RESOLUTION NO. 20151210-012

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 2013 negotiation teams for the City 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 Council ratified the Agreement by a majority vote of Council on June 27, 2013; and

WHEREAS, the Agreement became effective on October 1, 2013; and

WHEREAS, in previous years, the Austin Police Department has reassigned over 15,000 man hours of on-duty law enforcement personnel to the downtown area due to the increased public safety needs of the downtown area during the spring festival season; and

WHEREAS, this increased public safety need has necessitated the temporary reassignment of on-duty public safety resources, including resources from numerous other police units; and
WHEREAS, the Austin Police Association and the City agreed to negotiate for amendments to the current Agreement to establish a framework for public safety needs during the spring festival season for future years; and

WHEREAS, a significant number of police officers employed by the Austin Police Department do not reside within the City limits of Austin; and

WHEREAS, to enhance community policing, the Austin Police Association and the City agreed to negotiate for an amendment to the current Agreement to establish a framework for the Council to authorize officer residency incentive pay, and

WHEREAS, the Austin Police Association and the City engaged in negotiations to amend the existing Agreement and agreed upon amendments to the Agreement as set forth in the highlighted portions of Exhibit “A;” and

WHEREAS, the Austin Police Association membership has ratified the amendments to the Agreement by a majority vote; NOW, THEREFORE,

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

The Council ratifies the “Amendment to Agreement Between the City of Austin and the Austin Police Association” in the form of attached Exhibit “A,” said Amendments to the Agreement to be effective on December 10, 2015, and authorizes the City Manager to execute the Amendments to the Agreement.

ADOPTED: December 10, 2015 ATTEST: Jannette S. Goodall
Jannette S. Goodall
City Clerk
Exhibit "A"

AMENDMENT TO AGREEMENT

BETWEEN

THE CITY OF AUSTIN

AND

THE AUSTIN POLICE ASSOCIATION
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, 2013 (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 1. Base Wages

a) For Fiscal Year 2013-2014

Effective with the first pay period of Fiscal Year 2013-2014, the pay scale attached hereto as Appendix A-1 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 1.5% increase to base wages.

b) For Fiscal Year 2014-2015

Effective with the first pay period of Fiscal Year 2014-2015, the pay scale attached hereto as Appendix A-2 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 1.0% increase to base wages.

c) For Fiscal Year 2015-2016

Effective with the first pay period of Fiscal Year 2015-2016, the pay scale attached hereto as Appendix A-3 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 1.0% increase in base wages.

d) For Fiscal Year 2016-2017

Effective with the first pay period of Fiscal Year 2016-2017, the pay scale attached hereto as Appendix A-4 shall apply to all Officers covered by this AGREEMENT. The pay scale reflects a 2.0% increase to base wages.

Section 2. Longevity Pay

Beginning with Fiscal Year 2013-2014 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 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, or 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.

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.

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.

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 or night 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 or night shift for a twenty eight (28) calendar day cycle, when the shift begins at or after 2:00 p.m., shall be entitled to three hundred dollars ($300.00) per month.

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 or college credit from an accredited college or university. An accredited college or
university is an institution of higher education that is accredited or authorized by the Southern
Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the
New England Association of Schools and Colleges, the North Central Association of Colleges
and Schools, the Northwest Association of Schools and Colleges, or the Western Association of
Schools and Colleges (Reference: TCLEOSE Rule 211.1(a)(3), as modified by the Commission
from time to time).

a) Certificate Pay

(1) Each Officer holding an Intermediate TCLEOSE Certificate shall be paid fifty
dollars ($50.00) per month. Each Officer holding an Advanced TCLEOSE Certificate shall be
paid one hundred dollars ($100.00) per month. Each Officer holding a Master TCLEOSE
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 shall be paid three hundred dollars
($300.00) per month.
Section 10. Shift Differential

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.

Section 11. 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 12. Work Furloughs

It is expressly agreed and understood that during the term of this AGREEMENT, Officers 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

Nothing in this AGREEMENT prohibits the Department from adopting a policy regarding leave for Officers required to provide essential services during severe weather or other emergencies.

