

**RESOLUTION NO. 20090723-056**

**WHEREAS**, in 1995 the Texas Legislature amended Chapter 143 of the Texas Local Government Code to allow the City of Austin to negotiate and enter into written agreements with firefighters and police officers regarding wages, salaries, rates of pay, hours of work, and other terms and conditions of employment or other personnel issues; and

**WHEREAS**, the Austin Police Association was properly designated and recognized as the sole and exclusive bargaining agent for all Austin police officers covered by the Meet and Confer statute; and

**WHEREAS**, in 2008 negotiation teams for the City of Austin and the Austin Police Association engaged in negotiations and reached an agreement and submitted it to the Association membership and City Council for ratification; and

**WHEREAS**, the Austin Police Association membership ratified the Agreement by a majority vote and the Austin City Council ratified the Agreement by a majority vote of Council on September 25, 2008; and

**WHEREAS**, the Agreement became effective on October 1, 2008; and

**WHEREAS**, the Austin Police Association and the City of Austin agreed to negotiate for an amendment to amend the current Agreement in light of the current economic conditions faced by the City of Austin and its citizens; and

**WHEREAS,** the Austin Police Association and the City of Austin engaged in negotiations to amend the existing Agreement and agreed upon amendments to the Agreement that were submitted to the membership of the Austin Police Association and the Austin City Council for approval; **NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

The City Council ratifies the Amendment to the Meet and Confer Agreement with the Austin Police Association in the form of attached Exhibit "A," said Amendments to the Agreement to be effective on August 3, 2009, and authorizes the City Manager to execute the Amendments to the Agreement.

**ADOPTED:** July 23, 2009

**ATTEST:**

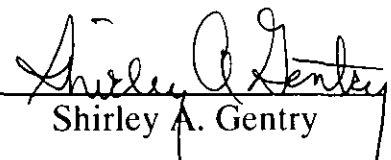
  
Shirley A. Gentry

Exhibit "A"

**AMENDMENT TO AGREEMENT**  
**BETWEEN**  
**THE CITY OF AUSTIN**  
**AND**  
**THE AUSTIN POLICE ASSOCIATION**

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**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 October 1, 2008 (hereinafter referred to as the "AGREEMENT"). Subject to ratification by the City Council and the Association as provided by Chapter 143, the Agreement is amended as follows:

**AMENDMENT SECTION 1:**

Article 7 of the Agreement is hereby amended to read as follows:

**ARTICLE 7**

**WAGES AND BENEFITS**

**Section I. Base Wages**

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

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

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

Effective with the first pay period of Fiscal Year 2009-2010, the pay scale attached hereto as Appendix A-2 B 1 shall apply to all police officers covered by this Agreement. The pay scale reflects a ~~3.0%~~ no (0.0%) increase to base wages. ~~Provided, however, that if the majority of non-public safety employees, through any City-wide compensation program, receive a base wage increase of less than two and one half percent (2.5%) for Fiscal Year 2009-2010, the three percent (3.0%) base wage increase provided for in this Section shall be reduced to a base wage increase of two and three quarters percent (2.75%). If the base wage increase is adjusted as provided in this section, a new pay scale will be substituted for Appendix A-2.~~

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

Effective with the first pay period of Fiscal Year 2010-2011, the pay scale attached hereto as Appendix A-3 B 2 shall apply to all police officers covered by this Agreement. The pay scale reflects a 3.0% increase in base wages.

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

~~If the City exercises its option to extend this Agreement for a fourth year, as provided in Article 21, Effective with the first pay period of Fiscal Year 2011-2012, the pay scale attached~~

1 hereto as Appendix A-4 B 3 shall apply to all police officers covered by this Agreement. The  
2 pay scale reflects a 3.0% increase to base wages. Provided, however, that if the majority of non-  
3 public safety employees, through any City-wide compensation program receive a base wage  
4 increase of more than 3.0% for Fiscal Year 2011-2012, the 3.0% base wage increase provided for  
5 in this Section shall be increased to the base wage increase received by the majority of  
6 employees. If the base wage increase is adjusted as provided in this section, a new pay scale will  
7 be substituted for Appendix A-4 B 3.

8  
9 **c) For Fiscal Year 2012-2013**

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11 Effective with the first pay period of Fiscal Year 2012-2013, the pay scale attached  
12 hereto as Appendix B 4 shall apply to all police officers covered by this Agreement. The pay  
13 scale reflects a 3.0% increase to base wages. Provided, however, that if the majority of non-  
14 public safety employees, through any City-wide compensation program receive a base wage  
15 increase of more than 3.0% for Fiscal Year 2012-2013, the 3.0% base wage increase provided for  
16 in this Section shall be increased to the base wage increase received by the majority of  
17 employees. If the base wage increase is adjusted as provided in this section, a new pay scale will  
18 be substituted for Appendix B 4.

19  
20 **Section 2. Longevity Pay**

21  
22 a) Longevity pay in the amount of ninety-six dollars (\$96.00) per year of service, up to a  
23 maximum of 25 years, shall continue to be paid in a lump sum in the first regularly scheduled  
24 pay period after the officer's anniversary date, which is the annual anniversary of the officer's  
25 most recent commission date. Beginning with Fiscal Year 2010-2011, longevity pay will be  
26 increased to one hundred dollars (\$100.00) per year of service, up to a maximum of 25 years.  
27 This change in payment of longevity does not affect the treatment of longevity for retirement and  
28 overtime purposes, and the CITY and the officers shall continue making contributions for  
29 longevity payments.

30  
31 b) It is expressly understood and agreed that this section shall be entitled to preemption  
32 including but not limited to the provision of §141.032 of the Texas Local Government Code.

33  
34 **Section 3. Retirement Contributions**

35  
36 a) Beginning with Fiscal Year 2010-2011, the City shall increase its contribution rate to the  
37 Austin Police Retirement System by one percent (1.0%).

38  
39 ~~b) If the City exercises its option to extend this Agreement for a fourth year (Fiscal Year~~  
40 ~~2011-2012), as provided in Article 24, Beginning with Fiscal Year 2011-2012, the City shall~~  
41 ~~increase its contribution rate to the Austin Police Retirement System by an additional one percent~~  
42 ~~(1.0%).~~

43  
44 c) Beginning with Fiscal Year 2012-2013, the City shall increase its contribution rate to the  
45 Austin Police Retirement System by one percent (1.0%).  
46

e- d) The City agrees that the statute governing the Austin Police Retirement System should be amended to incorporate the increased City contribution rate provided in this Agreement.

