

AGREEMENT BETWEEN

THE CITY OF AUSTIN

AND

THE AUSTIN POLICE ASSOCIATION

Term of contract begins

_____ 2024

And ends September 30, 2029

Tentative Agreement 09-25-24

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**ARTICLE 1
PREAMBLE**

As authorized by Chapter 143 of the Texas Local Government Code, the City of Austin, Texas (hereinafter referred to as the “CITY”) and the Austin Police Association (hereinafter referred to as the “ASSOCIATION”) reached a Meet and Confer Agreement effective this __ day of 2024 (hereinafter referred to as the “AGREEMENT”). The AGREEMENT was ratified by the City Council and the Association prior to the effective date.

Section 1. Date of Agreement

This AGREEMENT was made, entered into, and first effective this __ day of _____, 2024 (unless specific provisions or Exhibit terms set forth a later effective date) by and between the CITY and the ASSOCIATION, and its terms shall be effective only until the expiration date of the Agreement, or as stipulated in this Agreement.

Section 2. Purpose of Agreement

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

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

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

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

ARTICLE 2 DEFINITIONS

The following definitions apply to terms used in this AGREEMENT, unless a different definition is required by the context in which the term is used.

1. "Agreement" means this "Meet & Confer Agreement" between the City of Austin and the Austin Police Association.
2. "ASSOCIATION" means the Austin Police Association, and its officers and agents authorized to act on its behalf.
3. "Authorized ASSOCIATION Representative" means the President of the ASSOCIATION, or their designee.
4. "Business day" means a day on which the City conducts normal business. In addition, the day of the act, event or default after which a period of time begins to run is not included. The last day of the period is included unless it is a weekend or City observed holiday.
5. "Calendar day" means the period from one midnight to the following midnight.
6. "Chapter 143" means Chapter 143 of the Texas Local Government Code.
7. "Chief" means the Chief of Police of the Austin Police Department or their designee.
8. "Civil Service Commission" means the three (3) member Civil Service Commission appointed by the City Manager, pursuant to Section 143.006 of the Texas Local Government Code.
9. "Department" means the Austin Police Department.
10. "Employer" or "CITY" means the City of Austin, Texas, the Austin Police Department and its officers, agents, managers, and others authorized to act on the CITY's behalf.
11. "HRD" means the City of Austin's Human Resources Department.
12. "Meet and Confer Statute" means Subchapter I of Chapter 143 of the Texas Local Government Code, Sections 143.301-143.313.
13. "Officer" means, all police officers, as the term is currently defined in Texas Local Government Code, Section 143.003 (5), and those hired under the provisions of this Agreement in the Austin Police Department, except the Head of the Department and, unless otherwise specified, Assistant Department Heads in the rank or classification immediately below that of the Department Head. The term also excludes cadets, civilian employees, retirees, reserve officers, and any other employees specifically exempted by the terms of this Agreement. Probationary officers are excluded from the coverage of Article 17 Disciplinary Action and cannot file grievances pursuant to Article 19 Agreement Grievance Procedure regarding disciplinary actions.

14. “Reserve Officer” means an honorably retired Austin Police Officer who meets the minimum standards as determined by the Department. This definition may be amended by agreement of the ASSOCIATION President and the City Manager.

15. “TLGC” means the Texas Local Government Code.

16. “Their” means, his or her as an individual possessive pronoun or as a collective possessive pronoun for more than one individual when the context so implies.

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**ARTICLE 3
RECOGNITION**

The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for all covered police officers, pursuant to Section 143.301 et seq. of Chapter 143, excluding the Police Chief, the Assistant Police Chiefs, and all civilian employees of the Police Department.

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**ARTICLE 4
MANAGEMENT RIGHTS**

Section 1. Retained Rights – General

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

Section 2. Retained Right of Independent Investigation

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

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**ARTICLE 5
NON-DISCRIMINATION**

Section 1. Discrimination Prohibited

Neither the ASSOCIATION nor the CITY shall engage in discrimination against any Officer because of the Officer's membership or non-membership in the ASSOCIATION.

Neither the ASSOCIATION nor the CITY shall engage in discrimination against any Officer because of the Officer's race, color, national origin, religion or creed, age, sex or gender, sexual orientation, gender identity, military status or veterans' status, or disability or handicap. An Officer who believes that they have been discriminated against because of the Officer's race, color, national origin, religion or creed, age, sex or gender, sexual orientation, military status or veterans' status, or disability or handicap retains all rights afforded to them under state and federal laws; however, neither the Officer nor the ASSOCIATION can initiate a grievance under the Agreement Grievance Procedure in Article 19 Agreement Grievance Procedure concerning such allegations.

For the purposes of this Section, the term Officer shall include Assistant Department Heads in the rank or classification immediately below that of the Department Head.

Section 2. Association Membership or Activity

Neither the CITY nor the ASSOCIATION shall interfere with the right of Officers covered by this AGREEMENT to become or not become members of the ASSOCIATION, and there shall be no discrimination or retaliation against such Officers because of lawful ASSOCIATION membership or non-membership activity or status.

The CITY will not retaliate against Officers for seeking ASSOCIATION assistance with regard to employment matters, nor will it take actions to discourage them from doing so. The parties agree that this Subsection 2 does not provide the basis for a dispute, claim or complaint under Article 19 Agreement Grievance Procedure unless there is a pattern of retaliation that has not been appropriately addressed by APD management.

Section 3. Association Fair Representation

The ASSOCIATION recognizes its responsibility as the exclusive representative under the Meet and Confer Statute and agrees to fairly represent all Officers in the Department covered by this AGREEMENT.

**ARTICLE 6
UNION DUES AND CHECK OFF**

Section 1. Payroll Deductions and Union Dues

a) Upon receipt of a signed authorization from an officer on a form supplied by the CITY, dues and assessments listed on the said form 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.

b) The CITY agrees that the authorization form will have ten (10) slots (AP0 through AP9) for the ASSOCIATION to direct funds to up to ten (10) accounts for premiums associated with ASSOCIATION approved entities and/or programs. Dues deductions for such premiums will begin no later than the second full pay period after the officer submits a properly completed dues deduction form authorizing such deductions. Any such deductions will be discontinued if requested by the ASSOCIATION.

c) 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 the *Austin Police Benevolent Foundation* formerly known as the *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.

d) The CITY understands that the ASSOCIATION may prohibit affiliate organizations from activities that impair or interfere with its role as the exclusive bargaining agent.

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.

Section 3. Deductions for Death of Officer

Whenever an Officer dies, and the CITY is notified by the ASSOCIATION of its intent to invoke this provision, the CITY will deduct \$40.00 dollars, as directed by the ASSOCIATION in

writing, from each ASSOCIATION member's pay one time during the month immediately following the Officer's death. In the case of multiple applicable deaths in a month, the ASSOCIATION shall have the deductions spread over consecutive pay periods upon reasonable notice to the CITY. As with other deductions, said amount will be forwarded directly to the ASSOCIATION. The ASSOCIATION shall provide, by internal policy, all other details, such as designation of beneficiaries, reimbursement to members, eligibility for benefits, and distribution of funds.

Section 4. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this AGREEMENT until a successor AGREEMENT has been reached, or for twenty-four (24) months after expiration of this AGREEMENT, if no subsequent agreement is ratified. In no event shall this Article continue in effect after September 30, 2031.

Section 5. Indemnification

The ASSOCIATION agrees to indemnify 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 for the purposes of complying with the provisions of this Article.

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**ARTICLE 7
WAGES AND BENEFITS**

Section 1. Base Wages

a) For Fiscal Year 2024-2025

Effective with the first full pay period after October 1, 2024, the base pay scale attached hereto as Appendix A-1 shall apply to all Officers covered by this Agreement. The base pay scale reflects an 8% increase to base wages.

b) For Fiscal Year 2025-2026

Effective with the first full pay period after October 1, 2025, the pay scale attached hereto as Appendix A-2 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 6% increase to base wages.

c) For Fiscal Year 2026-2027

Effective with the first full pay period after October 1, 2026, the pay scale attached hereto as Appendix A-3 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 5% increase in base wages.

d) For Fiscal Year 2027-2028

Effective with the first full pay period after October 1, 2027, the pay scale attached hereto as Appendix A-4 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 5% increase to base wages.

e) For Fiscal Year 2028-2029

Effective with the first full pay period after October 1, 2028, the pay scale attached hereto as Appendix A-5 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 4% increase to base wages.

Section 2. Longevity Pay

Longevity pay in the amount of one hundred and seven dollars (\$107.00) per year of service, up to a maximum of 25 years, shall be paid in a lump sum in the first regularly scheduled pay period after the Officer's anniversary date, which is the annual anniversary of the Officer's most recent commission date. This change in payment of longevity does not affect the treatment of longevity for retirement and overtime purposes, and the CITY and the Officers shall continue making contributions for longevity payments.

Section 3. Field Training Officer Pay

Field training officer (FTO) pay shall be paid at the effective rate of 4.5% of Police Officer Pay Step 10 pay per month to each Officer assigned in the FTO program, as selected according to criteria established by the Chief.

Section 4. Mental Health Certification Pay

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

The Department agrees to conduct an annual review, with input from the Association, to assess whether additional officers will be entitled to such pay.

Effective January 1, 2025 this Section 4 and this pay shall no longer be in effect.

Section 5. Bilingual Pay

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

Bilingual pay will be paid at the rate of two hundred dollars (\$200.00) per month for Officers certified under standards established by the Chief and assigned to the bilingual program for Spanish-speaking officers.

Section 6. Compensation for Lieutenants and Commanders

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

b) Lieutenants permanently assigned to an evening shift in Patrol shall be paid an additional stipend of three hundred dollars (\$300.00) per month. Lieutenants assigned to a Patrol Area Command who are assigned to an evening shift for a twenty-eight (28) calendar day cycle, when the shift begins at or after 12:00 p.m., shall be entitled to three hundred dollars (\$300.00) per month.

c) Lieutenants permanently assigned to a night shift in Patrol shall be paid an additional stipend of three hundred fifty dollars (\$350.00) per month. Lieutenants assigned to a Patrol Area Command who are assigned to a night shift for a twenty-eight (28) calendar day cycle, when the shift begins at or after 5:00 p.m., shall be entitled to three hundred fifty dollars (\$350.00) per month.

d) Shift differential is not stackable and an Officer shall only be eligible for evening or night pay, not both.

Section 7. Assistant Chiefs

The Chief of Police has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget. The Chief may designate one Assistant Chief as the Executive Assistant or Chief of Staff, whose pay and benefits may be different than the other Assistant Chiefs. Additional performance pay may be awarded in the Chief's discretion.

Section 8. Clothing Allowance

During the term of this AGREEMENT, the clothing allowance shall be five hundred dollars (\$500.00) per year for all Officers deemed eligible by the Chief, with a payment schedule to be determined by the Chief.

Section 9. Education and Certificate Pay

An Officer shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees from a school or institution that is an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Accreditation Service for International Schools, Colleges & Universities or accreditors recognized by the U.S. Department of Education at the time the degree was issued. The Chief also, in their sole discretion, has the authority to consider a general statement of equivalency received directly from the Foreign Credentials Service of America in determining that a degree or college credit(s) may be considered to be from an accredited college or university. (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time).

a) Certificate Pay

(1) Each Officer holding an Intermediate TCOLE Certificate shall be paid fifty dollars (\$50.00) per month. Each Officer holding an Advanced TCOLE Certificate shall be paid one hundred dollars (\$100.00) per month. Each Officer holding a Master TCOLE Certificate shall be paid one hundred fifty dollars (\$150.00) per month.

(2) No Officer hired after March 25, 2001, will be eligible for Intermediate or Advanced Certificate pay. Certificate pay amounts at or above those set forth in this

AGREEMENT remain in effect, and this AGREEMENT continues the right of all Officers to qualify for or achieve Master Certification pay.

b) Education Incentive Pay

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

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

(3) Each Officer holding a Master's degree and/or a doctorate shall be paid three hundred dollars (\$300.00) per month.

Section 10. Shift Differential

The CITY shall pay an additional three hundred dollars (\$300) per month to an Officer normally assigned to an evening shift for a twenty-eight (28) calendar day cycle, when the shift begins at or after 12:00 p.m. Only Officers working 50% or more of their shifts beginning at or after 12:00 p.m., in a twenty-eight (28) calendar day cycle, shall be eligible.

The CITY shall pay an additional three hundred fifty dollars (\$350) per month to an Officer normally assigned to a night shift for a twenty-eight (28) calendar day cycle, when the shift begins at or after 5:00 p.m. Only Officers working 50% or more of their shifts beginning at or after 5:00 p.m., in a twenty-eight (28) calendar day cycle, shall be eligible.

Shift differential pay shall apply to all ranks up to and including Sergeant. This provision shall apply in lieu of the City policy applicable to shift differential for any other employees.

Shift differential is not stackable and an Officer shall only be eligible for evening or night pay, not both.

Section 11. Monthly Paid Compensation

It is expressly understood and agreed that the CITY reserves the right to prorate and pay all monthly payments in biweekly equivalents.

Any increase in pay pursuant to Sections 2 through 10 in this Article will be effective the second full pay period after October 1, 2024 or as otherwise provided for in this AGREEMENT.

Section 12. Work Furloughs

It is expressly agreed and understood that during the term of this AGREEMENT, employees covered by this AGREEMENT shall be exempt from any mandatory employee work furlough or other unpaid leave plan implemented by the CITY for the purpose of reducing base

wages paid to employees by reducing an employee's normal work hours. This Section does not apply to disciplinary actions.

Section 13. Severe Weather

The Department shall adopt a policy regarding leave for Officers required to provide essential services during severe weather or other emergencies that is in compliance with existing state law. The Department shall also adopt a policy that includes a process whereby the Chief may implement emergency lodging and/or reimbursement during a severe weather event or emergency.

Section 14. Officer Residency Incentive Pay

a) The City Council may authorize Officer Residency Incentive Pay if the ordinance applies equally to each Officer who meets the criteria established by the ordinance.

b) The Residency Incentive Pay shall be in an amount and is payable under conditions, requirements and criteria set by the ordinance. Residency Incentive Pay is in addition to the base salary received by Officers.

c) The Chief of Police is not eligible for the Residency Incentive Pay authorized by this Section.

d) To the extent of any conflict between this Subsection and portions of any state statute, local ordinance, City or Department policy, including but not limited to Texas Local Government Code §143.041, the provisions of this Subsection shall preempt such statute, local ordinance, City or Department policy only to the extent of such conflict.

Section 15. Patrol Stipend

Effective with the first pay period after October 1, 2025 upon reaching four (4) years of seniority Officers, Corporals, and Sergeants who are assigned to a Patrol Division for a twenty-eight (28) calendar day cycle in the following sectors and shifts: Adam, Baker, Charlie, David, Edward, Frank, George, Henry, and Ida – 100's, 200's, 300's, 400's, 500's, 600's, 700's, 800's, 900's and 1100's, (This does not include any specialized or support units) shall be paid a patrol stipend of \$175 per month, and upon reaching eight (8) years of seniority shall be paid a patrol stipend of \$200 per month, and upon reaching twelve (12) years of seniority shall be paid a patrol stipend of \$250 per month.

Section 16. Recruitment/Retention Incentive

The City is authorized to develop and implement recruitment and/or retention incentive program(s) outside of this Agreement, and such payments shall not violate the equal payment provision in TLGC 143.041.

Section 17. Implementation and Testing New Human Capital Management System

The parties understand that the City of Austin will be implementing a new human capital management system. To ensure a smooth transition, the City will provide the Association with 30 days' notice prior to the effective start date for implementation. The parties agree to work in good faith to resolve any issues that may arise in a timely fashion.

