104,051
LIEUTENANT	HR		50.248	53.765	53.765	57.529	57.529	57.529	57.529	57.529	57.529	57.529	57.529	57.529	57.529
17045	MO		8,710	9,319	9,319	9,972	9,972	9,972	9,972	9,972	9,972	9,972	9,972	9,972	9,972
P09	YR		104,515	111,832	111,832	110,040	119,660	119,660	119,660	119,660	119,660	119,660	119,660	119,660	119,660
COMMANDER	HR		58.103	62.170	62.170	66.522	66.522	66.522	66.522	66.522	66.522	66.522	66.522	66.522	66.522
17018	MO		10,071	10,776	10,776	11,530	11,530	11,530	11,530	11,530	11,530	11,530	11,530	11,530	11,530
P10	YR		120,855	129,314	129,314	138,366	138,366	138,366	138,366	138,366	138,366	138,366	138,366	138,366	138,366

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.

Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
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Year 3: 3.0% effective first pay period FY 2010-11

40 Hour Week														
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M	
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130	
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12	
OFFICER	HR	26.713	29.977	33.086	33.086	33.086	33.086	35.401	35.401	35.401	35.401	37.880	37.880	37.880
17050	MO	4,630	5,196	5,735	5,735	5,735	5,735	6,136	6,136	6,136	6,136	6,566	6,566	6,566
P02	YR	55,563	62,352	68,819	68,819	68,819	68,819	73,635	73,635	73,635	73,635	78,790	78,790	78,790
DETECTIVE	HR					36.063	36.063	38.588	38.588	38.588	38.588	41.289	41.289	41.289
17025	MO					6,251	6,251	6,689	6,689	6,689	6,689	7,157	7,157	7,157
P07	YR					75,011	75,011	80,263	80,263	80,263	80,263	85,882	85,882	85,882
CORPORAL	HR						36.063	38.588	38.588	38.588	38.588	41.289	41.289	41.289
17023	MO						5,581	6,689	6,689	6,689	6,689	7,157	7,157	7,157
P06	YR						66,972	80,263	80,263	80,263	80,263	85,882	85,882	85,882
SERGEANT	HR							42.060	42.060	42.060	42.060	45.005	45.005	45.005
17070	MO							7,290	7,290	7,290	7,290	7,801	7,801	7,801
P08	YR							87,485	87,485	87,485	87,485	93,609	93,609	93,609
LIEUTENANT	HR									48.369	51.755	51.755	51.755	
17045	MO									8,384	8,971	8,971	8,971	
P09	YR									100,608	107,650	107,650	107,650	
COMMANDER	HR											59.846	59.846	
17018	MO											10,373	10,373	
P10	YR											124,480	124,480	
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260	
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25	
OFFICER	HR	37.880	40.531	40.531	43.369	43.369	43.369	43.369	43.369	43.369	43.369	43.369	43.369	
17050	MO	6,566	7,025	7,025	7,517	7,517	7,517	7,517	7,517	7,517	7,517	7,517	7,517	
P02	YR	78,790	84,305	84,305	90,208	90,208	90,208	90,208	90,208	90,208	90,208	90,208	90,208	
DETECTIVE	HR	41.289	44.179	44.179	47.273	47.273	47.273	47.273	47.273	47.273	47.273	47.273	47.273	
17025	MO	7,157	7,658	7,658	8,194	8,194	8,194	8,194	8,194	8,194	8,194	8,194	8,194	
P07	YR	85,882	91,892	91,892	98,327	98,327	98,327	98,327	98,327	98,327	98,327	98,327	98,327	
CORPORAL	HR	41.289	44.179	44.179	47.273	47.273	47.273	47.273	47.273	47.273	47.273	47.273	47.273	
17023	MO	7,157	7,658	7,658	8,194	8,194	8,194	8,194	8,194	8,194	8,194	8,194	8,194	
P06	YR	85,882	91,892	91,892	98,327	98,327	98,327	98,327	98,327	98,327	98,327	98,327	98,327	
SERGEANT	HR	45.005	48.154	48.154	51.525	51.525	51.525	51.525	51.525	51.525	51.525	51.525	51.525	
17070	MO	7,801	8,347	8,347	8,931	8,931	8,931	8,931	8,931	8,931	8,931	8,931	8,931	
P08	YR	93,609	100,161	100,161	107,173	107,173	107,173	107,173	107,173	107,173	107,173	107,173	107,173	
LIEUTENANT	HR	51.755	55.378	55.378	59.255	59.255	59.255	59.255	59.255	59.255	59.255	59.255	59.255	
17045	MO	8,971	9,599	9,599	9,170	10,271	10,271	10,271	10,271	10,271	10,271	10,271	10,271	
P09	YR	107,650	115,187	115,187	110,040	123,250	123,250	123,250	123,250	123,250	123,250	123,250	123,250	
COMMANDER	HR	59.846	64.035	64.035	68.518	68.518	68.518	68.518	68.518	68.518	68.518	68.518	68.518	
17018	MO	10,373	11,099	11,099	11,876	11,876	11,876	11,876	11,876	11,876	11,876	11,876	11,876	
P10	YR	124,480	133,193	133,193	142,517	142,517	142,517	142,517	142,517	142,517	142,517	142,517	142,517	
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	

Year 4: The City may elect to extend the Agreement for a 4th year, under the same terms and conditions, and if that option is exercised, the pay increase will be 3% effective first pay period FY 2011-12

Exhibit E

Meet and Confer Agreement

Between the City of Austin and the Austin Police Association

IN WITNESS WHEREOF, the Bargaining Team of the Austin Police Association have executed this Agreement effective October 1, 2008 and ending September 30, 2011. The City may elect to extend the Agreement for a 4th year, under the same terms and conditions, and if that option is exercised, the pay increase will be 3% effective first pay period FY 2011-12.

Larry Watts, CLEAT Chief Negotiator
Wuthipong Tantaksinanukij, Lead Negotiator
Tom Stribling, CLEAT Legal Counsel

Bargaining Team

Timothy Atkinson
Duane Benavides
Mike Bowen
Ken Casaday
Mike Crumrine
Gena Curtis
Mike Graham
Matt Greer
Cathy Haggerty
Todd Harrison
Craig Howard
Robert Jones
Mike Jung
Hank Moreno
Chris Perkins
Melanie Rodriguez
John Sisson
Leslie York