#### **Section 4. Field Training Officer Pay**

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

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

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

a) 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.

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

#### **Section 6. Bilingual Pay**

a) Bilingual pay will be paid at the rate of one hundred and seventy five (\$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, 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.

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

#### **Section 7. 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.

1 b) Lieutenants permanently assigned to an evening or night shift in Patrol shall be paid an  
2 additional stipend of three hundred dollars (\$300.00) per month. Lieutenants assigned to a Patrol  
3 Area Command who are assigned to an evening or night shift for a twenty eight (28) calendar  
4 day cycle, when the shift begins at or after 2:00 p.m., shall be entitled to three hundred dollars  
5 (\$300.00) per month.

6  
7 c) It is expressly understood and agreed that this section shall be entitled to preemption  
8 including but not limited to the provision of §143.047 and §142.0015 of the Texas Local  
9 Government Code.

10  
11 **Section 8. Assistant Chiefs**

12  
13 a) The Chief of Police has the right to set wages and benefits for the Assistant Chiefs,  
14 subject to the approval of the City Council as a part of the budget. The Chief may designate one  
15 Assistant Chief as the Executive Assistant or Chief of Staff, whose pay and benefits may be  
16 different than the other Assistant Chiefs. Additional performance pay may be awarded in the  
17 Chief's discretion.

18  
19 b) It is expressly understood and agreed that this section shall be entitled to preemption  
20 including but not limited to the provision of §142.0015 and §143.041 of the Texas Local  
21 Government Code.

22  
23 **Section 9. Clothing Allowance**

24  
25 During the term of this contract, the clothing allowance shall be five hundred dollars  
26 (\$500.00) per year for all officers deemed eligible by the Chief, with a payment schedule to be  
27 determined by the Chief.

28  
29 **Section 10. Education and Certificate Pay**

30  
31 An officer shall be entitled to either Certificate pay or Education pay, at the highest  
32 qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees  
33 or college credit from an accredited college or university. An accredited college or university is  
34 an institution of higher education that is accredited or authorized by the Southern Association of  
35 Colleges and Schools, the Middle States Association of Colleges and Schools, the New England  
36 Association of Schools and Colleges, the North Central Association of Colleges and Schools, the  
37 Northwest Association of Schools and Colleges, or the Western Association of Schools and  
38 Colleges (Reference: TCLEOSE Rule 211.1(a)(3), as modified by the Commission from time to  
39 time).

40 **a) Certificate Pay**

41  
42 (1) Each officer holding an Intermediate TCLEOSE Certificate shall be paid fifty  
43 dollars (\$50.00) per month. Each officer holding an Advanced TCLEOSE Certificate shall be  
44 paid one hundred dollars (\$100) per month. Each officer holding a Master TCLEOSE Certificate  
45 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 shall be paid three hundred dollars (\$300.00) per month.

**c) Preemption**

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

**Section 11. Shift Differential**

a) The CITY shall pay an additional three hundred dollars (\$300.00) per month to an officer normally assigned to an evening or night shift for a twenty eight (28) calendar day cycle, when the shift begins at or after 2:00 p.m. Only officers working 50% or more of their shifts beginning at or after 2:00 p.m., in a 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

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

**Section 12. Monthly Paid Compensation**

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

**Section 13. Work Furloughs**

It is expressly agreed and understood that during the term of this Agreement as amended, 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.



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2 **Section ~~13~~ 14. Preemption**  
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4 It is expressly understood and agreed that all provisions of this Article shall preempt any  
5 statute, Executive Order, local ordinance, City policy or rule, which is in conflict with this  
6 Agreement and the procedures developed hereunder, including for example and not by way of  
7 limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local  
8 Government Code, including but not limited to Sections 141.032 and 142.0015 and Sections  
9 143.041 through 143.047.  
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14 **AMENDMENT SECTION 2:**  
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16 Article 9 of the Agreement is hereby amended to read as follows:  
17

18 **ARTICLE 9**  
19

20 **SPECIAL LEAVE PROVISIONS**  
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22 **Section 1. Emergency Leave**  
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24 Each officer may utilize up to forty (40) hours of paid emergency leave for a death in the  
25 immediate family as defined in the City of Austin personnel policies.  
26

27 **Section 2. Sick Leave Donation**  
28

29 If an officer is in danger of having used all accrued time (vacation, sick, etc.) due to a serious  
30 illness or injury, as defined by the FMLA, other officers may voluntarily donate up to forty (40)  
31 hours of vacation or sick leave to the ill or injured employee to avoid loss of pay. No officer  
32 shall be permitted to bank more than four hundred (400) hours of such donated leave within any  
33 twelve (12) month period of time. Donated leave may only be used for the officer to whom  
34 donated. In the event that all of the donated leave time is not used, the City shall not be  
35 obligated to make any redistribution of banked hours to the donors. The remaining unused  
36 donated amount shall not be paid on separation.  
37

38 **Section 3. Payment of Sick Leave on Separation**  
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40 Separation pay for accrued sick leave will be paid only to officers with at least ten (10) years  
41 of actual service who separate in good standing. An officer shall not be considered to have  
42 separated in good standing if he/she is indefinitely suspended or leaves the Department in lieu of  
43 termination. The maximum accrued sick leave payable will be 1,400 hours.  
44

45 Beginning on January 1, 2011, the maximum accrued sick leave payable will be 1,700 hours,  
46 provided that, in addition to the above requirements, to be eligible for the additional 300 hours,

1 the officer may not have used more than 80 hours of sick leave in either of the two prior twelve  
2 month periods before the date of separation, and no more than 120 hours cumulative in the prior  
3 24 month period before the date of separation. For officers who retire within less than 24 months  
4 from the effective of this agreement, as amended, these limitations shall be adjusted pro rata on a  
5 monthly basis for the short year period. The Chief shall have the right to grant hardship approval  
6 for use of leave above these amounts on the basis of actual documented medical conditions or  
7 treatment justifying the absence.