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ARTICLE 8
OVERTIME, ON-CALL, COURT TIME AND CALL BACK

Section 1. Overtime

- a) For purposes of computing overtime, all approved paid leave time, other than sick leave and vacation leave, shall be calculated as hours worked.
- b) There shall be an exception to this Section if the Chief of Police in their sole discretion determines that the needs of Department necessitate allowing vacation time to be calculated as hours worked under specific circumstances of overtime work shortages including, but not limited to, other special events as determined by Chief.
- c) Except for assignments reimbursed by a federal or state agency, officers shall receive a premium rate of pay in addition to their base hourly rate equal to one-half of the officer's FLSA regular rate of pay for all hours worked on assignments contracted by a source outside the City, regardless of the number of hours the officer has worked in that work week.
- d) Nothing in this article shall prevent the Department from paying a premium pay rate for overtime hours worked if the Chief deems it necessary for such a rate to be paid to incentivize volunteers for certain overtime shifts as determined by the Chief.
- e) Policies exercised pursuant to this Article may not be changed or rescinded without prior electronic written notice to the Association.

Section 2. On-Call Status

- a) The City will allow ten (10) hours of comp time per week for any non-exempt Officer on call, as defined by Department policy implemented by the Chief.
- b) Officers placed on "court call" while under subpoena to court for two or more consecutive calendar days, shall not be eligible under the prior sentence, but shall receive one (1) hour of additional comp time per day for each regularly scheduled day off or pre-approved leave day.
- c) The term "comp time" may change with the inclusion of a new human capital management system per Article 7, Section 17, but the underlying policy for such time will remain the same.

Section 3. Court Time

- a) An Officer who attends court more than one hour before the start of their regularly scheduled shift shall receive a minimum of three (3) hours compensation at time and one half. (e.g. If the Officer is assigned to work from 9:00 a.m. till 7:00 p.m., and they must attend municipal court at 7:00 a.m. the same day, the Officer is entitled to three (3) hours of overtime).
- b) If the Officer attends court one hour or less before the start of their regularly scheduled shift, the Officer shall receive one (1) full hour of compensation at time and one half.

(e.g. if the Officer's shift starts at 9:00 a.m., but they must attend municipal court at 8:00 a.m. or later, the Officer shall receive one full hour of overtime).

c) An Officer who attends court after their regularly scheduled shift has ended shall receive a minimum of three (3) hours compensation at time and one half. (e.g. If the officer is assigned to work from 10:00 p.m. till 8:00 a.m., and they must attend municipal court at 8:00 a.m. the same date, the Officer is entitled to three (3) hours of overtime).

d) If the Officer's court assignment begins during their regularly scheduled shift but continues beyond their normal duty hours, the Officer will only be entitled to the actual amount of overtime hours worked. (e.g., If the Officer is assigned to work from 10:00 p.m. till 8:00 a.m., and if the Officer's court assignment begins at 7:30 a.m. and the Officer is not dismissed from court until 9:00 a.m., the Officer shall receive only one (1) hour of overtime).

Section 4. Call Back

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

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

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

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

**ARTICLE 9
SPECIAL LEAVE PROVISIONS**

Section 1. Emergency Leave

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

Section 2. Sick Leave Donation

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

b) For purposes of Section 2 of this Article, “employee” shall mean any City of Austin employee except a Chapter 143 civil service employee of the Fire Department or the EMS Department.

Section 3. Payment of Sick Leave on Separation

a) For Officers hired on or before the effective date of this Agreement with at least sixteen (16) years of actual service who separate in good standing, separation pay for accrued sick leave will be paid as follows:

An Officer shall not be considered to have separated in good standing if he/she is indefinitely suspended or leaves the Department in lieu of termination. Except as provided in the following paragraph, the maximum accrued sick leave payable will be 1400 hours.

The maximum accrued sick leave payable will be increased to 1700 hours if, in addition to the above requirements, the Officer has not used more than 80 hours of sick leave in either of the two prior twelve month periods before the date of separation, and has not used more than 120 hours cumulative in the prior 24 month period before the date of separation. The Chief shall have the right to grant hardship approval for use of leave above these amounts on the basis of actual documented medical conditions or treatment justifying the absence.

For former PSEM officers, the sixteen (16) years requirement under section 3(a) shall be calculated using total City of Austin years of service, not strictly years of service at APD.

b) For Officers hired after the effective date of this AGREEMENT with at least sixteen (16) years of actual service who separate in good standing, accrued sick leave will be payable at the maximum amount of 900 hours.

Section 4. Administrative Leave

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

Section 5. Military Leave

Officers who are responding to orders of the U.S. Armed Forces will be granted up to one hundred and fifty (150) hours of paid military leave per federal fiscal year (October 1 through September 30).

Section 6. Preemption

Officers shall be entitled to Special Leave as provided in this Article and as provided and defined by City of Austin and APD policy and procedure as of the effective date of this AGREEMENT. Such entitlements shall not be changed during the term of this AGREEMENT, and shall totally preempt any provisions for leave under Chapters 141, 142, and 143 of the Local Government Code.

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**ARTICLE 10
HOLIDAYS, VACATION AND SICK LEAVE**

Section 1. Christmas and Thanksgiving Holiday

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

Additionally, beginning with FY 26, all non-exempt hourly Officers whose shift begins on the fourth Thursday of November shall be paid time and one half their regular hourly rate for all hours actually worked for the entire shift, unless they are receiving any premium pay under another provision of this Agreement. Exempt Officers who are required by their immediate supervisor to work on Thanksgiving shall be paid a holiday stipend pursuant to CITY policy.

Section 2. Seniority Standards

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

Section 3. Vacation Accrual Rate

All Officers shall accrue regular vacation leave at the rate of 6.25 hours for each pay period in which benefits accrue.

Section 4. Accrual Caps for Vacation and Exception Vacation

a) Officers may accrue up to four hundred (400) hours of vacation and up to one hundred sixty (160) hours of exception vacation. The maximum hours of vacation payable upon separation shall continue to be two hundred forty (240) hours of vacation and one hundred sixty (160) hours of exception vacation, in accordance with City policy.

b) It is the Officer's responsibility to ensure that the vacation and exception vacation balances remain at or below the accrual caps. Hours in excess of the caps will not accrue and no Officer will receive financial compensation for any hours in excess of the cap.

Section 5. Sick Leave Accrual Rate

All Officers shall accrue sick leave at the rate of 6.08 hours for each pay period in which benefits accrue.

Section 6. Preemption

Officers shall be entitled to Holiday, Vacation and Sick Leave as provided in this Article and as provided and defined by City of Austin and APD policy and procedure during the term of this AGREEMENT. Such entitlements shall totally preempt any provisions for leave under Chapters 141, 142, and 143 of the Local Government Code.

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ARTICLE 11
ASSOCIATION BUSINESS LEAVE

Section 1. Definitions

As used in this Article:

a) "Association Business" means time spent in Meet and Confer negotiations; administering the terms of this AGREEMENT, including the adjusting of grievances and participating in a dispute resolution process; representing members in a disciplinary process (to the extent allowed by this AGREEMENT); and attending the annual union conferences and Executive Board meetings, the ASSOCIATION'S Executive Board meetings, regular ASSOCIATION business meetings and ASSOCIATION seminars and workshops (subject to the provisions of Section 4 below).

Section 2. Establishment of Association Business Leave Time Pool

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

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

Section 3. Use of Association Business Leave

a) ASSOCIATION President

(1) The ASSOCIATION President may use ABL for any lawful activity consistent with Association Business, except as specifically prohibited by this AGREEMENT.

(2) The ASSOCIATION President may be permitted up to 2080 hours of ABL per year, in accordance with Section 3 a)(1) above. Otherwise, use of ABL by the ASSOCIATION President may be denied or revoked only in the event of an emergency situation. The Association President will be returned to ABL status after the emergency situation ends.

b) ASSOCIATION Board Members and Committee Chairs

(1) ASSOCIATION Board Members and Committee Chairs may use ABL to conduct Association Business as authorized in this Article. Board Members and Committee Chairs may also use ABL for special events that support the mission of the Department or Association Business, but do not otherwise violate the terms of this Article. The practice of addressing cadet classes twice during cadet training, with approval of the time and content by the Chief, shall continue through the duration of this AGREEMENT. Such time spent addressing cadet classes

shall be deducted from the Pool. This provision does not exclude the Chief from approving other individuals or groups to address cadet classes at their discretion, but excluding groups that seek to represent Officers regarding wages, hours and other conditions of employment.

(2) ASSOCIATION Board Members and each of the standing Committee Chairs may each be authorized to utilize up to four hundred hours (400) hours of ABL from the Pool during the year.

(3) Subject to the Chief's operational control and approval, three (3) Board Members, or Committee Chairs may be authorized to use more than four hundred (400) hours of ABL from the pool during the year. No more than one-half (1/2) of the hours specified in this Subsection may be utilized for legislative and/or political activities as limited by Section 4. If ABL for such Board Members(s) or Committee Chair(s) is revoked for any reason other than an emergency situation, the ASSOCIATION President may meet with the Deputy City Manager or the Assistant City Manager over public safety to review such action. The timeline for filing a grievance, if any, shall be tolled until such review has been completed.

(4) Effective October 1, 2025, subject to the Chief's operational control and approval, a total of four (4) Board Members or Committee Chairs may be authorized by and subject to subsection (3) above, to use more than four hundred (400) hours of ABL from the pool during the year.

c) ASSOCIATION Members

The ASSOCIATION may request approval for the use of additional ABL for ASSOCIATION members. Any use of additional ABL will be solely at the Chief's discretion.

d) Accounting for ABL

All Officers shall account for all ABL taken through the Chief's office, and such time shall be subtracted from the Association leave pool. There shall be no entitlement for overtime pay for any hours worked on ABL. Such hours shall be counted toward FMLA eligibility.

e) Officer Conduct While on ABL

While on ABL, all Officers shall abide by the policies, rules, regulations, procedures, and directives of the Austin Police Department. ABL may be revoked for violations of such policies, including but not limited to acts that bring discredit to the Department or to the CITY, that tend to adversely affect the confidence of the public in the integrity of the Department, or improperly damages or impairs the reputation of the Department. The CITY recognizes the ASSOCIATION's prerogative to publicly express interests related to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the ASSOCIATION. The CITY further recognizes that from time to time, the interests of the ASSOCIATION may not be shared by the Department or CITY. Expression of such interests in a manner consistent with the philosophy and values of the Department will not be considered to be a violation of this Subsection.

f) Temporary Vacancy

(1) In their sole discretion, the Chief of Police may determine that the continuous absence from duty of more than three months due to the usage of ABL creates a vacancy in the affected Officer's rank, but shall not expand the size of the classified service. When the Officer whose absence created the vacancy returns to active duty, thus creating a surplus in their rank, the last person promoted to that rank will be demoted to the next lower classification and placed on the reinstatement list with such rights as prescribed by this Article.

(2) The same result applies to all other promotions in the lower ranks which resulted from the first promotion and subsequent demotion.

(3) There shall be only one reinstatement list for each rank for persons demoted by virtue of this Section. Any person placed on the reinstatement list shall remain on the list indefinitely. Persons on the list shall be entitled to reinstatement to the rank from which they were demoted in the same order as the demotion occurred. This results in the last demoted at that rank being the first reinstated. Reinstatements must occur off of the reinstatement list for that rank before any promotional eligibility list. Until such reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created at that rank for the purpose of any promotional eligibility list.

Section 4. Use of ABL for Legislative/Political Activities

a) It is specifically understood and agreed that ABL shall not be utilized for legislative and/or political activities at the State or National level, unless they relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the ASSOCIATION. At the local level, the use of ABL for legislative and/or political activities shall be limited to raising concerns regarding officer safety. ABL shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. ABL shall not be utilized for legislative and/or political activities that are sponsored or supported by the ASSOCIATION's Political Action Committee(s).

b) It is specifically understood and agreed that no ABL shall be utilized for legislative and/or political activities at the local, state, or national level that are contrary to the CITY's adopted legislative program. No ABL shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to prohibit an Officer from using vacation time to engage in legislative and/or political activities.

Section 5. Request for ABL

All Association Business Leave will be requested in writing to and approved by the ASSOCIATION President and submitted in advance for final approval by the Chief in accordance with this Article. The Chief may waive the requirement that the request and approval be in writing. Requests for use of ABL shall be made as far in advance as is practicable.

Section 6. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect after expiration of this AGREEMENT until the earlier of the date a successor agreement has been reached, or twenty-four (24) months after expiration of this AGREEMENT. In no event shall this Article continue in effect after September 30, 2031.

Tentative Agreement 09-25-24

ARTICLE 12
ASSOCIATION COMMUNICATION

Section 1. Association Access to Bulletin Boards, Cell Phones

The ASSOCIATION's access to CITY facilities and equipment to communicate with its membership shall include the use of one (1) bulletin board, or electronic messaging system, installed at each substation and satellite office, one (1) bulletin board, or electronic messaging system, in other locations agreed to by the ASSOCIATION and the Chief, and individually assigned Departmental cell phones. Use of cell phones shall be in accordance with written Departmental policy, or shall otherwise be approved in advance by the Chief's office. Use of department equipment to create or send email on ASSOCIATION business is not allowed. The design and placement of the bulletin boards or electronic messaging system shall be approved in advance by the Chief or their designee. Any such bulletin board or electronic messaging system shall be provided by, maintained by, and paid for by the ASSOCIATION.

Section 2. Guidelines for Association Bulletin Boards

The following guidelines shall apply to materials posted on the bulletin boards or electronic messaging system.

- a) There shall be no personal attacks or inflammatory statements.
- b) All materials shall be directed toward dissemination of ASSOCIATION information.
- c) Any concerns about the content of posted material shall be brought to the attention of the ASSOCIATION's President for review and adjustment as soon as the concerns are noticed. The Chief shall direct the objectionable material to be removed from the bulletin board until final determination.
- d) Such bulletin boards and electronic messaging systems are subject to City and Department policies and shall be used only for general informational purposes from the Association to its membership. They are not intended to be utilized for issues that could have an adverse impact on the City and/or Department or opinions such as those related to ongoing bargaining, grievances, complaints or lawsuits. The bulletin boards or electronic messaging systems also shall not contain political statements including endorsements, whether at the association, local, state or federal level.

**ARTICLE 13
PROMOTIONS**

Section 1. Corporal/Detective

a) Eligibility

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

(2) The job description for the Corporal/Detective rank shall include acting as a supervisor when a Sergeant is not available, conducting assigned investigation and other duties as determined by the Chief and set out in the job description and general orders.

(3) Any Corporal/Detective designated to perform duties as an acting Sergeant, shall be entitled to higher classification pay under the same criteria set forth in Department policy then applicable to any other supervisor temporarily working in the next higher rank.

(4) Positions in the rank of Corporal/Detective shall be filled from an eligibility list created by a promotional procedure consisting of a written examination conducted in accordance with this Article.

(5) There shall be no minimum score requirements for the written test.

b) Scoring

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

<u>Written Examination Points:</u>	
(See Section 5)	
Maximum Exam Points	100
Maximum Education Points	3
Master Peace Officer	1
Maximum Seniority Points	+15
Total Maximum Points:	119*

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

c) Seniority / Time in Rank

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

d) Education Points

(1) The following education points shall be added to each candidate's score, in accordance with the accreditation standard referenced in Article 7, Section 9 for education incentive pay. No cumulative points shall be allowed for more than one degree or certification.

- (i) Add .5 point for 60 college hours
- (ii) Add 1.0 point for Bachelor Degree
- (iii) Add 2.0 points for Master's Degree
- (iv) Add 3.0 points for Doctorate Degree

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

e) Master Peace Officer Certificate

(1) One (1) point shall be added to each candidate's score for having a TCOLE Master Peace Officers certification.

Section 2. Sergeant and Lieutenant

a) Promotional Procedure for Rank of Sergeant and Lieutenant

(1) Positions in the rank of Sergeant and Lieutenant shall be filled from an eligibility list created by a promotional procedure consisting of a written examination and an Assessment Center conducted in accordance with this Article. There shall be no minimum passing score for the written examination but there shall be a minimum passing score of 70% of the cumulative Written Examination and Assessment Center. A candidate failing to meet the minimum cumulative score shall not move forward in the process.