#### 8 9 **Section 4. Administrative Leave**

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

#### 14 15 **Section 5. Preemption**

16  
17 It is expressly understood and agreed that all provisions of this Article shall preempt any  
18 statute, Executive Order, local ordinance, City policy or rule, which is in conflict with this  
19 Agreement and the procedures developed hereunder, including for example and not by way of  
20 limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local  
21 Government Code, including but not limited to Sections 143.041, 143.045, 143.046.  
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23  
24

### 25 **AMENDMENT SECTION 3:**

26  
27 Article 17 of the Agreement is hereby amended to read as follows:

#### 28 29 **ARTICLE 17**

#### 30 31 **PROTECTED RIGHTS OF OFFICERS**

##### 32 33 **Section 1. Effect of Article**

34  
35 The following provisions shall apply to the administrative investigation of alleged  
36 misconduct by APD police officers and the process of administrative discipline. To the extent of  
37 any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local  
38 Government Code, the provisions of this Agreement shall control. To the extent of any conflict  
39 between this Article and any other provision of this agreement, this Article shall control.  
40

##### 41 42 **Section 2. Definitions**

43 In this Article:  
44

- 1 a) "Complaint" means any affidavit, administrative referral, or other document setting  
2 forth allegations or facts that may form the basis of future allegations of misconduct  
3 against an officer and which serves as the basis for initiating an investigation.  
4  
5 b) "Disciplinary Action" means suspension, indefinite suspension, demotion in rank,  
6 reprimand, or any combination of those actions.  
7  
8 c) "Investigation" means an administrative investigation of alleged misconduct by a  
9 police officer that could result in disciplinary action.  
10  
11 d) "Investigator" means an agent or employee of the Department or an Independent  
12 Investigator who participates in conducting an investigation.  
13  
14 e) "Statement" means any communication (oral or written) setting forth particulars or  
15 facts regarding the alleged misconduct under investigation.  
16  
17 f) "Evidence" means statements, reports, records, recordings, documents, computer  
18 data, text, graphics, videotape, photographs, or other tangible forms of information,  
19 including a "complaint".  
20

### 21 Section 3. Compelled Testimony

22  
23 There shall be no legal or administrative requirement, including but not limited to subpoena  
24 power or an order from the City Manager or the Department, that an officer appear before or  
25 present evidence to any individual, panel, committee, group, or forum of any type involved in  
26 Citizen Oversight. This provision has no application to any Independent Investigation  
27 authorized by the Chief of Police or the City Manager, regardless of whether the Independent  
28 Investigation was recommended by the Citizen's Review Panel or the Police Monitor, or to any  
29 hearing of an appeal of disciplinary action pursuant to this Agreement and/or Chapter 143 of the  
30 Texas Local Government Code. Police officers remain subject to orders or subpoenas to appear  
31 and provide testimony or evidence in such investigations or hearings.  
32

### 33 Section 4. Access to Records by Officers

- 34  
35 a) Not less than forty eight (48) hours before the officer who is the subject of an  
36 investigation provides a statement to an investigator, the officer shall be provided a copy of the  
37 complaint(s). The Department may omit the name and/or identity of the person making the  
38 complaint. In the event that the complaint(s) does not contain all allegations of misconduct  
39 under investigation, not less than forty eight (48) hours before the investigator begins the initial  
40 oral or written interrogation of the officer, the investigator must inform the officer in writing of  
41 the additional allegations being investigated.  
42  
43 b) Before the officer who is the subject of an investigation provides a statement to an  
44 investigator, the officer and his representative shall be provided an opportunity to review any  
45 videotape, photograph, or other recording of the operative conduct or alleged injuries, if any,

1 which is the subject of the allegations if such recording is within the possession or control of the  
2 Department.

3  
4 c) An officer is entitled to a copy of his or her statement to the Internal Affairs Division at  
5 the time when the statement is finalized and signed by the officer, but the statement remains  
6 confidential in the hands of the officer pursuant to 143.089(g), APD policy, and orders of non-  
7 communication about internal investigations, except for consultations with counsel.

8  
9 d) Before the officer who is the subject of an investigation provides a statement to an  
10 investigator, the officer and his representative shall be allowed to review the portions of any  
11 document(s) in which it is alleged that the officer provided false, incomplete, inconsistent, or  
12 conflicting information, or in which it is alleged that the officer omitted information in violation  
13 of any law or Department policy.

14  
15 e) Before the officer who is the subject of an investigation provides a statement to an  
16 investigator, the officer and his representative shall be allowed to review any report, supplement,  
17 use of force report, or other statement recorded or written by the officer, setting forth particulars  
18 or facts regarding the operative conduct which is the subject of the allegation(s).

19  
20 f) Not less than forty eight (48) hours before a Dismissal Review Hearing (or any other  
21 administrative hearing conducted for the purpose of determining whether the Department shall  
22 take disciplinary action against an officer for alleged misconduct), the officer and his  
23 representative shall be allowed to review for five (5) hours all evidence gathered or obtained  
24 during the investigation, and not previously reviewed by the officer pursuant to this Section. The  
25 evidence available for review shall not include any investigator's summary.

26  
27 g) When the Chief of Police is notified that the Panel plans to review a case involving a  
28 "critical incident" or an allegation of a civil rights violation, the officer and his representative  
29 shall be given an opportunity to meet with the Internal Affairs investigator and review witness  
30 statements and photographic or videotape evidence contained in the IA file, for a period of up to  
31 five (5) hours.

32  
33 h) Neither the officer nor his representative will be permitted to make copies of any witness  
34 statements, audio tapes, photographic or videotape evidence reviewed; however, they may take  
35 written notes only, provided that they comply with the confidentiality and use provisions in  
36 Section 6.

37  
38 i) Nothing in this Article shall be construed as requiring the Department to provide or make  
39 available for review by the officer or his representative any evidence from criminal  
40 investigations by the Austin Police Department unless that evidence is a part of the Internal  
41 Affairs Division administrative file. No criminal investigation material that is part of the Internal  
42 Affairs Department case file can be released if there is a pending criminal investigation or  
43 judicial proceeding.

44  
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46

1 **Section 5. Audio Taping of Dismissal Review Hearings**

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3 When a Dismissal Review Hearing (or any other administrative hearing conducted for the  
4 purpose of determining whether the Department shall take disciplinary action against an officer  
5 for alleged misconduct), is held, the officer who is the subject of the investigation may audio  
6 tape the portion of the hearing in which the chain-of-command discusses the IAD investigation  
7 and the disciplinary decision with the officer.  
8

9 **Section 6. Confidentiality of Records and Misuse of Information**

10  
11 The access to records provided in Section 4 of this Article has been granted in exchange for  
12 the following agreements intended to insure confidentiality and to prevent retaliation or the  
13 threat of retaliation against any witness in an investigation:  
14

15 a) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of  
16 the officer, against the author of an Internal Affairs statement is strictly prohibited. A sustained  
17 violation of this subsection shall result in either a temporary or indefinite suspension.  
18

19 b) If an officer is suspended pursuant to this Section, the officer shall have the right to  
20 appeal the suspension to the Civil Service Commission or to an Independent Third Party Hearing  
21 Examiner pursuant to the provisions of this Agreement and Chapter 143 of the Texas Local  
22 Government Code. The Commission or the Hearing Examiner shall decide whether the specific  
23 charge related to this Section is true. If the charge is found to be true, the Commission or  
24 Hearing Examiner must affirm the disciplinary action and cannot amend, modify, or reduce the  
25 period of disciplinary suspension.  
26

27 c) Sections 143.053(c) & (f) of the Texas Local Government Code are hereby superseded to  
28 the extent of any conflict with this Section  
29

30 **Section 7. Right to Representation**

31  
32 An officer who is the subject of an investigation or administrative inquiry shall have the right  
33 to be represented by an attorney of the officer's choice during an interview provided the attorney  
34 complies with the Internal Affairs interview protocol. An officer shall have the right to be  
35 represented by an attorney of the officer's choice during a Dismissal Review Hearing (or other  
36 administrative hearing conducted for the purpose of determining whether the Department shall  
37 take disciplinary action against an officer for alleged misconduct.)  
38

39 **Section 8. Violation of Officer's Rights**

40  
41 If the Department or any investigator violates any of the provisions of this Article or of  
42 Section 143.312 of the Texas Local Government Code while conducting an investigation, the  
43 Department shall reverse any punitive action which depends upon evidence resulting from a  
44 violation of this agreement; including a reprimand, and in any appeal, evidence resulting from a  
45 violation of this agreement shall be specifically excluded from introduction into evidence in any  
46 proceeding against the officer, including any disciplinary appeal hearing. The hearing examiner

1 or arbitrator may make such other evidentiary rulings as are just and fair, after consideration of  
2 the circumstances of the violation.

3  
4 **Section 9. Scheduling of Indefinite Suspension Appeal**

5  
6 If an officer appeals an indefinite suspension to an Independent Third Party Hearing  
7 Examiner, the parties will make a good faith effort to schedule the appeal of an indefinite  
8 suspension within 90-180 days of the date the officer was indefinitely suspended.  
9

10  
11  
12  
13 **AMENDMENT SECTION 4:**

14  
15 Article 19 of the Agreement is hereby amended to read as follows:

16  
17 **ARTICLE 19**

18  
19 **ASSIGNMENT CHANGES**

20  
21 **Section 1. Advance Notice of Assignment Changes.**

22  
23 Except for normal shift rotations, for assignment changes that are determined far enough in  
24 advance, the Department will provide a twenty-eight (28) calendar-day notice to the affected  
25 officer. Advance notice of the assignment change may be waived by the Chief or his designee, if  
26 prior notice is not in the best interest of the Department or in any emergency situations. Advance  
27 notice of the assignment change may be waived by the officer. In the event of special hardship,  
28 an affected officer may appeal to the Assistant Chief of their Bureau for consideration of  
29 temporary scheduling or other adjustments to reduce or address personal hardships. The Chief  
30 shall create a joint committee with representatives appointed by the ASSOCIATION to evaluate  
31 hardship claims and to recommend action to the Assistant Chief.  
32

33 **Section 2. Requested Job Assignment Transfers.**

34  
35 A reasonable, good faith effort shall be made to post initial assignment vacancies. It is  
36 recognized and understood that notice cannot be sent for all backfill transfers resulting from the  
37 initial vacancies. The usual process shall be to post notice and reference to the APD bulletin  
38 board and City email. This notice may be sent out to all employees on alpha pager, as near as  
39 possible to ten (10) days before closing the application process whether or not you get it. It shall  
40 be satisfactory to send an "all page" notice whether or not each individual officer receives it.  
41 Oral or written reprimands shall not affect an employee's ability to apply for a transfer to a  
42 sought after position, but may be considered along with all other factors in making a selection  
43 among applicants. Applying for a posted position shall neither jeopardize nor insure an officer's  
44 current assignment. The Chief shall establish a committee with representatives appointed by the  
45 ASSOCIATION to recommend changes or improvements in the process of posting notice of job  
46 assignment opportunities or openings.

1  
2 **Section 3. Proposed Adjustments to Work Schedules**  
3

4 a) It is recognized that Command Staff, through the authority of the Chief of Police, retains  
5 the right to adjust work schedules, days off, and other similar conditions of employment within  
6 the Department.  
7

8 b) In the event of a proposed adjustment to work schedules that would have a significant  
9 impact upon working conditions of affected employees, the Commander or Assistant Chief  
10 contemplating that adjustment shall notify the President of the Association in writing of the  
11 proposed work schedule adjustment at least thirty (30) calendar days prior to its implementation.  
12 Advance notice shall not be required in emergency situations. The Association, after receiving  
13 such notification may request in writing a meeting with the involved Commander/Assistant Chief  
14 for the purpose of discussing the merits/necessity of the work schedule change, and to suggest an  
15 implementation plan that accomplishes the goals of the Department and has the least possible  
16 impact upon the affected employees. The involved Commander/Assistant Chief shall be  
17 required to meet with the President of the Association within five (5) business days of this  
18 written request. If the Association and the Commander/ Assistant Chief do not resolve the  
19 Association's concerns, the President of the Association may schedule a meeting with the Chief  
20 of Police and the involved Commander/Assistant Chief to further consult on the matter. The  
21 final decision to implement the proposed work schedule adjustment shall be retained by the  
22 Chief of Police.  
23

24 c) For purposes of this Article, significant impact upon working conditions caused by an  
25 adjustment to work schedules refers to a change to an organizational component's hours or days  
26 off.  
27

28 d) This section shall not apply to any work hour adjustments made as a result of an  
29 emergency or an unforeseen event, staffing shortages, or emerging crime threats to the  
30 community, and nothing in this article is intended to diminish the capability of the Chief of  
31 Police to move personnel in response to unforeseen events and emergencies.  
32

33 e) This article shall not apply to reasonable work hour adjustments within units that by their  
34 very nature must remain flexible in scheduling capability in response to crime trends, ongoing  
35 investigations, and community outreach requirements.  
36

37 f) The failure to notify and meet with the President of the Association as provided in this  
38 Article is subject to the agreement grievance procedure set forth in Article 20 of this Agreement,  
39 and any remedy shall be limited to requiring notice and review of the decision in accordance  
40 with this article, and not any change in hours or days off.  
41

42 **Section 4. Proposed Adjustments to Policies and Procedures**  
43

44 a) It is recognized that Command Staff, through the authority of the Chief of Police, retains  
45 the right to set policy and procedures for employees, which may vary from one operational unit  
46 or division to another. On the other hand, the Association has a legitimate interest in providing

1 input on behalf of its members as to the choices to implement variations in policy that have an  
2 impact on members.