(2) A Corporal/Detective or a Sergeant becomes eligible for promotion to the next immediate level after two (2) years in rank.

b) Scoring

After the Assessment Center scoring has been completed for the rank of Sergeant and Lieutenant the eligibility list shall be calculated as follows:

Written Examination Points: Assessment Center

Maximum Exam Points 100 Maximum Points 100

PROMOTION ELIGIBILITY LIST FORMULA

$$\begin{array}{r} \text{Written examination points} \\ \text{The written examination score} \times .50 \text{ adjustment factor for the ranks of Sergeant or} \\ \text{Lieutenant} \\ + \\ \text{The Assessment Center Points} \times .50 \text{ adjustment factor for the ranks of Sergeant or} \\ \text{Lieutenant} \\ + \\ \text{Time in Rank Points} \\ + \\ \text{Education Points} \\ = \\ \text{Total points for promotion list*} \end{array}$$

There shall be a minimum passing score of 70% of the cumulative Written Examination and Assessment Center prior to any time in rank or education points being added. A candidate failing to meet the minimum cumulative score shall not move forward in the process.

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

c) Time in Rank Points

Each Officer testing for the rank of Sergeant shall be entitled to up to a maximum of seven (7) Time in Rank points to be added to the final score, equivalent to one (1) point per year of service at the current rank at the time of testing, which shall be prorated for partial years. Each Officer testing for the rank of Lieutenant or Commander shall be entitled to up to maximum of five (5) Time in Rank points to be added to the final score, equivalent to one point per year of service at the current rank at the time of testing, which shall be prorated for partial years.

d) Education Points

(1) The following education points shall be added to each candidate's score. These points shall be added to the final score in accordance with the point formula below, and shall only apply to college degrees from an accredited college or university, meeting the accreditation standard referenced in Article 7 Section 9 for education incentive pay. No cumulative points shall be allowed for more than one degree or certification.

- (i) Add .5 point for 60 college hours
- (ii) Add 1.0 point for Bachelor Degree

- (iii) Add 2.0 points for Master's Degree
- (iv) Add 3.0 points for Doctorate Degree

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

Section 3. Commanders

a) A Lieutenant becomes eligible for promotion to the next immediate level after two (2) years in rank; and any test posted after December 31, 2024, eligibility shall additionally be based upon completion of all promotion phases outlined in the Commander promotion pilot program outlined in this Article.

b) **Mentorship Program:** The parties agree it is in the best interest of the Department to establish a mentorship program in which those currently holding the rank of Lieutenant who wish to promote to the rank of Commander are given the opportunity for mentorship by a current Commander. The mentorship program shall be loosely structured to ensure each potential candidate can receive specific guidance unique to their professional history, experience, and career goals. Participation in the mentorship program is not required for promotion. The department shall appoint one sworn individual to facilitate mentor assignments and ensure equitable access to all candidates wishing to participate.

c) **Promotion Procedure for Rank of Commander:** The parties mutually agree on the vital importance of ensuring those Officers chosen for leadership roles in the Department embody the qualities, characteristics, and experience necessary to effectively lead and mentor those placed in their charge. It is the goal of the parties to establish a comprehensive promotional system that facilitates candidate access to leadership development opportunities, encompasses thorough vetting, and ensures equal opportunity to all qualified candidates.

(1) The parties agree to utilize a new pilot promotional process for the rank of Commander for any test posted after December 31, 2024. This process shall specifically override TLGC Chapter 143.054 in its entirety.

(2) Positions in the rank of Commander shall be filled from an eligibility list created by a promotional procedure consisting of four phases:

- Leadership Development Program
- Written examination
- Assessment center
- Review Panel

(3) Promotion phases:

- (a) Leadership Development Program (LDP): There shall be an LDP established by the Department, with input from a Labor Management Committee as established by the Chief. The Labor Management Committee shall include, at minimum, one (1) representative appointed by the ASSOCIATION. All ultimate decisions and minimum requirements of the LDP shall be at the sole discretion of the Chief or their sworn designee. Candidates that do not meet the minimum requirements set forth by the Chief or their designee will not be permitted to proceed to the next phase of the promotion process.
- a. The parties mutually agree to establish a Labor Management Committee within sixty (60) days of execution to this AGREEMENT for the purpose of establishing the Leadership Development Program curriculum parameters.
- i. The committee shall establish curriculum parameters that include reading assignments, writing assignments, and if appropriate examinations.
 - ii. The committee shall outline the goals of the course, expectations of participants, and a general overview of topics to be covered.
 - iii. This program shall operate separately from the Training Academy and the staff associated therewith; however, record-keeping and TCOLE communications shall be maintained through the Training Academy.
- b. The Chief of Police or their sworn designee shall have final approval of the Leadership Development Program curriculum.
- i. The candidate's performance in the Leadership Development Program will be evaluated on a pass/fail basis using usual and customary metrics in educational evaluations. These metrics may include, but not be limited to, attendance, participation, and completion of assignments. Failure of this component will prohibit a candidate from moving forward in the promotional process. Passing of this component will not add to or diminish the overall promotion score.
- c. Both parties agree to use best efforts to ensure that this process is completed in time for members to be able to complete such Program prior to the 2025 testing cycle, however, if same is not complete, this shall not be a prerequisite to promotion for that cycle. After the 2025 testing cycle, completion of the LDP will be a prerequisite to sit for the written examination.
- d. There shall be a minimum passing score of 70% of the cumulative Written Examination and Assessment Center prior to any time in rank or education points being added. A candidate failing to meet the minimum cumulative score shall not move forward in the process.
- (d) Review Panel – The final phase of the promotion process shall consist of an evaluation of the candidate's professional history, experience and achievements. The evaluation

will be conducted by the Review Panel and be based upon the candidate's resume and oral presentation. The Department will provide candidates with a standardized format in which all candidates will submit their resume. The resume shall be submitted no later than ten (10) calendar days prior to the convening of the Review Panel. The Review Panel shall consist of five (5) sworn members. The members shall be appointed as outlined below and can be of any rank and/or assignment. To ensure equity in appointment of board members the parties agree to the following:

- Four (4) members shall be appointed by the Chief or their designee; at the request of the candidate, one of these appointees may be their department assigned mentor
- One (1) member shall be appointed by the President of the Association

ii. The panel shall be provided with each candidate's resume for prior review.

iii. Each candidate shall be given no more than ten (10) minutes to make an oral presentation outlining their career, achievements, personal accolades, and professional goals. The presentation shall be made in person without the use of electronics or other demonstrative tools. The candidate may reference notes or other personal writings during the presentation

iv. The panel shall give each candidate a numerical score from 1 – 100. The highest and lowest scores will be removed, and the remaining three scores shall be averaged to obtain a numerical value for their "Review Panel" score. The parties mutually agree to establish a comprehensive and equitable scoring system for utilization by the Review Panel.

(e) Final mathematical promotion score – the final promotional score for each candidate shall be calculated as:

- Written Examination – 45% (test score x .45)
- Assessment Center – 45% (AC score x .45)
- Review Panel Score – 10% (RP score x .1)

All candidates will then be placed on an eligibility list in a manner consistent with promotions at the rank of Sergeant and Lieutenant utilizing the additional point structure as shown in Section 2 c and d above.

(4) Following promotion to the rank of Commander from any list certified after January 1, 2025, the promoted member will serve a probationary period of six (6) months, during which time they will be evaluated on a monthly basis by the Assistant Chief to whom they directly report. The monthly evaluation will be completed using a standardized form with performance expectations established by the Chief. The evaluation shall be completed in writing and signed by such Assistant Chief and such member. In the event the Assistant Chief identifies deficiencies in performance

expectations, the Assistant Chief shall counsel the promoted member on ways to improve performance. If at the conclusion of the probationary period, or any extension thereof, it is determined a promoted member has met the performance expectations, they will no longer be on probation.

(5) In the event it is determined a promoted member is unable to satisfactorily meet the standards established by the Chief for the rank of Commander, the Chief may:

1. Extend the probationary period; or
2. Refer such member to the Demotion Review Board for consideration of demotion.
 - a. Should the Chief refer a member to the Demotion Review Board, the Chief shall convene a five (5) member committee to evaluate the circumstances and determine if demotion is appropriate. The Demotion Review Board shall be comprised of one (1) member appointed by the Association and four (4) members appointed by the Chief, to include a civilian employee of the City.
 - b. Such referral shall be accompanied by a written statement by the Chief stating the reason(s) for the referral, with a copy to the member. The member shall be offered an opportunity to provide a written statement to the Demotion Review Board within five (5) business days of the referral. Such statement may include a request for voluntary demotion should the member so desire.
 - c. Should there not be a voluntary demotion request, the Demotion Review Board shall consider the written statement by the Chief and the written statement by the member. The member shall have the opportunity to be interviewed by the Demotion Review Board prior to a determination whether or not to demote. The Demotion Review Board may additionally request that the Chief and/or any other relevant supervisory party be interviewed to discuss such referral.
 - d. The Demotion Review Board shall determine by a majority vote whether the member shall be demoted, their probationary period extended, or has successfully completed probation.

(6) Demotion Procedure

- (a) An employee who is demoted pursuant to this section shall be placed in the same classification, or its equivalent, that the employee held before the promotion.
- (b) Any demotion under this Section shall not be considered a disciplinary demotion and shall not be subject to appeal or grievance by the employee. When the employee being demoted herein returns to their prior rank, the person who filled the most recent vacancy at that rank shall be the one who is demoted to the next lowest classification and placed on a reinstatement list, with such rights as prescribed in this Article.

- (c) The same result applies to all other promotions in lower ranks which resulted from the first promotion and subsequent demotion.
- (7) After successful completion of the probationary period, any demotion shall be in accordance with Local Government Code, Chapter 143.

Section 4. Written Examination to the Rank of Corporal/Detective, Sergeant, Lieutenant, and Commander

All candidates for the ranks of Corporal/Detective shall take a written examination. All candidates for the ranks of Sergeant, Lieutenant, and Commander shall first take and pass a written examination. The maximum score for the written examination shall be one hundred (100) points. The written examination shall consist of questions relating to the duties of the rank to be filled, as contained in reading material selected as described in this Section. The CITY may engage an independent consultant to professionally develop the written examination questions after consultations with the Director of Civil Service. The CITY will make a reasonable effort to have the written examination validated. The examination may be validated before or after the examination is given. Prior to being administered, the finalized examination shall be kept in a safe and secure manner.

A materials selection committee (MSC) shall be established annually. All but one (1) of the MSC members shall be chosen by the Chief of Police. The remaining member shall be chosen by the President of the APA and the selected Officer's name shall be submitted in writing to the Chief of Police a minimum of ten (10) calendar days prior to the MSC's first meeting. The APA's selected member, along with the majority of the members selected by the Chief of Police shall be employees already at a rank minimally equivalent to the rank of the vacant position.

The MSC shall have at least 30 calendar days to select materials that would be qualitative and relevant to the rank of the vacant position. The list of materials discussed within the MSC (including both materials selected and not selected shall be strictly confidential.

The CITY shall make reasonable efforts to provide a six (6) month study time window prior to promotional examinations, but it is agreed that, at the discretion of the Chief, expiration or exhaustion of a list may be considered in his/her determination of whether an earlier examination is given. It is specifically, agreed that the Chief shall have the right to determine when an examination is given, regardless of the status of the prior list, notwithstanding anything to the contrary in Texas Local Government Code, Chapter 143. The amount of time provided for a promotional examination notice that is at least equivalent to the time prescribed in Section 143.029, Texas Local Government Code, is not grievable, may not be appealed either to the Fire and Police Civil Service Commission, hearing examiner, or to the district court.

Section 5. Assessment Center Process for Promotion to the Ranks of Sergeant, Lieutenant, or Commander

a) Prior to the written test being administered, the Chief shall determine how to establish assessment criteria based on job content and responsibility. The Director of Civil Service

will generate a list of consultants, and will review that list with the Chief, who will approve the list. The Chief shall also appoint three (3) members to serve on an Assessment Center Review Committee (ACRC) plus one (1) alternate. The ASSOCIATION shall also select three (3) individuals to serve on the ACRC and one (1) alternate. All ACRC members shall be selected from the tested rank or above. The ACRC shall meet and consider the list of consultants approved by the Chief and recommend an Assessment Center Consultant from the list, subject to Council approval, pursuant to City purchasing policies and procedures.

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

c) The consultant will design the Assessment Center which shall include some, if not all of the following exercises:

In-Basket
Problem Solving/Analysis
Written and Oral Resumes/Structured Interviews Role-Playing
Memo/Report Writing
Oral Presentation/Plan Preparation Staff Meeting
Special Event/Operations

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

d) The Consultant also selects the assessors for the Assessment who shall meet the following criteria:

- (1) Active duty, sworn officers of similar rank to the promotion, or above, from cities with a comparable population size to the City of Austin;
- (2) Shall not reside in Austin;
- (3) Shall not be related to any candidates for promotion;
- (4) Shall not be known to, beyond mere acquaintance, any candidates for promotion;
- (5) Shall have two (2) years of experience in the promoted or equivalent rank; and
- (6) Shall not be a current or former employee of the City of Austin.
- (7) Upon selection, shall be trained in the methods and best practices to be used in administering the test including, but not limited to recognition of implicit bias, expectations of their duties as assessors, including the required feedback

appropriate to allow the candidate to improve their Assessment Center test-taking skillset.

e) The Consultant shall conduct an orientation for candidates prior to administering the Assessment Center. At least two (2) orientations shall be scheduled with one in the morning and one in the afternoon. The orientation will include comprehensive information describing the exercises as listed in c) above, that will be utilized in the specific assessment process. If an orientation is scheduled during an Officer's work time, they will be permitted to attend.

f) The Consultant will select a panel consisting of five (5) members for the assessment. for each assessment. The panel selected by the Consultant will assess the candidates for the rank. Each member of the panel shall award up to one hundred (100) points to each candidate participating in the Assessment Center which shall be added together for the panel score. The assessment sessions will be recorded, and candidates may review their own session pursuant to procedures established by the Civil Service Director, provided that candidates are given up to four (4) hours, which may be provided in smaller increments of time, to review their assessment session. The Civil Service Director shall make blocks of time available for Officers to review examination results for the Assessment Center from 8:00 a.m. to 5:00 p.m., and, in addition, shall provide at least two (2) evening options until 10:00 p.m. However, the Civil Service Director will not provide these time periods and the required staff unless the times are reserved in advance. Examination reviews will be conducted on the Officer's off-duty time. Copies of the video recording will not be given to the candidate. Nothing in the Assessment Center process may be appealed either to the Firefighters', Police Officers' and Emergency Medical Services Personnel Civil Service Commission, hearing examiner, or the District Court.

g) Eligible Officers who do not participate in the Assessment Center process without legitimate excuse shall be removed from the eligibility list.

Section 6. Eligibility Lists for the Ranks of Corporal/Detective, Sergeant, Lieutenant, and Commander

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

b) Promotional eligibility lists for the ranks of Corporal/Detective, Sergeant, and Lieutenant shall be valid for twenty-four (24) months from the date the final eligibility list is initially posted. In the event of any occurrence which results in a change to the eligibility list, the changed list shall be effective on the day the original list was effective, even after termination of this AGREEMENT. In the event of a clerical or electronic error in computing the test scores, the expiration date of any promotional examination eligibility list may be amended by written agreement between the President of the ASSOCIATION and the City Manager.

c) A promotional eligibility list for Commander created after the effective date of this AGREEMENT, but prior to July 1, 2025 shall be effective for fifteen (15) months from the date the list is initially posted. In the event of any occurrence which results in a change to the eligibility list, the changed list shall be effective on the day the original list was effective. A promotional list

for Commander created July 1, 2025 or later shall be effective for twenty-four (24) months from the date the list is initially posted. In the event of any occurrence which results in a change to the eligibility list, the changed list shall be effective on the day the original list was effective. In the event of a clerical or electronic error in computing the test scores, the expiration date of any promotional examination eligibility list may be amended by written agreement between the President of the ASSOCIATION and the City Manager.

d) If a written promotional examination for a rank has been given prior to the expiration of this AGREEMENT, the promotional process for that rank may continue to completion, the expiration of this AGREEMENT notwithstanding, and the resulting eligibility list shall have a life of twenty-four (24) months from the date the final eligibility list is initially posted. In the event of any occurrence which results in a change to the eligibility list, the changed list shall be effective on the day the original list was effective, even after termination of this AGREEMENT.

e) Once a promotional eligibility list has been established, the list shall be distributed to the Association and the Department concurrently. The Association may not disclose the contents of the list until either 72 hours after the receipt or after the Department posts the list, whichever occurs first.