3  
4 b) In the event of a proposed adjustment to policies which differ or vary between units or  
5 divisions, the Commander or Assistant Chief contemplating that adjustment shall notify the  
6 President of the Association in writing of the proposed change at least thirty (30) calendar days  
7 prior to its implementation. Advance notice shall not be required in emergency situations. The  
8 Association, after receiving such notification may request in writing a meeting with the involved  
9 Commander/Assistant Chief for the purpose of discussing the merits/necessity of the change, and  
10 to suggest an implementation plan that accomplishes the goals of the Department and has the  
11 least possible impact upon the affected employees. The involved Commander/Assistant Chief  
12 shall be required to meet with the President of the Association within five (5) business days of  
13 this written request. If the Association and the Commander/ Assistant Chief do not resolve the  
14 Association's concerns, the President of the Association may schedule a meeting with the Chief  
15 of Police and the involved Commander/Assistant Chief to further consult on the matter. The  
16 final decision to implement the proposed policy or procedure change shall be retained by the  
17 Chief of Police.

18  
19 c) This section shall not apply to any policy and procedure changes made as a result of an  
20 emergency or an unforeseen event, staffing shortages, or emerging crime threats to the  
21 community, and nothing in this article is intended to diminish the capability of the Chief of  
22 Police to make changes in policy and procedure in response to unforeseen events and  
23 emergencies.

24  
25 d) The failure to notify and meet with the President of the Association as provided in this  
26 Article is subject to the agreement grievance procedure set forth in Article 20 of this Agreement,  
27 and any remedy shall be limited to requiring notice and review of the decision in accordance  
28 with this article, and not any change in policy or procedure.

## 31 32 **AMENDMENT SECTION 5:**

33  
34 Article 21 of the Agreement is hereby amended to read as follows:

### 35 36 **ARTICLE 21**

#### 37 38 **TERM OF AGREEMENT**

##### 39 40 **Section 1. Term of Agreement**

41  
42 a) This Agreement shall be effective as of the date it is ratified by the City Council, except  
43 as to any provisions herein specifically made effective on any other date. This Amendment to  
44 the Agreement shall be effective as of the latter of the date this Amendment is ratified by the  
45 City Council and the Association as provided by Chapter 143, and this Agreement as amended



1 ~~herein~~ shall remain in full force and effect, subject to the provisions of this Article, until the 30<sup>th</sup>  
2 day of September, ~~2011~~ 2013.

3  
4 b) The provisions of this Agreement do not apply to any officer who separates from City  
5 employment before the effective date of this Agreement or before the effective date of any  
6 specific provisions hereof.

7  
8  
9 ~~Section 2. Additional Option Year~~

10  
11 ~~The City may, at its option, extend this Agreement for one additional year, by notifying the~~  
12 ~~Association on or before March 1, 2011, that it chooses to so extend this Agreement. All~~  
13 ~~provisions of this Agreement will remain in full force and effect, subject to the provisions of this~~  
14 ~~Article, during the additional year of this Agreement, which shall end on September 30, 2012.~~

15  
16 ~~Section 3~~ 2. Continuing Relationship

17  
18 a) The parties acknowledge their longstanding history of successful Meet & Confer  
19 negotiations and their joint efforts to continue to build on the framework of each previous  
20 agreement. This Agreement is the product of that relationship and negotiation history. Rather  
21 than including in this agreement many of the details or the processes which were in former  
22 agreements, the parties have limited the provisions in this agreement to those that are necessary.  
23 This includes agreements on the issues which may require a contractual modification of existing  
24 civil service law (access to the 143.089(g) file, and release of defined reports from Independent  
25 Investigations), agreements to outline the broad concepts of citizen oversight, and agreements  
26 which clarify rights which exist with or without the agreement. Other aspects of the City's  
27 implementation of citizen oversight are its prerogatives under Texas law and the City Charter,  
28 and do not require contractual provisions. Both parties recognize that the City may proceed with  
29 citizen oversight under this new agreement substantially as it has done under the prior  
30 agreement, and the City is entitled to the maintenance of those prior rights and prerogatives,  
31 although this agreement does not require the City to operate citizen oversight under the prior  
32 provisions, except to the extent now specified in this agreement. Both parties recognize that  
33 without the continued ability of the City to carry out citizen oversight, this agreement would not  
34 have been reached, either as to the economic issues or the additional provisions for the  
35 procedural protections of officer's rights.

36  
37 b) In the event of any court order, judgment, Texas Attorney General's opinion or  
38 arbitration decision brought or caused by officers or the APA which substantially impairs  
39 oversight access to the 143.089(g) file, prevents release of the defined portions of reports of  
40 independent investigation, invalidates the 180 tolling provision in Article 16, or impairs the  
41 City's right to expedited arbitration as contemplated herein, the City may reopen negotiations to  
42 resolve and correct the issue or an alternate resolution. If a negotiated resolution of the issue is  
43 not achieved, the City may terminate this agreement after ninety (90) days written notice, and the  
44 parties may resume negotiations toward a successor agreement under the provisions Section  
45 143.301 et.seq., of the Texas Local Government Code.

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

10  
11 **Section 4 3. Notice and Renegotiation**

12  
13 If either the City or the Association desires to engage in negotiation for a successor  
14 Agreement, then either or both shall give the other party written notice of its desire to negotiate  
15 for a new Agreement no less than 120 days before the expiration of the present Agreement as  
16 amended. In the event that notice of intent to renegotiate is given by either party, the parties will  
17 begin negotiations for a new Agreement not later than sixty (60) days after notice is given, unless  
18 the parties agree otherwise.

19  
20 **Section 5 4. Continuation During Negotiations**

21  
22 If the parties are engaged in negotiations for a successor Agreement at the time this  
23 Agreement as amended expires, the Association's and the City's negotiating teams shall have the  
24 authority to extend this Agreement in thirty (30) calendar day increments by mutual written  
25 agreement, during any period of good faith negotiations after such termination date, not to  
26 exceed a total of six (6) months

27  
28 **Section 6 5. Effect of Termination**

29  
30 a) In the event that a successor Agreement has not been ratified before the expiration date of  
31 this Agreement (the amended expiration date of September 30, 2014 ~~2013, the extended~~  
32 ~~expiration date of September 30, 2012~~, or any extended expiration date under Section 5 above),  
33 all provisions of this Agreement as amended, both economic and non-economic, shall expire and  
34 no longer be in full force and effect, except as to specific Articles or Sections hereof which  
35 provide that some or all of their terms will continue beyond expiration of this Agreement as  
36 amended.

37  
38 b) In the event of any temporary expiration of the prior agreement before the legally  
39 effective approval of this Agreement, this Agreement shall nevertheless control all matters and  
40 rights defined hereunder, in spite of any such interim lapse or gap, as if this Agreement had  
41 become immediately effective upon the expiration of the prior Agreement. This provision of the  
42 Agreement shall not require exhaustion of administrative remedies by any person claiming rights  
43 relating to it or asserting its validity.

44  
45 c) After expiration/termination of this Agreement as amended, it is expressly understood  
46 that the wages and compensation specified in this Agreement as amended may then be placed at

1 a level determined by the City Manager, as funds are authorized by the City Council, and this  
2 does not preclude wages and compensation being rolled back to pre-contract levels, as they  
3 existed on the day prior to the effective date of this Agreement as amended.

4

5 **Section ~~7~~ 6. Funding Obligations**

6

7 The CITY presently intends to continue this Agreement as amended each fiscal year through  
8 its term, to pay all payments due, and to fully and promptly perform all of the obligations of the  
9 CITY under this Agreement. All obligations of the CITY shall be paid only out of current  
10 revenues or any other funds lawfully available therefore and appropriated for such purpose by  
11 the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the  
12 event that the City of Austin cannot meet its funding obligations, as provided in the State  
13 Constitution, this entire Agreement becomes null and void

14

**APPENDIX A-1**  
City of Austin Police Pay Schedule - Fiscal Year 2008-09

40 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	\$24,446	\$27,433	\$30,279	\$30,279	\$30,279	\$30,279	\$32,397	\$32,397	\$32,397	\$32,397	\$34,666	\$34,666
17050	MO	\$4,237	\$4,755	\$5,248	\$5,248	\$5,248	\$5,248	\$5,616	\$5,616	\$5,616	\$5,616	\$6,009	\$6,009
P02	YR	\$50,848	\$57,061	\$62,979	\$62,979	\$62,979	\$62,979	\$67,386	\$67,386	\$67,386	\$67,386	\$72,104	\$72,104
CORPORAL /													
DETECTIVE	HR				\$33,003	\$33,003	\$35,313	\$35,313	\$35,313	\$35,313	\$37,786	\$37,786	\$37,786
17025	MO				\$5,721	\$5,721	\$6,121	\$6,121	\$6,121	\$6,121	\$6,550	\$6,550	\$6,550
P07	YR				\$68,646	\$68,646	\$73,452	\$73,452	\$73,452	\$73,452	\$78,594	\$78,594	\$78,594
SERGEANT	HR							\$38,491	\$38,491	\$38,491	\$41,186	\$41,186	\$41,186
17070	MO							\$6,672	\$6,672	\$6,672	\$7,139	\$7,139	\$7,139
P08	YR							\$80,061	\$80,061	\$80,061	\$85,666	\$85,666	\$85,666
LIEUTENANT	HR									\$44,265	\$47,363	\$47,363	\$47,363
17045	MO									\$7,673	\$8,210	\$8,210	\$8,210
P09	YR									\$92,070	\$98,515	\$98,515	\$98,515
COMMANDER	HR											\$54,768	\$54,768
17018	MO											\$9,493	\$9,493
P10	YR											\$113,917	\$113,917
NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet \$15.385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL													

GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	\$34,666	\$37,092	\$37,092	\$39,689	\$39,689	\$39,689	\$39,689	\$39,689	\$39,689	\$39,689	\$39,689	\$39,689
17050	MO	\$6,009	\$6,429	\$6,429	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879
P02	YR	\$72,104	\$77,151	\$77,151	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553
CORPORAL /													
DETECTIVE	HR	\$37,786	\$40,430	\$40,430	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261
17025	MO	\$6,550	\$7,008	\$7,008	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499
P07	YR	\$78,594	\$84,095	\$84,095	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983
SERGEANT	HR	\$41,186	\$44,068	\$44,068	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153
17070	MO	\$7,139	\$7,638	\$7,638	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173
P08	YR	\$85,666	\$91,661	\$91,661	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078
LIEUTENANT	HR	\$47,363	\$50,679	\$50,679	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227
17045	MO	\$8,210	\$8,784	\$8,784	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399
P09	YR	\$98,515	\$105,412	\$105,412	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791
COMMANDER	HR	\$54,768	\$58,601	\$58,601	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703
17018	MO	\$9,493	\$10,158	\$10,158	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869
P10	YR	\$113,917	\$121,891	\$121,891	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423
NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet \$15.385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL													