Section 7. Appeals Criteria Committee

a) An Appeals Criteria Committee (ACC) will determine the criteria for what may be appealed to the Firefighters', Police Officers' and Emergency Medical Services Personnel Civil Service Commission following all written promotional examinations. The ACC shall establish appeal criteria which will be used for all written examinations held during the term of this AGREEMENT. The ACC, composed of seven (7) individuals, shall be appointed as follows:

- (1) Three (3) members appointed by ASSOCIATION, each having taken at least one (1) promotional exam;
- (2) Two (2) members appointed by the Chief of Police, each having taken at least one (1) promotional exam;
- (3) One (1) member appointed by the Director of Civil Service; and
- (4) One (1) member appointed by the Chair of the Police Civil Service Commission.

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

Section 8. Appeal Process after Written Examination

Within 72 hours after a promotional examination is held, the Commission shall send the individual raw scores by PID numbers only to the City Clerk's office to be posted on the OCC

public notices page and on an electronic bulletin board located in the main lobby of the city hall. Any Officer who has taken a written promotional examination may, within seven (7) business days of the posting of the written promotional exam results, review his/her examination results. The process shall be established by the Director of Civil Service; provided, however, that each Officer who has taken a promotional examination may have up to four (4) hours to review his/her examination, write, and submit the appeal, if any, which must be based on the appeal criteria approved by the ACC. Once an appeal is filed, it shall be assigned a number and processed anonymously. The Officer may obtain a copy of his or her appeal. The Civil Service Director shall make blocks of time available for Officers to review examination results from 8:00 a.m. to 5:00 p.m., and, in addition, shall provide at least two (2) evening options until 10:00 p.m. However, the Civil Service Director will not provide these time periods and the required staff unless the times are reserved in advance. Examination reviews will be conducted on the Officer's off-duty time. There will be no appeal to the Civil Service Commission, a hearing examiner, or to the District Court of any facet of the examination review process.

Section 9. Review by Employee Review Committee

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

- a) Four (4) officers of the rank of the promotional exam or higher, two (2) each appointed by the ASSOCIATION and the Chief of Police; and
- b) One (1) member appointed by the Director of Civil Service.

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

Section 10. Time Limit to Fill Vacant Positions

It is expressly understood and agreed that the provisions in Chapter 143.036(d), 143.036(e) and 143.014(f) of the Local Government Code prescribing time limits for filling vacancies shall be followed from the date the vacancy occurs during the term of this AGREEMENT.

Section 11. Committee on the Assessment Center Process

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

Section 12. Military Promotions/Demotions

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

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

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

c) All other provisions of Sections 143.036 and 143.072 not specifically changed by this AGREEMENT shall remain in effect.

Section 13. Vacancy Created by Indefinite Suspension or Successful Appeal of a Promotional Bypass

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

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

Section 14. Reinstatement List

a) There shall be only one reinstatement list for each rank for persons demoted by virtue of Sections 12 and 13 of this Article and Article 17 Disciplinary Action of this Agreement.

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

c) Persons on the list shall be entitled to reinstatement to the rank from which they were demoted in the same order as the demotion occurred. This results in the first demoted at that rank being the first reinstated. Reinstatements must occur off of the reinstatement list for that rank before any promotions from a promotional eligibility list. Until such reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created at that rank for the purpose of any promotional eligibility list.

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

Section 15. Bypass

Promotional bypass will be in accordance with the provisions of Section 143.036 (f) and (g) included below for reference.

a) Unless the Police Chief has a valid reason for not appointing the person, the Police Chief shall appoint the eligible promotional candidate having the highest grade on the eligibility list. If the Police Chief has a valid reason for not appointing the eligible promotional candidate having the highest grade, the Police Chief shall personally discuss the reason with the person being bypassed before appointing another person. The Police Chief shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice. On application of the bypassed eligible promotional candidate, the reason the Police Chief did not appoint that person is subject to review by the commission or, on the written request of the person being bypassed, by an independent third-party hearing examiner under Section 143.057.

b) If a person is bypassed, the person's name is returned to its place on the eligibility list and shall be resubmitted to the Police Chief if a vacancy occurs. If the Police Chief refuses three times to appoint a person, files the reasons for the refusals in writing with the commission, and the commission does not set aside the refusals, the person's name shall be removed from the eligibility list.

Section 16. Vacancy

A vacancy for promotional purposes is created when:

1. An officer retires;
2. An officer resigns;
3. An officer dies;
4. An officer is promoted;
5. An officer is indefinitely suspended;
6. An officer is on authorized military leave of absence;
7. When an officer is appointed to the rank of Assistant Chief; or
8. When a temporary vacancy occurs, at the Chief's discretion in accordance Article 11, Section 3(f).

Section 17. Effect of Contract Expiration

The provisions of this Article shall remain in full force and effect for twenty-four (24) months after expiration of this AGREEMENT.

ARTICLE 14 HIRING PROCESSES

Part A. Application of Chapter 143 Processes

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

Part B. Initial Hiring Process

Section 1. Submission of Proper Application

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

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

Section 2. Screening and Testing of Applicants

a) The Police Chief will develop and implement the screening and testing procedures used to determine whether an applicant will be offered a position as a police cadet in a Police Academy class. The screening and testing procedures will include, at a minimum, a structured Oral Interview Board and a background investigation. Prior to implementation of screening and testing procedures, the ASSOCIATION shall be given the opportunity to provide input to the Chief. Nothing in this provision is intended to restrict the nature of the tests administered to applicants or the procedures used to administer those tests.

b) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list per Department policy or procedure. Applicants on the eligibility list may be offered a position as police cadet in any upcoming Police Academy class.

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

Section 3. Police Internship Program

a) In a joint effort to promote diversity the City and Association agree that the Austin Police Department may create and implement a Police Internship Program for individuals who are

interested in becoming Austin Police Officers. Anyone hired into or volunteers to participate in the Police Internship Program must pass the same screening and testing procedures as applicants for the position of Police Cadet, either at the beginning, or at the end of their participation in the Program, and/or at the time they become eligible for placement on an eligibility list, at the discretion of the Chief. The duration of the Police Internship Program will be at least the equivalent of a college semester.

b) Any intern who successfully completes the Police Internship Program shall be placed at the top of the current or next eligibility list for hire as a Police Cadet. Up to thirty-eight percent (38%) of each Police Academy class may consist of interns who successfully completed the Police Internship Program. Placement on eligibility lists under this section shall include any intern who completes an otherwise eligible internship program, even if it was begun prior to the effective date of this Agreement. If they are not eligible due to age, they will be placed at the top of the first eligibility list for which they are eligible and for which they remain otherwise eligible. If an intern remains enrolled as a full-time student, they shall be able to defer being placed on an eligibility list until completion of their then current course of enrollment.

Section 4. Effect on Present Cadet Classes

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

Section 5. Probationary Period

The “at will” probationary period of individuals filling beginning positions in the police Department shall begin, under this AGREEMENT, on the date the cadet receives his/her commission and shall end at the expiration of fifteen (15) months. The probationary period of any cadet that already holds a commission prior to entering the police academy shall begin on the date the officer receives their first assignment after successful completion of the academy, and shall end at the expiration of fifteen (15) months. However, any leave taken by a probationary police officer during this probationary time period, including but not limited to injury leave, FMLA leave, sick leave, shall extend this probationary period by the length of the leave taken. (Approved vacation leave other than FMLA will not so extend the probationary period.) Prior to any extension of this probationary period, the Chief shall provide written notice to the Association, however, nothing in this Section is intended to imply that an extension of this probationary time-period vests any rights under this agreement or in any way changes the “at will” status, or expands the rights, of a cadet or probationary officer.

Section 6. Annual Review

The Chief will notify the Association prior to the annual review of the hiring process and two Association representatives will be permitted to participate in that review.

Part C. Modified Hiring Process

Section 1. Applicability

The Modified Hiring Process applies only to the hiring of experienced police officers who may not need to attend the Department's regular Training Academy program.

Section 2. Eligibility Requirements

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

- At the time of application, each applicant must be actively employed as a police officer for a municipal, county, or state law enforcement agency that handles a full array of urban police work. Each applicant must have a total of at least three years of active service as a police officer for one or more municipal, county, or state law enforcement agency. Employment by or experience with a school or university law enforcement agency is not acceptable.
- Each applicant shall hold a current peace officer license from the Texas Commission on Law Enforcement Officer (TCOLE) or shall meet criteria established by the Chief for obtaining the TCOLE license.
- Each applicant will be subject to a background investigation which is inclusive of any prior agency's civil service personnel file as required by § 1701 of the Tex. Occ. Code.

b) The Chief of Police or their sworn designee may, at their sole discretion, deny the application of any applicant for the Modified Hiring Process and may determine whether a particular applicant meets the eligibility requirements.

c) Once the hiring process for a modified class has been identified, the CITY will provide the process to the ASSOCIATION prior to accepting applications. The CITY agrees not to change the hiring process for that hiring cycle unless a court, the DOJ, the EEOC/TWCCRD, or a third-party vendor that participated in designing the process, determines that the process outcome is unlawful under Title VII or Chapter 21 of the Texas Labor Code.

Section 3. Selection and Placement

a) The Chief of Police shall establish the selection criteria and procedures for the Modified Hiring Process, which need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Cadet in the Department's regular Training Academy.

Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.

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

Section 4. Training and Probation

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

b) Each Cadet Senior shall successfully complete the same probationary period as officers hired through the Department’s regular hiring process.

Section 5. Civil Service Status

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

b) Until completion of probation, an Officer hired through the Modified Hiring Process is excluded from the coverage of Articles 16 Protected Rights of Officers and 17 Disciplinary Action and cannot file grievances pursuant to Article 19 Agreement Grievance Procedure regarding disciplinary actions.

Section 6. Pay and Seniority

a) The Chief of Police may determine the pay rate for each Cadet Senior during the Modified Training Academy. Upon completion of the Academy, the Chief of Police may determine the pay rate for each Police Officer hired through this Modified Hiring Process. Such pay rate shall take into consideration the experience of the officer that is similar to that which they would experience in the Austin Police Department. Any pay rate established by the Chief shall not exceed that of an Officer with six years’ experience in the Austin Police Department. In no circumstance shall a police officer hired through this modified hiring process receive compensation at a pay rate in excess of their actual years of service.

b) Regardless of the pay rate established pursuant to this Article, seniority for purposes of longevity pay shall begin when the Officer successfully completes the Modified Training Academy.

Section 7. Promotional Eligibility

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

Section 8. Implementation

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

Part D. Additional Provisions

Section 1. Benefit of the Bargain

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

Section 2. Effect of Contract Expiration

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

- a) Any hiring process which is commenced within twenty-four (24) months from the expiration of this Agreement;
- b) The length of the "at will" probationary period for individuals in that status prior to the expirations of this AGREEMENT;
- c) Any eligibility list created under the terms of this Article;
- d) Any interns who are participating in the Police Internship Program at the expiration of this AGREEMENT may be placed at the top of the first eligibility list created after expiration of this AGREEMENT.

ARTICLE 15 DRUG TESTING

Section 1. Commitment to an Effective Drug Interdiction Program

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

Section 2. Random Testing

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

b) Upon notice of selection for random testing, any Officer shall provide a urine sample in accordance with the policy or protocol established by the testing laboratory. Failure to provide a sample shall be equivalent to insubordination and may be the basis for suspension or indefinite suspension.

Section 3. Assurance of Accurate Results

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

- (1) Initial screening test.
- (2) Confirmation test.

Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test. Officers shall be provided with a notice of the

result and may obtain a copy of the actual laboratory result upon request to the Lieutenant assigned responsibility as Drug Testing Coordinator.

The CITY and the ASSOCIATION agree that only an appropriately certified laboratory should conduct drug testing. The laboratory selected shall be experienced and capable of quality control documentation, chain of custody and have a demonstrated technical expertise and proficiency in urine analysis and shall comply with all requirements of an appropriately certified laboratory. The CITY shall require any laboratory selected for collecting samples to conduct a background investigation on those laboratory personnel involved in the collecting or handling of an unsealed sample. In addition, the CITY shall require any laboratory involved in collecting samples to use only employees who have not been arrested by Officers of the Austin Police Department or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in collecting or handling of an unsealed sample collected from an Officer. In the event that the laboratory that collects the initial samples is not the same laboratory that conducts the actual testing of those samples, only the laboratory that collects the initial samples must comply with the background and criminal history provision of this AGREEMENT. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in a positive test result.

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

Section 4. Testing on Reasonable Suspicion

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

- a) An Officer is presently using or under the influence of illegal drugs or inhalants;
- b) An Officer has possession of illegal drugs or inhalants;
- c) An Officer has been associated with or involved with others who were using or under the influence of illegal drugs or inhalants, or who were in possession of same, which association or involvement was not authorized or required in connection with any law enforcement duty, under circumstances which reasonably indicate participation or complicity with, or protection of such other individuals; or

d) Any conduct or situation described in a-c immediately above involving alcohol, while on duty, or which results in on-duty impairment.

Section 5. Definitions

For the purposes of this Article:

"Drug testing" shall be defined as the compulsory production and submission of a urine sample by an Officer for chemical analysis to detect the presence of prohibited drug usage, in connection with the random testing process set forth herein; and production or submission of urine, for a required test based on the reasonable suspicion standards set forth herein, with the exception that a blood or hair sample may be taken when there is reasonable suspicion in relation to a drug or inhalant which is not detectable through a standard urine panel or when alcohol is suspected.

"Illegal drugs, controlled substances, prohibited substances or inhalants" shall be those as specified in Department Policy, but shall at a minimum include:

- a) panel for prohibited substances listed in 49 CFR §40.87 at the time of the test; and
- b) an anabolic steroid panel for all critical incidents.

Tentative Agreement 09-25-20

ARTICLE 16
PROTECTED RIGHTS OF OFFICERS

Section 1. Effect of Article

a) The following provisions shall apply to the administrative investigation of alleged misconduct by APD Police Officers and the process of administrative discipline in Article 17. To the extent of any conflict between this AGREEMENT and the provisions of Chapter 143 of the TLGC the provisions of this AGREEMENT shall control. To the extent of any conflict between this Article and any other provision of this AGREEMENT, this Article shall control. Without waiving either party's legal arguments related to TLGC 143.312, the Parties agree that the provisions of this Article shall not preempt TLGC 143.312 except as explicitly stated herein and in Article 17 of this Agreement.

b) To be considered by the CITY as a basis for investigation and/or discipline, there must be a complaint as defined in this Article.

Section 2. Definitions

For the purposes of this Article and Article 17 the following definitions shall apply:

a) "Anonymous Complaint" shall mean a complaint in which the identity of the complainant is not recorded by the City. Such a complaint may be investigated if the departmental employee or non-departmental city employee receiving the anonymous complaint certifies in writing, under oath, that the complaint was anonymous.

b) "Complaint" shall mean a verbal or written communication alleging that an officer acted improperly and may have violated any law, policy, rule or agreement governing actions of any police officer while in the employ of the Austin Police Department.

c) "Complainant" shall mean any person who submits a complaint, including an anonymous complaint. This definition shall preempt the definition of "complainant" listed in §143.312(b)(1) TLGC. Complainant does not include the Department designee in the case of an administrative referral initiated by the Department.

d) "Critical Incident" means:

- (1) Any force resulting in death.
- (2) Any force that resulted in a substantial risk of death.
- (3) Any intentional firearm discharge at a person, vehicle, or structure, regardless of injury. "Firearm" shall be defined under departmental policy in effect at the time of this agreement.
- (4) Any unintentional firearm discharge resulting in another person's injury or death.

(5) Any force that resulted in serious bodily injury requiring admittance to the hospital, beyond emergency room treatment and release (e.g. serious disfigurement, disability, or protracted loss or impairment of the functioning of any body part or organ).

(6) Use of an impact weapon, including kinetic energy projectiles, and improvised weapons that strikes the head of a subject resulting in serious bodily injury or death.