**APPENDIX B-1**  
**City of Austin Police Pay Schedule - Fiscal Year 2009-10**

**40 Hour Week**

GRADE PAYSTEP YEAR		A	B	C	D	E	F	G	H	I	J	K	L	M
		10 BASE	20 1	30 2	40 3	50 4	60 5	70 6	80 7	90 8	100 9	110 10	120 11	130 12
OFFICER	HR	\$24,446	\$27,433	\$30,279	\$30,279	\$30,279	\$30,279	\$32,397	\$32,397	\$32,397	\$32,397	\$34,666	\$34,666	\$34,666
17050	MO	\$4,237	\$4,755	\$5,248	\$5,248	\$5,248	\$5,248	\$5,616	\$5,616	\$5,616	\$5,616	\$6,009	\$6,009	\$6,009
P02	YR	\$50,848	\$57,061	\$62,979	\$62,979	\$62,979	\$62,979	\$67,386	\$67,386	\$67,386	\$67,386	\$72,104	\$72,104	\$72,104
CORPORAL /														
DETECTIVE	HR					\$33,003	\$33,003	\$35,313	\$35,313	\$35,313	\$35,313	\$37,786	\$37,786	\$37,786
17025	MO					\$5,721	\$5,721	\$6,121	\$6,121	\$6,121	\$6,121	\$6,550	\$6,550	\$6,550
P07	YR					\$68,646	\$68,646	\$73,452	\$73,452	\$73,452	\$73,452	\$78,594	\$78,594	\$78,594
SERGEANT	HR								\$38,491	\$38,491	\$38,491	\$41,186	\$41,186	\$41,186
17070	MO								\$6,672	\$6,672	\$6,672	\$7,139	\$7,139	\$7,139
P08	YR								\$80,061	\$80,061	\$80,061	\$85,666	\$85,666	\$85,666
LIEUTENANT	HR										\$44,265	\$47,363	\$47,363	\$47,363
17045	MO										\$7,673	\$8,210	\$8,210	\$8,210
P09	YR										\$92,070	\$98,515	\$98,515	\$98,515
COMMANDER	HR												\$54,768	\$54,768
17018	MO												\$9,493	\$9,493
P10	YR												\$113,917	\$113,917
NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.														
Police Cadet \$15.385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL														
GRADE PAYSTEP YEAR		N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		140 13	150 14	160 15	170 16	180 17	190 18	200 19	210 20	220 21	230 22	240 23	250 24	260 25
OFFICER	HR	\$34,666	\$37,092	\$37,092	\$39,669	\$39,669	\$39,669	\$39,669	\$39,669	\$39,669	\$39,669	\$39,669	\$39,669	\$39,669
17050	MO	\$6,009	\$6,429	\$6,429	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879	\$6,879
P02	YR	\$72,104	\$77,151	\$77,151	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553	\$82,553
CORPORAL /														
DETECTIVE	HR	\$37,786	\$40,430	\$40,430	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261	\$43,261
17025	MO	\$6,550	\$7,008	\$7,008	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499	\$7,499
P07	YR	\$78,594	\$84,095	\$84,095	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983	\$89,983
SERGEANT	HR	\$41,186	\$44,068	\$44,068	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153	\$47,153
17070	MO	\$7,139	\$7,638	\$7,638	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173	\$8,173
P08	YR	\$85,666	\$91,661	\$91,661	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078	\$98,078
LIEUTENANT	HR	\$47,363	\$50,679	\$50,679	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227	\$54,227
17045	MO	\$8,210	\$8,784	\$8,784	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399	\$9,399
P09	YR	\$98,515	\$105,412	\$105,412	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791	\$112,791
COMMANDER	HR	\$54,768	\$58,601	\$58,601	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703	\$62,703
17018	MO	\$9,493	\$10,158	\$10,158	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869
P10	YR	\$113,917	\$121,891	\$121,891	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423	\$130,423
NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.														
Police Cadet \$15.385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL														
Year 2: As of the amended contract, the Austin Police Association agrees to no increase for FY 2009-10.														

**APPENDIX B-2**  
City of Austin Police Pay Schedule - Fiscal Year 2010-11

**40 Hour Week**

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

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.  
Police Cadet \$15,385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL.

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

NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.  
Police Cadet \$15,385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL.

Year 3: 3.0% effective first pay period FY 2010-2011

**APPENDIX B-3**  
City of Austin Police Pay Schedule - Fiscal Year 2011-12

40 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	\$25,935	\$29,104	\$32,122	\$32,122	\$32,122	\$32,122	\$34,370	\$34,370	\$34,370	\$34,370	\$36,777	\$36,777
17050	MO	\$4,495	\$5,045	\$5,568	\$5,568	\$5,568	\$5,568	\$5,957	\$5,957	\$5,957	\$5,957	\$6,375	\$6,375
P02	YR	\$53,945	\$60,536	\$66,815	\$66,815	\$66,815	\$66,815	\$71,490	\$71,490	\$71,490	\$71,490	\$76,495	\$76,495
CORPORAL /													
DETECTIVE	HR				\$35,013	\$35,013	\$37,464	\$37,464	\$37,464	\$37,464	\$40,087	\$40,087	\$40,087
17025	MO				\$6,069	\$6,069	\$6,494	\$6,494	\$6,494	\$6,494	\$6,948	\$6,948	\$6,948
P07	YR				\$72,827	\$72,827	\$77,925	\$77,925	\$77,925	\$77,925	\$83,380	\$83,380	\$83,380
SERGEANT	HR							\$40,835	\$40,835	\$40,835	\$43,694	\$43,694	\$43,694
17070	MO							\$7,078	\$7,078	\$7,078	\$7,574	\$7,574	\$7,574
P08	YR							\$84,937	\$84,937	\$84,937	\$90,883	\$90,883	\$90,883
LIEUTENANT	HR									\$46,960	\$50,248	\$50,248	\$50,248
17045	MO									\$9,140	\$8,710	\$8,710	\$8,710
P09	YR									\$97,678	\$104,515	\$104,515	\$104,515
COMMANDER	HR											\$58,103	\$58,103
17018	MO											\$10,071	\$10,071
P10	YR											\$120,855	\$120,855
NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet \$15.385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL													
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	\$36,777	\$39,351	\$39,351	\$42,106	\$42,106	\$42,106	\$42,106	\$42,106	\$42,106	\$42,106	\$42,106	\$42,106
17050	MO	\$6,375	\$6,821	\$6,821	\$7,298	\$7,298	\$7,298	\$7,298	\$7,298	\$7,298	\$7,298	\$7,298	\$7,298
P02	YR	\$76,495	\$81,849	\$81,849	\$87,581	\$87,581	\$87,581	\$87,581	\$87,581	\$87,581	\$87,581	\$87,581	\$87,581
CORPORAL /													
DETECTIVE	HR	\$40,087	\$42,892	\$42,892	\$45,896	\$45,896	\$45,896	\$45,896	\$45,896	\$45,896	\$45,896	\$45,896	\$45,896
17025	MO	\$6,948	\$7,435	\$7,435	\$7,955	\$7,955	\$7,955	\$7,955	\$7,955	\$7,955	\$7,955	\$7,955	\$7,955
P07	YR	\$83,380	\$89,216	\$89,216	\$95,463	\$95,463	\$95,463	\$95,463	\$95,463	\$95,463	\$95,463	\$95,463	\$95,463
SERGEANT	HR	\$43,694	\$46,752	\$46,752	\$50,025	\$50,025	\$50,025	\$50,025	\$50,025	\$50,025	\$50,025	\$50,025	\$50,025
17070	MO	\$7,574	\$8,104	\$8,104	\$8,671	\$8,671	\$8,671	\$8,671	\$8,671	\$8,671	\$8,671	\$8,671	\$8,671
P08	YR	\$90,883	\$97,243	\$97,243	\$104,051	\$104,051	\$104,051	\$104,051	\$104,051	\$104,051	\$104,051	\$104,051	\$104,051
LIEUTENANT	HR	\$50,248	\$53,765	\$53,765	\$57,529	\$57,529	\$57,529	\$57,529	\$57,529	\$57,529	\$57,529	\$57,529	\$57,529
17045	MO	\$8,710	\$9,319	\$9,319	\$9,972	\$9,972	\$9,972	\$9,972	\$9,972	\$9,972	\$9,972	\$9,972	\$9,972
P09	YR	\$104,515	\$111,832	\$111,832	\$119,660	\$119,660	\$119,660	\$119,660	\$119,660	\$119,660	\$119,660	\$119,660	\$119,660
COMMANDER	HR	\$58,103	\$62,170	\$62,170	\$66,522	\$66,522	\$66,522	\$66,522	\$66,522	\$66,522	\$66,522	\$66,522	\$66,522
17018	MO	\$10,071	\$10,776	\$10,776	\$11,530	\$11,530	\$11,530	\$11,530	\$11,530	\$11,530	\$11,530	\$11,530	\$11,530
P10	YR	\$120,855	\$129,314	\$129,314	\$138,366	\$138,366	\$138,366	\$138,366	\$138,366	\$138,366	\$138,366	\$138,366	\$138,366
NOTES: MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet \$15.385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL													
Year 4: As of the amended contract, option year becomes a contractual year. 3.0% effective first pay period FY 2011-12. If majority of non-public safety employees receive a wage increase of more than 3.0% for FY 2011-12, the 3.0% increase shall be increased to the base wage increase received by the majority of employees.													