(7) In custody deaths: For inquiry, reporting, and review purposes, all in-custody deaths occurring prior to or within 24 hours after booking shall be treated as critical incidents and require concurrent inquiries conducted by SIU and IA, regardless of whether force was used on the subject.

(8) The utilization of the Precision Immobilization Technique when serious bodily injury or death occurs.

*The definition of “serious bodily injury” found in the Texas Penal Code, Section 1.07(a)(46) will apply.

e) “Disciplinary Action” means a disciplinary suspension, indefinite suspension, demotion in rank, or any combination of those actions.

f) “Discipline” means a field note, disciplinary suspension, indefinite suspension, demotion, uncompensated duty, written or oral reprimand, education-based discipline or any combination of those actions.

g) “Evidence” means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a “complaint.”

h) “Investigation” means the collection and review of evidence related to a complaint or incident or an administrative review of officer conduct. This definition shall preempt the definition of “investigation” listed in §143.312(b)(2) TLGC.

i) “Statement” means any communication (oral or written) setting forth particulars or facts regarding the alleged misconduct under investigation.

Section 3. Compelled Testimony

There shall be no legal or administrative requirement, including but not limited to subpoena power or an order from the City Manager, or their designee, or the Department, that an Officer appear before or present evidence to any individual, panel, committee, group, or forum of any type with the exception of a lawful order of the Chief to appear and provide testimony or evidence. This provision has no application to any Independent Investigation authorized by the Chief of Police or the City Manager, 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 4. Maintenance of Records and Access to Records by Officers

a) For complaints of alleged misconduct which occurred prior to the effective date of this Agreement, the department shall follow TLGC 143.089. Effective upon execution of this Agreement and for complaints for alleged misconduct which occurred after that date, the City shall not maintain a confidential police department personnel file under TLGC 143.089(g), nor shall the Department itself. The City and Department shall maintain police personnel files in accordance with 143.089(a), which shall prospectively include records that would have previously been placed in the departmental file in accordance with 143.089(g). This provision shall specifically preempt and override any inconsistent provisions in TLGC 143.089 and shall be considered prospective from the effective date of this Agreement.

b) If a request is submitted under the Texas Open Records Act, to the City or the Department for any documents relating to an Officer that are maintained in the 143.089(a) file pursuant to the exception to 143.089(g) in Section 4(a) above the ASSOCIATION shall be notified and provided a written copy of the open records request with redactions that would otherwise be in accordance with Texas Public Information Act. Such notification shall occur in the same time frame the City or Department requests the documents from appropriate city or department personnel.

c) If the City or Department determines that the personnel or departmental documents requested on the Officer will be released to the requestor, the ASSOCIATION shall be notified prior to their release.

Section 5. Investigative Process

a) Not less than forty-eight (48) hours before the Officer who is the subject of an investigation provides a statement to an investigator, the Officer shall be provided a copy of the complaint(s). The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct under investigation, not less than forty-eight (48) hours before the investigator begins the initial oral or written interrogation of the Officer, the investigator must inform the Officer in writing of the additional allegations being investigated. This paragraph does not apply to a Disciplinary Review Hearing or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an Officer for alleged misconduct.

b) Before the Officer who is the subject of an investigation provides a statement to an investigator, the Officer and their representative(s) shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations if such recording is within the possession or control of the Department.

c) An Officer is entitled to a copy of their statement to the Internal Affairs Division at the time when the statement is finalized and signed by the Officer, but the statement remains confidential in the hands of the Officer pursuant to APD policy and orders of non-communication about internal investigations, except for consultations with counsel and/or ASSOCIATION representatives who are not involved in the investigation.

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

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

f) Not less than forty-eight (48) hours before a Disciplinary Review Hearing (or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct):

(i) The Officer and their representative(s) shall be allowed up to eight hours to review any and all evidence gathered or obtained during the investigation. The evidence available for review shall include the IA summary, if any; and

(ii) The Department shall provide written notice of the alleged policy violations and the specific range of discipline being considered. The Chief of Police shall not be restricted to the alleged policy violations and/or the range of discipline provided pursuant to this Subsection in making the final decision as to discipline, if any.

g) When the Chief of Police is notified that a panel, committee, or commission created by the City plans to review a case involving an Officer, the Officer and their representative(s) shall be allowed up to eight-hours to review any and all evidence gathered or obtained during the investigation. The evidence available for review shall include the IA summary, if any.

h) Neither the Officer nor their representative(s) will be permitted to make copies of any witness statements, audio tapes, photographic or videotape evidence reviewed; however, they may take written notes only, provided that they comply with the confidentiality and use provisions in Section 12.

i) Nothing in this Article shall be construed as requiring the Department to provide or make available for review by the Officer or their representative any evidence from criminal investigations unless that evidence is a part of the Internal Affairs Division administrative file. No criminal investigation material that is part of the Internal Affairs Department case file can be

provided to the Officer if there is a pending criminal investigation or judicial proceeding, without authorization from the criminal investigative authority.

Section 6. Disciplinary Review Hearings (The Officer's Loudermill Hearing)

When a Disciplinary Review Hearing (or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an Officer for alleged misconduct), is held, the following procedures shall apply:

a) It shall be optional for the Officer who is the subject of the investigation to attend and answer any questions at the hearing. Questions posed at the DRH do not constitute an "investigation" as defined in Section 2(h). No negative inference will be permitted should the Officer elect not to attend or answer questions. If the Officer chooses not to attend or has determined they will not answer any questions at the hearing, the Officer must give 48 hours' notice to the Department by filling out the necessary waiver form.

b) Should the Officer choose to attend, the Officer may record the portions of the hearing in which the chain-of-command and Chief of Police or their designee discuss the IAD investigation and the disciplinary decision with the Officer.

c) The Chief shall provide prior written notice to the ASSOCIATION of any scheduled DRH (or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an Officer for alleged misconduct) so that the ASSOCIATION may provide guidance and representation to the subject officer. Included in this section are meetings concerning Officers on probation that the Department has identified as needing to separate from the Department for any reason, without expanding any other probationary officer rights under this agreement.

Section 7. Disciplinary Review Deliberations

When Disciplinary Review Deliberations (or any other post administrative hearing deliberations conducted for the purpose of determining whether the Department shall take disciplinary action against an Officer for alleged misconduct), are held, no one other than the Chain of Command up to the Chief and a designated attorney from the City Attorney's office, may remain in the hearing while the chain of command and the Chief or their sworn designee discusses the final classification and/or appropriate discipline, if any, to be imposed.

Section 8. Public Release of Records and Misuse of Information

The access to records provided in Section 5 of this Article has been granted in exchange for the following agreements intended to ensure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

a) Information provided or made available for review remains confidential in the hands of the Officer and their representative(s) pursuant to this Agreement, APD policy, and orders

of non-communication about internal investigations, except for consultations with counsel and/or ASSOCIATION representative(s) who are not involved in the investigation.

b) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of the Officer, against the author of an Internal Affairs statement is strictly prohibited. A sustained violation of this Subsection shall result in either a temporary or indefinite suspension.

Section 9. Right to Representation

An Officer who is the subject of an investigation or administrative inquiry shall have the right to be represented by an attorney of the Officer's choice or an ASSOCIATION representative(s) or both during an interview, so long as such representative or attorney allows the interview to proceed and does not disrupt the interview process. An Officer shall have the right to be represented by an attorney or an ASSOCIATION representative(s) or both during a Disciplinary Review Hearing (or any administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an Officer for alleged misconduct).

Section 10. Violation of Officer's Rights

If the Department or any investigator, or any civilian granted access to the investigative process pursuant to this AGREEMENT violates any of the provisions of this Article or of Section 143.312 of the Texas Local Government Code while conducting an investigation, the violation may be considered by the Civil Service Commission or a Hearing Examiner in any disciplinary appeal hearing if the violation substantially impaired the Officer's ability to defend against the allegations of misconduct.

Section 11. Scheduling of Indefinite Suspension Appeal

If an Officer appeals an indefinite suspension to an Independent Third-Party Hearing Examiner, the parties will make a good faith effort to schedule the appeal of an indefinite suspension within 180 days of the date the Officer was indefinitely suspended.

Section 12. Applicability of Other Laws.

Nothing in this Article shall affect the applicability or ability to enforce any federal, state or local law, unless specifically pre-empted herein.

ARTICLE 17
DISCIPLINARY ACTIONS, DEMOTIONS & APPEALS

Section 1. Suspensions of Three (3) Calendar Days or Less

a) Appealable and Non-Appealable Suspensions

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

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

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

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

b) Arbitration Costs on Appealable Suspensions

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

To facilitate such payment on the part of the Officer they shall submit, at the time of appeal, a signed payroll deduction agreement that if the arbitrator rules in favor of the CITY they authorize up to one hundred dollars (\$100.00) per month to be deducted from their regular pay until such time as what would usually be the CITY's portion of the arbitrator's costs have been satisfied.

(c) The Department will continue to promote programs that emphasize counseling and training for policy violations described by the Chief to be minor in nature and for which the Chief believes the behavior can be corrected through training and counseling.

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

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

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

a) The Police Chief may, in cases the Chief deems to warrant indefinite suspension, offer to impose instead a suspension without pay for a period from sixteen (16) to ninety (90) calendar days. If the Officer accepts the mutually agreed suspension, there shall be no appeal either to the Police Civil Service Commission, to the District Court or to a Hearing Examiner. It is also understood and agreed that if the Chief permits the use of vacation days for suspension, such days off shall be considered as equal punishment to traditional unpaid days of suspension. In no case will sick leave be substituted for unpaid days of suspension.

b) In cases where the Officer's TCOLE license is suspended, the Chief of Police may impose a non-appealable suspension commensurate with the period during which the license is suspended.

Section 4. Payment for Accrued Leave upon Indefinite Suspension

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

b) If the indefinite suspension is overturned as a result of the appeal, the Civil Service Commission or a Hearing Examiner may restore such leave, but a total award of leave and back-pay, if any, shall be offset by the amount paid to the Officer under Section 4(a) above.

Section 5. Alternative Discipline by the Police Chief

In considering appropriate disciplinary action the Police Chief may require that an Officer be evaluated by a qualified professional designated by the Police Chief. If that professional recommends a program of counseling and/or rehabilitation for the Officer, the Police Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, require that the Officer successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the Officer's off-duty time, unless the Police Chief approves the use of accrued vacation leave or sick leave. The Officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the Officer's health insurance plan. If the Officer's misconduct involves alcohol-related behavior, the Police Chief may require that the Officer submit to mandatory alcohol testing, when ordered by the Police Chief, for a specified period of time. If, after entering the program of counseling and/or rehabilitation, the Officer fails or refuses to complete the program, the Officer

may be indefinitely suspended. The Officer has the right to appeal to the Police Civil Service Commission or to a Third-Party Hearing Examiner any discipline imposed under this Section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the Police Civil Service Commission or Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Police Chief or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 6. Alternative Discipline by Agreement

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

Section 7. Last Chance Agreement

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

- (1) The Officer will successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Police Chief.
- (2) The program of counseling and/or rehabilitation will be completed on the Officer's off-duty time, unless the Police Chief approves the use of accrued vacation leave or sick leave. The Officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the Officer's health insurance plan.
- (3) The Officer will agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the Officer commits the

same or a similar act of misconduct, the Officer will be indefinitely suspended without right of appeal.

b) If the Officer's misconduct involves alcohol-related behavior, the Police Chief may require that the Officer submit to mandatory alcohol testing, upon order by the Police Chief, for a specified period of time. If the Officer accepts the opportunity for a last chance agreement, the Officer may not appeal any terms of the agreement. If the Officer fails to successfully complete the agreed upon program, the Officer may be indefinitely suspended without right of appeal.

Section 8. Disciplinary Statute of Limitations

a) Effective upon execution of this Agreement and for alleged misconduct which occurred after that date, the Police Chief retains the authority to discipline officers for misconduct for 365 calendar days starting from the date that a complaint is submitted to the City of Austin or the conduct in question becomes known to the Police Chief or any Assistant Police Chief, whichever is earlier, so long as such discipline occurs within three years of the date of the incident in question.

b) If the Police Chief has not issued disciplinary action within 180 calendar days from the date the complaint is submitted to the City of Austin or the conduct in question becomes known to the Police Chief or any Assistant Chief, whichever is earlier, the Police Chief shall advise the subject Officer in writing as to the reason the Police Chief needs additional time beyond the 180 day period and every 90 days thereafter. If requested within ten (10) business days from the officer's receipt of such notice, the Officer has a right to request in writing a personal meeting with the Police Chief or an Assistant Chief designated by the Chief to discuss the progress of any investigation, but not the investigation itself. Once an in-person meeting is timely requested, the Chief or Assistant Chief shall meet with the Officer within ten (10) business days or a later date set by mutual agreement. The Officer has a right to representation by the ASSOCIATION. Nothing in this subsection shall affect the Chief's ability to impose disciplinary action.

c) An Officer and the Chief, or designee, may agree to extend this deadline for imposing disciplinary action for a period not to exceed additional thirty (30) calendar day increments. Either the Officer or the Chief may offer or request the extension. The agreement to extend the deadline shall be in writing and shall be signed by both the Officer and the Chief, or designee.

d) Any disciplinary action taken by the Chief before the deadline or extended deadline shall be considered timely. An agreement to extend the deadline does not affect an Officer's right of appeal from the disciplinary action.

e) This Section 8 shall specifically preempt TLGC 143.052(h) and shall preempt the timeframe between 180 days and 365 days in TLGC 143.056(h).

Section 9. Appeal Rights

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

Section 10. Hearing Examiner Provisions

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

Section 11. Procedures for Hearings before Police Civil Service Commission and Independent Hearing Examiners

It is expressly agreed that Police Civil Service Commission hearings and hearings before Hearing Examiners under 143.057 are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically, it is understood that neither the Texas Rules of Evidence (TRE) nor the Texas Rules of Court (TRC) apply to such hearings. If the Department calls a witness to testify during a hearing and that witness has given a statement to Internal Affairs regarding the pending case, then the Department will provide a copy of that statement to the Officer's counsel at the time the witness is called to testify.

Section 12. Procedures before Hearing Examiners

In any proceeding before a Hearing Examiner, the following procedures shall be followed:

- a) The Department shall furnish the charge letter to the Hearing Examiner by delivering a copy to the AAA far enough in advance, so that the Hearing Examiner receives the copy at least five (5) calendar days before the start of the hearing.
- b) The Officer may furnish a position statement to the Hearing Examiner by delivering copies to the AAA and to the Department far enough in advance, so that the Hearing Examiner and the Department receives the copies at least five (5) calendar days before the start of the hearing.
- c) At the close of the presentation of evidence, the Hearing Examiner shall conduct a post-hearing conference with counsel for the Department and the Officer and advise counsel what issue(s) the hearing officer wants covered in post-hearing briefs. This does not preclude either party from briefing anything not requested by the Hearing Examiner.
- d) Failure of the AAA to meet its obligations as set out in this Subsection does not jeopardize the hearing rights of either the CITY or the Officer.

Section 13. Submission of Briefs in Lieu of a Hearing

a) If the Officer and the CITY agree, the appeal may be decided through the submission of written briefs to the Civil Service Commission or a Hearing Examiner, without holding a public hearing. The Agreement shall be reduced to writing and signed by the Officer and the Police Chief, or their respective representatives.

1. The parties shall endeavor to agree to the parameters of the briefs, including the submission of exhibits, affidavits and issues to be decided.
2. Written briefs shall be submitted within thirty (30) calendar days of the date the written agreement is signed.
3. Reply briefs shall be submitted within fifteen (15) calendar days of the date the initial brief is submitted.
4. No additional briefs shall be allowed except upon permission of the Hearing Examiner / Civil Service Commission Chairperson.
5. The parties may mutually agree to extend the time periods; however, if no agreement is reached additional time shall be granted to the parties only under extraordinary circumstances as determined by the Hearing Examiner / Civil Service Commission Chairperson.
6. The Hearing Examiner/ Civil Service Commission Chairperson may hold a telephone conference call(s) with the parties to address the contents of the briefs or any other relevant issues.

b) If the parties do not agree to decide the appeal through the submission of briefs, the appeal shall proceed to a public hearing as provided for in Chapter 143.

c) The Hearing Examiner / Civil Service Commission shall endeavor to issue a ruling within thirty (30) calendar days after the receipt of the final briefs. This provision specifically supersedes the statutory requirement in Chapter 143 that the Commission must issue its decision on the same day a case is heard.

d) Failure of the Hearing Examiner / Civil Service Commission to meet their obligations as set out in this Subsection does not jeopardize the rights of either the CITY or the Officer.

Section 14. Special Appeal Process for Demotions

a) This Section applies only to involuntary demotions based on misconduct or performance issues. It does not apply the following:

- (1) Demotions related to the return from military service of another Officer;
- (2) Demotions caused by a reduction in force;
- (3) Demotions related to the reinstatement of another Officer after recovery from a disability;
- (4) Demotions from the rank of Assistant Chief of Police;

- (5) Demotions related to the reinstatement of another Officer after indefinite suspension;
- (6) Demotions due to return to work of an ASSOCIATION representative on ABL; or
- (7) Demotions related to probationary status pursuant to the promotions processed outlined in Article 13.

b) If the Chief chooses to demote an Officer, the Chief shall file with the Civil Service Commission a written statement giving the reasons for the demotion. A copy of the written statement shall be furnished immediately to the affected Officer.

c) The Officer may appeal the demotion by filing a written appeal notice with the Director of Civil Service within ten (10) calendar days after the date of the demotion. The Officer may elect to appeal to an independent Third-Party Hearing Examiner selected in accordance with the provisions of Section 143.057 of the Local Government Code, as amended by this AGREEMENT. The Officer's election to appeal to a Hearing Examiner must be contained in the Officer's initial notice of appeal.

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

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

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

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

h) In addition to the provisions listed in Section 18, below, this Section shall be entitled to preemption including but not limited to Sections 143.010, 143.015, 143.054, 143.57 and all provisions of Subchapter B of the Texas Local Government Code Chapter 143.

Section 15. Substitution of Demotion for Indefinite Suspension

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

Section 16. Mediation

The CITY shall implement a voluntary mediation process concerning both citizen and internal complaints. The ASSOCIATION may appoint two persons to work with the CITY in developing the specific operating procedure. The process shall include and be based upon the following concepts:

- a) Mediation shall be an option offered to the complainant at any time during the investigatory process in which the Chief deems appropriate. Mediation shall only be offered in cases in which allegations are for minor policy violations, such as rudeness. The Chief or their designee shall have final authority as to whether mediation is an appropriate avenue for remedy.
- b) For a complaint to proceed to mediation, both the Officer and the complainant 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 17. Effect of Contract Expiration

- a) The provisions of this Article shall remain in full force and effect after expiration of this AGREEMENT as to:
 1. Any investigation assigned a Control Number by the Internal Affairs Division prior to the expiration of this AGREEMENT;
 2. Any disciplinary decision by the Chief prior to the expiration of this AGREEMENT;
 3. Any appeals of such disciplinary action.
- b) All other provisions of this Article shall remain in full force and effect after the expiration of this AGREEMENT for a period of twenty-four (24) months ending September 30, 2031.

Section 18. Authority of the Civil Service Commission/Hearing Examiner

If an Officer is indefinitely or temporarily suspended, the Officer shall have the right to appeal the suspension to the Civil Service Commission or to an Independent Third-Party Hearing Examiner pursuant to the provisions of this AGREEMENT and Chapter 143 of the Texas Local Government Code. The Commission or the Hearing Examiner shall decide whether the specific charge related to this Section is true. If the charge is found to be true, the Commission or Hearing Examiner may affirm or reduce the suspension imposed by the Chief of Police to a temporary suspension not to exceed 180 calendar days.

Section 19. Access to IAD File Authority of the Civil Service Commission/Hearing Examiner

If an Officer appeals discipline, and provides a written request, the CITY will provide to the Officer and their representative a copy of the un-redacted IAD file within 5 business days of receiving the request. Additionally, all individuals who have access by virtue of this Section to IAD files or investigative information shall be bound to the same extent as the Austin Police Department and the CITY to comply with the confidentiality provisions of this AGREEMENT, Chapter 143 of the Texas Local Government Code, and the Texas Public Information Act. All such individuals shall further be bound to the same extent as the Austin Police Department and the CITY to respect the rights of individual police officers under the Texas Constitution and the Fourth, Fifth, and Fourteenth Amendments to the U.S. Constitution, including not revealing information contained in a compelled statement protected by the doctrine set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), and *Spevack v. Klein*, 385 U.S. 511 (1967). The Officer and their representative shall not be provided information contained within an IAD file that is made confidential by a law other than Chapter 143 of the Texas Local Government Code, such as records concerning juveniles, sexual assault victims, and individuals who have tested positive for HIV.

Tentative Agreement

ARTICLE 18 ASSIGNMENT CHANGES

Section 1. Advance Notice of Assignment Changes

a) 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 is not required 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.

b) Hardship Transfers

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.

Section 2. Requested Job Assignment Transfers

a) A list of all currently vacant positions throughout the Department will be maintained on the APD Sworn Application portal or its successor in function and available for review by Officers. Absent exigent circumstances, a vacancy notice will be posted for a minimum of ten (10) calendar and a maximum of twenty (20) calendar days in the APD Sworn Application portal.

b) In order to achieve the Department's objective of increased and impartial transfer opportunities, all vacancies shall be filled in accordance with the Department's transfer policy in effect upon execution of this Agreement. Should the Chief seek to change the transfer policy, a committee consisting of sworn and civilian staff will be formed to provide policy revision recommendations to the Chief. The ASSOCIATION shall be afforded the opportunity to be part of this committee.

c) The posting process shall not apply to vacancies that the Department fills by promotion, vacancies filled during Department-wide leveling, involuntary transfers, or mutually agreed swaps.

d) All Officers are eligible to seek transfer to any vacancies within the Department for which they are qualified. Oral or written reprimands shall not affect an Officer's ability to apply for a transfer to a sought-after position, but may be considered along with all other factors in making a selection among applicants.

e) Applying for a posted position shall neither jeopardize nor insure an Officer's current assignment. The Chief shall establish a committee with representatives appointed by the

ASSOCIATION to recommend changes or improvements in the process of posting notice of job assignment opportunities or openings.

Section 3. Proposed Adjustments to Work Schedules

a) It is recognized that Command Staff, through the authority of the Chief of Police, retains the right to adjust work schedules, days off, and other similar conditions of employment within the Department.

b) In the event of a proposed adjustment to work schedules that would have a significant impact upon working conditions of affected Officers, the Commander or Assistant Chief contemplating that adjustment shall notify the President of the ASSOCIATION in writing of the proposed work schedule adjustment at least thirty (30) calendar days prior to its implementation. Advanced notice shall not be required in emergency situations. The ASSOCIATION, after receiving such notification may request in writing a meeting with the involved Commander/Assistant Chief to discuss the merits/necessity of the work schedule change, and to suggest an implementation plan that accomplishes the goals of the Department and has least possible impact upon the affected Officers. The involved Commander/Assistant Chief shall be required to meet with the President of the ASSOCIATION within five (5) business days of this written request. If the ASSOCIATION and the Commander/Assistant Chief do not resolve the ASSOCIATION's concerns, the President of the ASSOCIATION may schedule a meeting with the Chief of Police and involved Commander/Assistant Chief to further consult on the matter. The final decision to implement the proposed work schedule adjustment shall be retained by the Chief of Police.

c) For purposes of this Article, significant impact upon working conditions caused by an adjustment to work schedules refers to a change to an organizational component's hours or days off.

d) This Section shall not apply to any work hour adjustments made as a result of an emergency or unforeseen event or emergency crime threats to the community, and nothing in this Article is intended to diminish the capability of the Chief of Police to move personnel in response to unforeseen events and emergencies.

e) This Article shall not apply to reasonable work hour adjustments within units that by their very nature must remain flexible in scheduling capability in response to crime trends, ongoing investigations, and community outreach requirements.

f) The failure to notify and meet with the President of the ASSOCIATION as provided in this Article is subject to the AGREEMENT grievance procedure set forth in Article 19 Agreement Grievance Procedure of this AGREEMENT, and any remedy shall be limited to requiring notice and review of the decision in accordance with this Article.

Section 4. Proposed Adjustments to Policies and Procedures

a) It is recognized that Command Staff, through the authority of the Chief of Police, retains the right to set policy and procedures for employees, which may vary from one operational unit or division to another. On the other hand, the ASSOCIATION has a legitimate interest in providing input on behalf of its members as to the choices to implement variations in policy that have an impact on members.

b) In the event of a proposed adjustment to policies which differ or vary between units or divisions, the Commander or Assistant Chief contemplating that adjustment shall notify the President of the ASSOCIATION in writing of the proposed change at least thirty (30) calendar days prior to its implementation. Advanced notice shall not be required in emergency situations. The ASSOCIATION, after receiving such notification may request in writing a meeting with the involved Commander/Assistant Chief for the purpose of discussing the merits/necessity of the change, and to suggest an implementation plan that accomplishes the goals of the Department and has least possible impact upon the affected Officers. The involved Commander/Assistant Chief shall be required to meet with the President of the ASSOCIATION within five (5) business days of this written request. If the ASSOCIATION and the Commander/Assistant Chief do not resolve the ASSOCIATION's concerns, the President of the ASSOCIATION may schedule a meeting with the Chief of Police and involved Commander/Assistant Chief to further consult on the matter. The final decision to implement the proposed policy or procedure change shall be retained by the Chief of Police.

c) This section shall not apply to any policy and procedure changes made as a result of an emergency or unforeseen event or emergency crime threats to the community, and nothing in this Article is intended to diminish the capability of the Chief of Police to make changes in policy and procedure in response to unforeseen events and emergencies.

d) The failure to notify and meet with the President of the ASSOCIATION as provided in this Article is subject to the AGREEMENT grievance procedure set forth in Article 19 of this AGREEMENT, and any remedy shall be limited to requiring notice, review and consultation under section b) above of the decision in accordance with this Article, and not any change in policy or procedure.

Section 5. Special Event Assignments

a) Definitions

In this Section:

- (1) "Special Event(s)" shall mean a pre-planned event which, by its nature, is likely to result in a larger than normal number of attendees and/or spectators that requires officers to staff areas and/or conduct road closures in an effort to maintain the safety of the public and attendees, as determined at the discretion of the Chief. The following non-exclusive list of events are considered "Special Events:"

- Mardi Gras
- South by Southwest
- Texas Relays
- Halloween
- F-1 Race
- New Year's Eve
- Austin City Limits Festival

(2) “Significant schedule change” or “schedule change” means a change to an Officer’s regularly assigned duty-hours or days off initiated or approved by the Chief of Police or Assistant Chief of Police.

(3) “Department Overtime” or “Elective Department Overtime” means voluntary participation in job or duty related assignments originating from within the Department, which are outside an employee's regularly scheduled 40 hours of work per week, and for which the employee normally, but not necessarily, receives overtime compensation from the City of Austin. Compensation either can be at the expense of the Department or reimbursed through outside funding, and will be included in the Officer’s regular City payroll. This does not include Court Overtime, late calls, overtime related to workload or emergency holdovers.

(4) “Outside Law Enforcement Agency” means a municipal, county, or state police agency that serves a minimum population base of 50,000.

b) Special Event Staffing

The Chief of Police shall have the responsibility of staffing Special Events. The number of Officers needed at any such Event shall be within the exclusive prerogative of the Chief.

c) Special Event Pay for Lieutenants and Commanders

At the sole discretion of the Chief, employees at the rank of Lieutenant and Commander working reimbursed special events, shall receive time and a half for the hours actually worked at the reimbursed special event. The determination of whether or not a special event is reimbursed shall be determined by the Chief.

This subsection shall be in effect from the full third pay period after the effective date of the Agreement through September 30, 2026 and at such time shall be reviewed by the Chief who, at their sole discretion, may extend this section through the life of this Agreement.

d) Department Overtime Policies

Department policies regarding Department Overtime, Elective and Secondary Employment, and Attendance and Leave shall apply to Special Event assignments.

e) South by Southwest

(1) This Subsection shall only apply to South by Southwest staffing assignments. This Subsection is established in order to lessen the need for reassigning Officers from their normal duty assignments while still adequately staffing the Event to protect our citizens and visitors. Subject to the provisions set out below, nothing in this Subsection shall be construed as limiting the Police Chief's authority and discretion to determine personnel assignments.

(2) The Department shall establish a South by Southwest volunteer sign-up roster (hereinafter referred to as the "South by Southwest Volunteer Roster") for non-exempt Officers who wish to work South by Southwest as an Elective Department Overtime assignment. Sergeants on the South by Southwest Volunteer Roster may be assigned to work in a non-supervisory assignment after eligible Police Officers and Corporal / Detectives have been assigned.

(3) The Department shall first be required to call or otherwise make available the opportunity for eligible Officers on the South by Southwest Volunteer Roster to work South by Southwest as an Elective Department Overtime assignment. The South by Southwest Volunteer Roster shall be open for at least twenty-one (21) calendar days, after which the Department may fill any remaining need for certified personnel with (1) paid or volunteer peace officers employed by Outside Law Enforcement Agencies, (2) paid Reserve Officers, (3) by a schedule change for Officers not on the South by Southwest Volunteer Roster, or (4) by any combination thereof. Officers not on the South by Southwest Volunteer Roster whose schedules are changed to work South by Southwest may use vacation leave or may modify their regular schedules, with supervisory approval, so that the South by Southwest shift(s) qualify for overtime.

(4) Officers on the South by Southwest Volunteer Roster may be denied the ability to work South by Southwest:

(i) In accordance with Department overtime, elective and secondary employment, and attendance policies; or

(ii) If assigning an Officer from the South by Southwest Volunteer Roster creates a need for backfill.

(5) The parties agree that denial of an Officer's ability to work South by Southwest, the failure for any reason to select or use an Officer on the South by Southwest Volunteer Roster, or the reassignment of an Officer from their normal duty assignment shall not provide the basis for a dispute, claim, or complaint under Article 19 Agreement Grievance Procedure of this AGREEMENT. This provision does not prohibit a dispute, claim, or complaint under Article 19 Agreement Grievance Procedure of this AGREEMENT for the failure to comply with the process set forth herein.

(6) Non-exempt Officers selected from the South by Southwest Volunteer Roster shall receive overtime pay, at the rate of 1.5 times the Officer's base salary, or any premium rate authorized to incentivize voluntary sign-up for hours worked in excess of 40 in a work week.

f) Notice of Significant Schedule Change for Special Events

(1) Subject to Section 5(e)(2) below, an Officer subjected to a significant schedule change to perform duties at a Special Event will be provided a twenty-eight (28) calendar-day notice of the schedule change. If such notice is not provided, the Officer will be granted 20 hours of Administrative Leave.

(2) An Officer subjected to a significant schedule change to perform duties at the South by Southwest Event will be provided a twenty-one (21) calendar-day notice of the schedule change. If such notice is not provided, the Officer will be granted 20 hours of Administrative Leave. Failure to utilize any part of these hours within 12 months of accrual shall result in forfeiture of the accrued Administrative Leave hours. An Officer subjected to a significant schedule change to perform duties at the South by Southwest Event will be provided notice of the schedule change pursuant to subsection (e) (1) above.

(3) When the ASSOCIATION President knows or should know of the Department's failure to provide advance notice as required by this Section, the ASSOCIATION President shall promptly notify the Chief or designee and the Labor Relations Office.

(4) This Subsection shall not apply to:

(a) A significant schedule change caused, less than twenty-eight (28) calendar days prior to the Special Event (twenty-one (21) calendar days prior to the South by Southwest Event), by the need to back-fill for any law enforcement personnel assigned to work the Special Event pursuant to this Section but who is not available for the assignment.

(b) A significant schedule change caused, less than twenty-eight (28) calendar days prior to the Special Event (twenty-one (21) calendar days prior to the South by Southwest Event), by an unforeseen change in the schedule or scope of the Special Event.

g) Reserve Police Officers

To enhance the Department's ability to staff Special Events and to lessen workforce disruption caused by short-term significant schedule changes, the CITY and the ASSOCIATION agree that the Department may employ Reserve Officers, as defined in this AGREEMENT, under the following circumstances:

(1) Reserve Officers shall be temporary employees.