**APPENDIX B-4**  
City of Austin Police Pay Schedule - Fiscal Year 2012-13

40 Hour Week													
GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	\$26,713	\$29,977	\$33,086	\$33,086	\$33,086	\$33,086	\$35,401	\$35,401	\$35,401	\$35,401	\$37,880	\$37,880
17050	MO	\$4,630	\$5,196	\$5,735	\$5,735	\$5,735	\$5,735	\$6,136	\$6,136	\$6,136	\$6,136	\$6,566	\$6,566
P02	YR	\$55,563	\$62,352	\$68,819	\$68,819	\$68,819	\$68,819	\$73,635	\$73,635	\$73,635	\$73,635	\$78,790	\$78,790
CORPORAL /													
DETECTIVE	HR				\$36,063	\$36,063	\$38,588	\$38,588	\$38,588	\$38,588	\$41,289	\$41,289	\$41,289
17025	MO				\$6,251	\$6,251	\$6,689	\$6,689	\$6,689	\$6,689	\$7,157	\$7,157	\$7,157
P07	YR				\$75,011	\$75,011	\$80,263	\$80,263	\$80,263	\$80,263	\$85,882	\$85,882	\$85,882
SERGEANT	HR							\$42,060	\$42,060	\$42,060	\$45,005	\$45,005	\$45,005
17070	MO							\$7,290	\$7,290	\$7,290	\$7,801	\$7,801	\$7,801
P08	YR							\$87,485	\$87,485	\$87,485	\$93,609	\$93,609	\$93,609
LIEUTENANT	HR									\$48,369	\$51,755	\$51,755	\$51,755
17045	MO									\$8,384	\$8,971	\$8,971	\$8,971
P09	YR									\$100,608	\$107,650	\$107,650	\$107,650
COMMANDER	HR											\$59,846	\$59,846
17018	MO											\$10,373	\$10,373
P10	YR											\$124,480	\$124,480
<b>NOTES: MONTH &amp; ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.</b>													
<b>Police Cadet \$15,385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL</b>													
GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	\$37,880	\$40,531	\$40,531	\$43,369	\$43,369	\$43,369	\$43,369	\$43,369	\$43,369	\$43,369	\$43,369	\$43,369
17050	MO	\$6,566	\$7,025	\$7,025	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517	\$7,517
P02	YR	\$78,790	\$84,305	\$84,305	\$90,208	\$90,208	\$90,208	\$90,208	\$90,208	\$90,208	\$90,208	\$90,208	\$90,208
CORPORAL /													
DETECTIVE	HR	\$41,289	\$44,179	\$44,179	\$47,273	\$47,273	\$47,273	\$47,273	\$47,273	\$47,273	\$47,273	\$47,273	\$47,273
17025	MO	\$7,157	\$7,658	\$7,658	\$8,194	\$8,194	\$8,194	\$8,194	\$8,194	\$8,194	\$8,194	\$8,194	\$8,194
P07	YR	\$85,882	\$91,892	\$91,892	\$98,327	\$98,327	\$98,327	\$98,327	\$98,327	\$98,327	\$98,327	\$98,327	\$98,327
SERGEANT	HR	\$45,005	\$48,154	\$48,154	\$51,525	\$51,525	\$51,525	\$51,525	\$51,525	\$51,525	\$51,525	\$51,525	\$51,525
17070	MO	\$7,801	\$8,347	\$8,347	\$8,931	\$8,931	\$8,931	\$8,931	\$8,931	\$8,931	\$8,931	\$8,931	\$8,931
P08	YR	\$93,609	\$100,161	\$100,161	\$107,173	\$107,173	\$107,173	\$107,173	\$107,173	\$107,173	\$107,173	\$107,173	\$107,173
LIEUTENANT	HR	\$51,755	\$55,378	\$55,378	\$59,255	\$59,255	\$59,255	\$59,255	\$59,255	\$59,255	\$59,255	\$59,255	\$59,255
17045	MO	\$8,971	\$9,599	\$9,599	\$10,271	\$10,271	\$10,271	\$10,271	\$10,271	\$10,271	\$10,271	\$10,271	\$10,271
P09	YR	\$107,650	\$115,187	\$115,187	\$123,250	\$123,250	\$123,250	\$123,250	\$123,250	\$123,250	\$123,250	\$123,250	\$123,250
COMMANDER	HR	\$59,846	\$64,035	\$64,035	\$68,518	\$68,518	\$68,518	\$68,518	\$68,518	\$68,518	\$68,518	\$68,518	\$68,518
17018	MO	\$10,373	\$11,099	\$11,099	\$11,876	\$11,876	\$11,876	\$11,876	\$11,876	\$11,876	\$11,876	\$11,876	\$11,876
P10	YR	\$124,480	\$133,193	\$133,193	\$142,517	\$142,517	\$142,517	\$142,517	\$142,517	\$142,517	\$142,517	\$142,517	\$142,517
<b>NOTES: MONTH &amp; ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.</b>													
<b>Police Cadet \$15,385 HOURLY, \$2,667 MONTHLY, \$32,001 ANNUAL</b>													
Year 5: 3.0% effective first pay period FY 2012-13. If majority of non-public safety employees receive a wage increase of more than 3.0% for FY 2012-13, the 3.0% increase shall be increased to the base wage increase received by the majority of employees.													