(2) Employment and assignment of Reserve Officers shall be limited to performing duties at Special Events. Subject to the discretion of the Chief, Reserve Officers may

perform any and all duties of a commissioned peace officer while working such assignments only.

(3) Reserve Officers may be required to attend and complete training as determined by the Chief.

(4) Reserve Officers shall not be approved by the Department for any secondary employment that is conditioned on the actual or potential use of law enforcement powers by the Reserve Officer, or for elective Department overtime.

(5) In the event a premium rate will be paid, but was not initially advertised, the Department shall notify eligible personnel of the increase in rate and provide a reasonable opportunity for full time personnel to volunteer for any remaining opportunities prior to any further reserve officers being hired.

h) Conflict Preemption

To the extent of any conflict between this Section and portions of any state statute, local ordinance, City or Department policy, the provisions of this Section shall preempt such statute, local ordinance, City or Department policy only to the extent of such conflict.

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ARTICLE 19
AGREEMENT GRIEVANCE PROCEDURE

Section 1. Goals and Objectives

The parties agree that they share the interest of resolving disputes with minimum confrontation. To this end, the parties will attempt to ensure that disputes are identified and resolved through a process committed to mutual respect, open communication, and joint problem solving.

Section 2. Nature of Grievances

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

b. Grievances under this Agreement may be asserted only as to specific provisions in this Agreement. A grievance may not be filed if based on the actions of the City that are within the scope of City Code Chapter 2-15, as in effect upon execution of this Agreement, and consistent with this Agreement.

Section 3. Timelines

Any timeline or deadline provided in this Article may be extended by mutual written agreement of the parties involved at the particular step of the process where the timeline applies. If any timeline or deadline for a decision is missed by the CITY, the grievance will be considered denied at that step in the process and the ASSOCIATION may proceed to the next step of the grievance. If any timeline or deadline for a decision is missed by the ASSOCIATION, the grievance is considered to be resolved and dismissed.

Section 4. Steps of Grievance Procedure

The steps of this grievance procedure are as follows:

Step 1

a) Filing of Grievance

The ASSOCIATION President or an aggrieved Officer who desires to file a grievance under this procedure must file their grievance with the Association Grievance Committee within thirty (30) business days after the ASSOCIATION President or the Officer knew of or should have

known of the facts or event(s) giving rise to the grievance. A copy of the grievance shall be forwarded to the Chief of Police, or designee, by the Association Grievance Committee within three (3) business days after receipt of the grievance.

b) Response by Association Grievance Committee

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

Step 2

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

- (1) A brief statement of the grievance and the facts or events upon which it is based;
- (2) The Section(s) of the AGREEMENT alleged to have been violated;
- (3) The steps taken, if any, by the grievant to resolve the issue; and
- (4) A proposed resolution of the grievance.

A grievance submitted in substantial compliance with this Section shall not be denied on the basis of form. Within fifteen (15) business days after receipt of the Step 2 grievance, the Chief of Police shall submit a written response to the Association Grievance Committee.

Step 3

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

Step 4

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

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

The parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this AGREEMENT. The arbitrator shall not have authority to modify, the AGREEMENT, or create additional provisions not included in the AGREEMENT. The parties agree that neither the CITY nor the ASSOCIATION shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

Each party shall be responsible for its own expenses in preparing for and representing itself at arbitration. The fees of the arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party.

The written decision of the arbitrator may be appealed only on the grounds that the arbitrator was without jurisdiction or exceeded his jurisdiction; that the decision was procured by fraud, collusion, or other unlawful means; or that the arbitrator's decision is based upon a clear and manifest error of law.

Section 5. Election of Remedies

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

Section 6. Statutory Appeals and Hearings

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

ARTICLE 20 TERM OF AGREEMENT

Section 1. Term of Agreement

a) This AGREEMENT shall be effective as of the date it is executed by the parties, except as to any provisions herein specifically made effective on any other date. It shall remain in full force and effect, subject to the provisions of this Article, until September 30, 2029, and thereafter until superseded by a new agreement, whichever occurs later provided however, that in no event shall this Agreement continue in effect after September 30, 2030.

b) Any Amendment to this AGREEMENT shall be effective as of the date it is ratified by the City Council and ASSOCIATION, except as to any provisions in the Amendment specifically made effective on any other date. Any Amendment to this AGREEMENT shall remain in full force and effect, subject to the provisions of this Article, until September 30, 2029, and thereafter until superseded by a new agreement, whichever occurs later provided however, that in no event shall this Agreement continue in effect after September 30, 2030.

c) The provisions of this AGREEMENT, do not apply to any Officer who separates from CITY employment before the effective date of this AGREEMENT or before the effective date of any specific provisions hereof.

d) The Parties will make all reasonable efforts to begin meet and confer negotiations for a successor agreement by October 2028.

Section 2. Notice and Renegotiation

If either the CITY or the ASSOCIATION desires to engage in negotiation for a successor Agreement, then either or both shall give the other party written notice of its desire to negotiate for a new Agreement no less than one hundred and twenty (120) calendar days before the expiration of the present AGREEMENT. In the event that notice of intent to renegotiate is given by either party, and the parties agree, the parties will begin negotiations for a new Agreement not later than sixty (60) calendar days after notice is given, unless the parties agree otherwise.

Section 3. Effect of Termination

a) In the event that a successor Agreement has not been ratified before September 30, 2030, all provisions of this AGREEMENT, both economic and non-economic, shall expire and no longer be in full force and effect, except as to specific Articles or Sections hereof which provide that some or all of their terms will continue beyond expiration of this AGREEMENT.

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

Section 4. Funding Obligations

a) The CITY presently intends to continue this AGREEMENT each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the CITY under this AGREEMENT through its general fund, not including its General Fund reserves or fund balances. All obligations of the CITY shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

b) In the event of any change in state law that modifies the City's budgetary and/or revenue authority, or if the City Council adopts a budget requiring a voter-approval tax rate election (previously called rollback) and the voters do not approve the proposed tax rate, the Chief Financial Officer for the City shall determine any proportionate reduction necessary to meet the funding obligations set forth in this AGREEMENT under the actual implemented budget for that fiscal year. That certification shall be provided to the City Council. The City Council shall then have the authority to make proportionate adjustments to the funding obligations set forth in this AGREEMENT for the relevant fiscal year, after the City meets and confers in good faith with the Association for a period of at least thirty (30) calendar days concerning the manner in which such proportionate adjustments are to be effected.

c) In the event that the City of Austin cannot meet its funding obligations, as provided in the State Constitution, this entire AGREEMENT becomes null and void.

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ARTICLE 21 NOTICES

Section 1. Association Notices

Notices the ASSOCIATION is required to provide to the CITY under this AGREEMENT or Chapter 143, unless specifically noted otherwise, will be provided in writing to the office of the Chief of Police, the Labor Relations Office and the designated lawyer in the City Attorney's Office.

Section 2. City Notices

Notices the CITY is required to provide to the ASSOCIATION under this AGREEMENT or Chapter 143, unless specifically noted otherwise, will be provided in writing to the ASSOCIATION President's office and the ASSOCIATION's designated attorney.

Section 3. Designation of Notice Recipients

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

Section 4. Timeliness of Mail Notice

A notice provided by mail will be deemed timely if addressed to the two correct mailing addresses for the CITY or the ASSOCIATION and postmarked no later than the date such notice is due.

Section 5. Adequacy of Email Notice

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

Section 6. Notice of Address Changes

The parties agree to provide written notice of any changes of physical address or e-mail address to the other party within 7 calendar days of the change.

ARTICLE 22 ENTIRE AGREEMENT

Section 1. Subjects and Issues

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

Section 2. Amendment of the Agreement

a) Except as explicitly provided for in this AGREEMENT, this AGREEMENT may be amended during its term by the parties only by written mutual agreement ratified in accordance with the provisions of Chapter 143.

b) The parties may mutually agree to corrections or clarifications by Memorandum of Agreement with the authority of the Board of Directors of the ASSOCIATION and the City Manager for the CITY.

Section 3. Benefit of the Bargain

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

b) During the negotiation of this AGREEMENT, the CITY and the ASSOCIATION have agreed on the stated enhancements to employee compensation and benefits, in reliance on the cost of those enhancements. Both parties acknowledge that this AGREEMENT would not have been reached, as reflected in this document, if the cost to the CITY had been higher. In the event of any proceeding in which the ASSOCIATION asserts the right to additional compensation or pay enhancements based on the provisions of this AGREEMENT, the decision-maker shall consider the cost of the contractual pay and benefits enhancements as part of the mutual agreement and meeting of the minds that resulted in approval of this AGREEMENT by both parties.

ARTICLE 23
SAVINGS CLAUSE/PREEMPTION

Section 1. Effect of Illegal Provision

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

Section 2. Preemption of Local Government Code & Other Provisions

a) “Conflict preemption” intended unless otherwise specified. Texas Local Gov’t Code §143.307 authorizes the parties to preempt “any contrary statute, executive order, local ordinance, or rule adopted by the state or a political subdivision or agent of the state, including a personnel board, a civil service commission, or a home-rule municipality” through a labor agreement. To the full extent authorized by §143.307, the parties agree that the provisions of this AGREEMENT shall preempt those portions of any state statute, executive order, local ordinance, or rule with which they specifically conflict only to the extent of such conflict; remaining portions of such provisions will continue to govern the parties’ actions.

b) “Total preemption” only where specified. However, to the extent allowed by §143.307, the parties may totally preempt a state statute, executive order, local ordinance, or rule, by placing a provision in this AGREEMENT that: (1) specifically states it is intended to “totally preempt” the law in question, and (2) specifically identifies the law(s) being totally preempted.

Section 3. Change in Authorized Representative

During the term of this AGREEMENT, if there is a lawful withdrawal of recognition of the Austin Police Association pursuant to Section 143.304 of the Texas Local Government Code, then it will be the CITY’s option to continue the terms of this AGREEMENT or to cancel the contract and engage in negotiations with the successor organization, if any.

**ARTICLE 24
MISCELLANEOUS**

A. CONSOLIDATION OF PUBLIC SAFETY OFFICERS INTO APD

Section 1. Definitions

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

a) “PSEM” refers to the City of Austin Public Safety and Emergency Management Department, which was dissolved as a result of the consolidation of certain PSEM law enforcement officers into the Austin Police Department.

b) “PSEM law enforcement officer(s)” refers to individuals who, on September 30, 2008 were:

(1) PSEM employees and

(2) Were commissioned by TCOLE as peace officers.

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

Section 2. Completion of Transition and Civil Service Status

a) The parties acknowledge that the consolidation of former PSEM law enforcement officers into APD has been fully accomplished. All former PSEM law enforcement officers who successfully completed the modified cadet training program, as determined by the Chief, are Civil Service employees, subject to the provisions of this AGREEMENT.

b) The parties hereby ratify the initial placement of PSEM law enforcement officers into the APD Civil Service Rank of Police Officer, regardless of their previous positions or rank in PSEM. Any change in rank resulting from the consolidation transition shall not be construed as a demotion under either Civil Service law or the City’s Personnel Policies. A former PSEM law enforcement officer whose rank changed as a result of the consolidation transition may not file a grievance regarding that change in rank under the grievance process set out in this AGREEMENT or under the CITY’s Personnel Policies.

Section 3. Wages and Benefits

a) The parties hereby ratify the initial placement of PSEM law enforcement officers into the APD Base Salary Schedule. The parties agree that after initial placement, former PSEM officers will advance through the step pay program in sequence based on the PSEM officer’s initial

placement without regard to the PSEM officer's years of service with APD or PSEM prior to October 1, 2008.

b) Each former PSEM law enforcement officer will receive longevity pay as provided in Article 7 of this AGREEMENT based on the PSEM officer's cumulative years of service with both PSEM and APD.

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

Section 4. Transfer of Special Vacation Balances

Special vacation balances of former PSEM law enforcement officers due to settlement of claims regarding vacation accrual rates have been transferred to APD and shall remain subject to the terms of the applicable settlement agreement.

Section 5. Payment of Accrued Sick Leave

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

An Officer who retires under both the City of Austin Employees Retirement System and the Austin Police Retirement System, will be paid for all accrued sick leave in accordance with the provisions of Article 9 of this AGREEMENT

Section 6. Promotional Eligibility

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

Section 7. Conditions Precedent

Approximately six (6) years after the System began participating in the Proportionate Retirement Program, the System's actuary must conduct a five-year experience study to determine whether the CITY's contribution rate should be increased or decreased based on utilization of the Proportionate Retirement Program during that period.

B. One-Time Lump Sum Payment

A one-time lump sum amount of two thousand dollars (\$2,000.00) shall be paid to all Officers as defined by this Agreement on the first full pay period after October 1, 2024.

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[INSERT APPENDIX WAGE TABLES]

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40-Hour Week																	
Rank	PCLS	SG	Step	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	17050	P02	Hourly	33.963	38.114	42.066	42.066	42.066	42.066	45.011	45.011	45.011	45.011	48.162	48.162	48.162	
			Monthly	5,887	6,606	7,291	7,291	7,291	7,291	7,802	7,802	7,802	7,802	8,348	8,348	8,348	
			Annual	70,644	79,277	87,498	87,498	87,498	87,498	93,623	93,623	93,623	93,623	100,176	100,176	100,176	
Corporal/Detective	17025	P07	Hourly					45.852	45.852	49.062	49.062	49.062	49.062	52.496	52.496	52.496	
			Monthly					7,948	7,948	8,504	8,504	8,504	8,504	9,099	9,099	9,099	
			Annual					95,372	95,372	102,049	102,049	102,049	102,049	109,192	109,192	109,192	
Sergeant	17070	P08	Hourly								53.477	53.477	53.477	57.221	57.221	57.221	
			Monthly								9,269	9,269	9,269	9,918	9,918	9,918	
			Annual								111,233	111,233	111,233	119,019	119,019	119,019	
Lieutenant	17045	P09	Hourly										61.499	65.804	65.804	65.804	
			Monthly											10,660	11,406	11,406	11,406
			Annual											127,918	136,872	136,872	136,872
Commander	17018	P10	Hourly												76.089	76.089	
			Monthly												13,189	13,189	
			Annual												158,265	158,265	

Rank	PCLS	SG	Step	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	17050	P02	Hourly	48.162	51.533	51.533	55.140	55.140	55.140	55.140	55.140	55.140	55.140	56.794	56.794	56.794	
			Monthly	8,348	8,932	8,932	9,558	9,558	9,558	9,558	9,558	9,558	9,558	9,558	9,844	9,844	9,844
			Annual	100,176	107,188	107,188	114,692	114,692	114,692	114,692	114,692	114,692	114,692	114,692	118,132	118,132	118,132
Corporal/Detective	17025	P07	Hourly	52.496	56.171	56.171	60.103	60.103	60.103	60.103	60.103	60.103	60.103	60.103	61.906	61.906	61.906
			Monthly	9,099	9,736	9,736	10,418	10,418	10,418	10,418	10,418	10,418	10,418	10,418	10,730	10,730	10,730
			Annual	109,192	116,835	116,835	125,014	125,014	125,014	125,014	125,014	125,014	125,014	125,014	128,764	128,764	128,764
Sergeant	17070	P08	Hourly	57.221	61.226	61.226	65.512	65.512	65.512	65.512	65.512	65.512	65.512	65.512	67.477	67.477	67.477
			Monthly	9,918	10,613	10,613	11,355	11,355	11,355	11,355	11,355	11,355	11,355	11,355	11,696	11,696	11,696
			Annual	119,019	127,351	127,351	136,265	136,265	136,265	136,265	136,265	136,265	136,265	136,265	140,353	140,353	140,353
Lieutenant	17045	P09	Hourly	65.804	70.410	70.410	75.339	75.339	75.339	75.339	75.339	75.339	75.339	75.339	77.599	77.599	77.599
			Monthly	11,406	12,204	12,204	13,059	13,059	13,059	13,059	13,059	13,059	13,059	13,059	13,451	13,451	13,451
			Annual	136,872	146,453	146,453	156,705	156,705	156,705	156,705	156,705	156,705	156,705	156,705	161,406	161,406	161,406
Commander	17018	P10	Hourly	76.089	81.415	81.415	87.114	87.114	87.114	87.114	87.114	87.114	87.114	87.114	89.728	89.728	89.728
			Monthly	13,189	14,112	14,112	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,553	15,553	15,553
			Annual	158,265	169,344	169,344	181,198	181,198	181,198	181,198	181,198	181,198	181,198	181,198	186,634	186,634	186,634

Hourly rates are shown rounded to three digits, and are based on annualized figures.

40-Hour Week																	
Rank	PCLS	SG	Step	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	17050	P02	Hourly	36.001	40.401	44.590	44.590	44.590	44.590	47.711	47.711	47.711	47.711	51.051	51.051	51.051	
			Monthly	6,240	7,003	7,729	7,729	7,729	7,729	8,270	8,270	8,270	8,270	8,849	8,849	8,849	
			Annual	74,883	84,033	92,748	92,748	92,748	92,748	99,240	99,240	99,240	99,240	106,187	106,187	106,187	
Corporal/Detective	17025	P07	Hourly					48.603	48.603	52.006	52.006	52.006	52.006	55.646	55.646	55.646	
			Monthly					8,425	8,425	9,014	9,014	9,014	9,014	9,645	9,645	9,645	
			Annual					101,095	101,095	108,171	108,171	108,171	108,171	115,743	115,743	115,743	
Sergeant	17070	P08	Hourly								56.686	56.686	56.686	60.654	60.654	60.654	
			Monthly									9,826	9,826	9,826	10,513	10,513	10,513
			Annual									117,907	117,907	117,907	126,160	126,160	126,160
Lieutenant	17045	P09	Hourly										65.189	69.752	69.752	69.752	
			Monthly											11,299	12,090	12,090	12,090
			Annual											135,593	145,084	145,084	145,084
Commander	17018	P10	Hourly												80.654	80.654	
			Monthly													13,980	13,980
			Annual													167,761	167,761

Rank	PCLS	SG	Step	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	17050	P02	Hourly	51.051	54.625	54.625	58.449	58.449	58.449	58.449	58.449	58.449	58.449	60.202	60.202	60.202		
			Monthly	8,849	9,468	9,468	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,131	10,435	10,435	10,435	
			Annual	106,187	113,620	113,620	121,573	121,573	121,573	121,573	121,573	121,573	121,573	121,573	125,220	125,220	125,220	
Corporal/Detective	17025	P07	Hourly	55.646	59.541	59.541	63.709	63.709	63.709	63.709	63.709	63.709	63.709	63.709	65.620	65.620	65.620	
			Monthly	9,645	10,320	10,320	11,043	11,043	11,043	11,043	11,043	11,043	11,043	11,043	11,374	11,374	11,374	
			Annual	115,743	123,845	123,845	132,515	132,515	132,515	132,515	132,515	132,515	132,515	132,515	136,490	136,490	136,490	
Sergeant	17070	P08	Hourly	60.654	64.900	64.900	69.443	69.443	69.443	69.443	69.443	69.443	69.443	69.443	71.526	71.526	71.526	
			Monthly	10,513	11,249	11,249	12,037	12,037	12,037	12,037	12,037	12,037	12,037	12,037	12,398	12,398	12,398	
			Annual	126,160	134,992	134,992	144,441	144,441	144,441	144,441	144,441	144,441	144,441	144,441	148,774	148,774	148,774	
Lieutenant	17045	P09	Hourly	69.752	74.635	74.635	79.859	79.859	79.859	79.859	79.859	79.859	79.859	79.859	82.255	82.255	82.255	
			Monthly	12,090	12,937	12,937	13,842	13,842	13,842	13,842	13,842	13,842	13,842	13,842	14,258	14,258	14,258	
			Annual	145,084	155,240	155,240	166,107	166,107	166,107	166,107	166,107	166,107	166,107	166,107	171,090	171,090	171,090	
Commander	17018	P10	Hourly	80.654	86.300	86.300	92.341	92.341	92.341	92.341	92.341	92.341	92.341	92.341	95.111	95.111	95.111	
			Monthly	13,980	14,959	14,959	16,006	16,006	16,006	16,006	16,006	16,006	16,006	16,006	16,006	16,486	16,486	16,486
			Annual	167,761	179,504	179,504	192,070	192,070	192,070	192,070	192,070	192,070	192,070	192,070	192,070	197,832	197,832	197,832

Hourly rates are shown rounded to three digits, and are based on annualized figures.

40-Hour Week																	
Rank	PCLS	SG	Step	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	17050	P02	Hourly	37.801	42.421	46.820	46.820	46.820	46.820	50.097	50.097	50.097	50.097	53.604	53.604	53.604	
			Monthly	6,552	7,353	8,115	8,115	8,115	8,115	8,683	8,683	8,683	8,683	9,291	9,291	9,291	
			Annual	78,627	88,235	97,385	97,385	97,385	97,385	104,202	104,202	104,202	104,202	111,496	111,496	111,496	
Corporal/Detective	17025	P07	Hourly					51.033	51.033	54.606	54.606	54.606	54.606	58.428	58.428	58.428	
			Monthly					8,846	8,846	9,465	9,465	9,465	9,465	10,128	10,128	10,128	
			Annual					106,150	106,150	113,580	113,580	113,580	113,580	121,531	121,531	121,531	
Sergeant	17070	P08	Hourly								59.520	59.520	59.520	63.687	63.687	63.687	
			Monthly								10,317	10,317	10,317	11,039	11,039	11,039	
			Annual								123,802	123,802	123,802	132,468	132,468	132,468	
Lieutenant	17045	P09	Hourly										68.448	73.240	73.240	73.240	
			Monthly											11,864	12,695	12,695	12,695
			Annual											142,373	152,339	152,339	152,339
Commander	17018	P10	Hourly												84.687	84.687	
			Monthly												14,679	14,679	
			Annual												176,149	176,149	

Rank	PCLS	SG	Step	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	17050	P02	Hourly	53.604	57.356	57.356	61.371	61.371	61.371	61.371	61.371	61.371	61.371	61.371	63.212	63.212	63.212
			Monthly	9,291	9,942	9,942	10,638	10,638	10,638	10,638	10,638	10,638	10,638	10,638	10,957	10,957	10,957
			Annual	111,496	119,301	119,301	127,652	127,652	127,652	127,652	127,652	127,652	127,652	127,652	131,481	131,481	131,481
Corporal/Detective	17025	P07	Hourly	58.428	62.518	62.518	66.894	66.894	66.894	66.894	66.894	66.894	66.894	66.894	68.901	68.901	68.901
			Monthly	10,128	10,836	10,836	11,595	11,595	11,595	11,595	11,595	11,595	11,595	11,595	11,943	11,943	11,943
			Annual	121,531	130,038	130,038	139,140	139,140	139,140	139,140	139,140	139,140	139,140	139,140	143,315	143,315	143,315
Sergeant	17070	P08	Hourly	63.687	68.145	68.145	72.915	72.915	72.915	72.915	72.915	72.915	72.915	72.915	75.102	75.102	75.102
			Monthly	11,039	14,812	14,812	12,639	12,639	12,639	12,639	12,639	12,639	12,639	12,639	13,018	13,018	13,018
			Annual	132,468	141,741	141,741	151,663	151,663	151,663	151,663	151,663	151,663	151,663	151,663	156,213	156,213	156,213
Lieutenant	17045	P09	Hourly	73.240	78.367	78.367	83.852	83.852	83.852	83.852	83.852	83.852	83.852	83.852	86.368	86.368	86.368
			Monthly	12,695	13,584	13,584	14,534	14,534	14,534	14,534	14,534	14,534	14,534	14,534	14,970	14,970	14,970
			Annual	152,339	163,002	163,002	174,413	174,413	174,413	174,413	174,413	174,413	174,413	174,413	179,645	179,645	179,645
Commander	17018	P10	Hourly	84.687	90.615	90.615	96.958	96.958	96.958	96.958	96.958	96.958	96.958	96.958	99.867	99.867	99.867
			Monthly	14,679	15,707	15,707	16,806	16,806	16,806	16,806	16,806	16,806	16,806	16,806	17,310	17,310	17,310
			Annual	176,149	188,480	188,480	201,673	201,673	201,673	201,673	201,673	201,673	201,673	201,673	207,723	207,723	207,723

Hourly rates are shown rounded to three digits, and are based on annualized figures.

40-Hour Week																
Rank	PCLS	SG	Step	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	17050	P02	Hourly	39,691	44,542	49,161	49,161	49,161	49,161	52,602	52,602	52,602	52,602	56,284	56,284	56,284
			Monthly	6,880	7,721	8,521	8,521	8,521	8,521	9,118	9,118	9,118	9,118	9,756	9,756	9,756
			Annual	82,558	92,647	102,254	102,254	102,254	102,254	109,412	109,412	109,412	109,412	117,071	117,071	117,071
Corporal/Detective	17025	P07	Hourly					53,585	53,585	57,336	57,336	57,336	57,336	61,350	61,350	61,350
			Monthly					9,288	9,288	9,938	9,938	9,938	9,938	10,634	10,634	10,634
			Annual					111,457	111,457	119,259	119,259	119,259	119,259	127,607	127,607	127,607
Sergeant	17070	P08	Hourly							62,496	62,496	62,496	66,871	66,871	66,871	
			Monthly							10,833	10,833	10,833	11,591	11,591	11,591	
			Annual							129,992	129,992	129,992	139,092	139,092	139,092	
Lieutenant	17045	P09	Hourly									71,871	76,902	76,902	76,902	
			Monthly									12,458	13,330	13,330	13,330	
			Annual									149,491	159,956	159,956	159,956	
Commander	17018	P10	Hourly											88,921	88,921	
			Monthly											15,413	15,413	
			Annual											184,957	184,957	

Rank	PCLS	SG	Step	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	17050	P02	Hourly	56,284	60,224	60,224	64,440	64,440	64,440	64,440	64,440	64,440	64,440	66,373	66,373	66,373
			Monthly	9,756	10,439	10,439	11,170	11,170	11,170	11,170	11,170	11,170	11,170	11,505	11,505	11,505
			Annual	117,071	125,266	125,266	134,034	134,034	134,034	134,034	134,034	134,034	134,034	138,055	138,055	138,055
Corporal/Detective	17025	P07	Hourly	61,350	65,644	65,644	70,239	70,239	70,239	70,239	70,239	70,239	70,239	72,346	72,346	72,346
			Monthly	10,634	11,378	11,378	12,175	12,175	12,175	12,175	12,175	12,175	12,175	12,540	12,540	12,540
			Annual	127,607	136,540	136,540	146,097	146,097	146,097	146,097	146,097	146,097	146,097	150,480	150,480	150,480
Sergeant	17070	P08	Hourly	66,871	71,552	71,552	76,561	76,561	76,561	76,561	76,561	76,561	76,561	78,857	78,857	78,857
			Monthly	11,591	12,402	12,402	13,271	13,271	13,271	13,271	13,271	13,271	13,271	13,669	13,669	13,669
			Annual	139,092	148,828	148,828	159,246	159,246	159,246	159,246	159,246	159,246	159,246	164,024	164,024	164,024
Lieutenant	17045	P09	Hourly	76,902	82,285	82,285	88,045	88,045	88,045	88,045	88,045	88,045	88,045	90,686	90,686	90,686
			Monthly	13,330	14,263	14,263	15,261	15,261	15,261	15,261	15,261	15,261	15,261	15,719	15,719	15,719
			Annual	159,956	171,152	171,152	183,133	183,133	183,133	183,133	183,133	183,133	183,133	188,627	188,627	188,627
Commander	17018	P10	Hourly	88,921	95,146	95,146	101,806	101,806	101,806	101,806	101,806	101,806	101,806	104,860	104,860	104,860
			Monthly	15,413	16,492	16,492	17,646	17,646	17,646	17,646	17,646	17,646	17,646	18,176	18,176	18,176
			Annual	184,957	197,904	197,904	211,757	211,757	211,757	211,757	211,757	211,757	211,757	218,110	218,110	218,110

Hourly rates are shown rounded to three digits, and are based on annualized figures.

40-Hour Week																	
Rank	PCLS	SG	Step	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	17050	P02	Hourly	41.279	46.323	51.127	51.127	51.127	51.127	54.706	54.706	54.706	54.706	58.535	58.535	58.535	
			Monthly	7,155	8,029	8,862	8,862	8,862	8,862	9,482	9,482	9,482	9,482	10,146	10,146	10,146	
			Annual	85,860	96,353	106,344	106,344	106,344	106,344	113,788	113,788	113,788	113,788	121,754	121,754	121,754	
Corporal/Detective	17025	P07	Hourly					55.729	55.729	59.630	59.630	59.630	59.630	63.804	63.804	63.804	
			Monthly					9,660	9,660	10,336	10,336	10,336	10,336	11,059	11,059	11,059	
			Annual					115,915	115,915	124,029	124,029	124,029	124,029	132,711	132,711	132,711	
Sergeant	17070	P08	Hourly								64.996	64.996	64.996	69.546	69.546	69.546	
			Monthly									11,266	11,266	11,266	12,055	12,055	12,055
			Annual									135,192	135,192	135,192	144,655	144,655	144,655
Lieutenant	17045	P09	Hourly										74.746	79.978	79.978	79.978	
			Monthly											12,956	13,863	13,863	13,863
			Annual											155,471	166,354	166,354	166,354
Commander	17018	P10	Hourly												92.478	92.478	
			Monthly												16,030	16,030	
			Annual												192,355	192,355	

Rank	PCLS	SG	Step	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	17050	P02	Hourly	58.535	62.633	62.633	67.017	67.017	67.017	67.017	67.017	67.017	67.017	67.017	69.028	69.028	69.028
			Monthly	10,146	10,856	10,856	11,616	11,616	11,616	11,616	11,616	11,616	11,616	11,616	11,965	11,965	11,965
			Annual	121,754	130,276	130,276	139,396	139,396	139,396	139,396	139,396	139,396	139,396	139,396	143,578	143,578	143,578
Corporal/Detective	17025	P07	Hourly	63.804	68.270	68.270	73.049	73.049	73.049	73.049	73.049	73.049	73.049	73.049	75.240	75.240	75.240
			Monthly	11,059	11,833	11,833	12,662	12,662	12,662	12,662	12,662	12,662	12,662	12,662	13,042	13,042	13,042
			Annual	132,711	142,001	142,001	151,941	151,941	151,941	151,941	151,941	151,941	151,941	151,941	156,500	156,500	156,500
Sergeant	17070	P08	Hourly	69.546	74.414	74.414	79.623	79.623	79.623	79.623	79.623	79.623	79.623	79.623	82.012	82.012	82.012
			Monthly	12,055	12,898	12,898	13,801	13,801	13,801	13,801	13,801	13,801	13,801	13,801	14,215	14,215	14,215
			Annual	144,655	154,781	154,781	165,616	165,616	165,616	165,616	165,616	165,616	165,616	165,616	170,585	170,585	170,585
Lieutenant	17045	P09	Hourly	79.978	85.576	85.576	91.567	91.567	91.567	91.567	91.567	91.567	91.567	91.567	94.314	94.314	94.314
			Monthly	13,863	14,833	14,833	15,872	15,872	15,872	15,872	15,872	15,872	15,872	15,872	16,348	16,348	16,348
			Annual	166,354	177,999	177,999	190,458	190,458	190,458	190,458	190,458	190,458	190,458	190,458	196,172	196,172	196,172
Commander	17018	P10	Hourly	92.478	98.952	98.952	105.878	105.878	105.878	105.878	105.878	105.878	105.878	105.878	109.055	109.055	109.055
			Monthly	16,030	17,152	17,152	18,352	18,352	18,352	18,352	18,352	18,352	18,352	18,352	18,903	18,903	18,903
			Annual	192,355	205,820	205,820	220,227	220,227	220,227	220,227	220,227	220,227	220,227	220,227	226,834	226,834	226,834

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