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.
AMENDMENT SECTION 2:

Article 19 of the AGREEMENT is hereby amended to read as follows:

ARTICLE 19
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. The Chief shall create a joint committee with representatives appointed by the ASSOCIATION to evaluate hardship claims and to recommend action to the Assistant Chief.

Section 2. Requested Job Assignment Transfers

a) A list of all currently vacant positions throughout the Department will be maintained on the APD intranet and available for review by Officers. Absent exigent circumstances, a vacancy will be posted on the APD intranet as near as possible to 10 days prior to the application deadline.

b) A reasonable, good faith effort shall be made to post initial assignment vacancies. It is recognized and understood that notice cannot be sent for all backfill transfers resulting from the initial vacancies.

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 among 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, staffing shortages, 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 20 of this AGREEMENT, and any remedy shall be limited to requiring notice and review of the decision in accordance with this Article, and not any change in hours or days off.

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, staffing shortages, 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 20 of this AGREEMENT, and any remedy shall be limited to requiring notice and review 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)" means the following listed events only:
   ◆ Mardi Gras
   ◆ South by Southwest
   ◆ Texas Relays
   ◆ Halloween
   ◆ F-1 Race

(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.
"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.

"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) Department Overtime Policies

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

d) South by Southwest

(1) This subsection shall only apply to South by Southwest staffing assignments. The purpose of this subsection is to establish a two-year trial public safety staffing model for the 2016 and 2017 South by Southwest Events only, 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) Subject to subsection 4 below, 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) 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 20 of this AGREEMENT. This provision does not prohibit a dispute, claim, or complaint under Article 20 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, for productive hours worked in excess of 40 in a work week.

   e) Notice of Significant Schedule Change for Special Events

   b) Subject to subsection 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. Failure to utilize any part of these hours by December 31st of the year accrued will result in forfeiture of the accrued Administrative Leave hours.

   (2) An Officer subjected to a significant schedule change to perform duties at the 2016 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 by December 31st of the year accrued will result in forfeiture of the accrued Administrative Leave hours. An Officer subjected to a significant schedule change to perform duties at the 2017 South by Southwest Event will be provided notice of the schedule change pursuant to subsection e) (1) above.

   e) (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.

   d) (4) This subsection shall not apply to:

   (a) A significant schedule change caused, less than twenty-eight (28) days prior to
the Special Event (twenty-one (21) days prior to the 2016 South by Southwest Event), by the need to back-fill for an Officer who had previously been any law enforcement personnel assigned to work the Special Event pursuant to this Section received the advanced notice but who is not available for the assignment.

(2) (b) A significant schedule change caused, less than twenty-eight (28) days prior to the Special Event (twenty-one (21) days prior to the 2016 South by Southwest Event), by an unforeseen change in the schedule or scope of the Special Event.

e) 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.

g) 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.
AMENDMENT SECTION 3:

Article 21 of the AGREEMENT is hereby amended to read as follows:

ARTICLE 21
TERM OF AGREEMENT

Section 1. Term of Agreement

a) This AGREEMENT shall be effective as of the date it is ratified by the City Council, 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, 2017.

b) Any Amendment to this AGREEMENT shall be effective as of the date it is ratified by the City Council, 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, 2017.

bc) The provisions of this AGREEMENT, as amended, 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.

Section 2. Continuing Relationship

a) The parties acknowledge their longstanding history of successful Meet & Confer negotiations and their joint efforts to continue to build on the framework of each previous agreement. This AGREEMENT is the product of that relationship and negotiation history. This includes agreements on the issues which may require a contractual modification of existing civil service law (access to the 143.089(g) file, and release of defined reports from Independent Investigations and the CRP), agreements to outline the broad concepts of citizen oversight, and agreements which clarify rights which exist with or without the AGREEMENT. Other aspects of the CITY’S implementation of citizen oversight are its prerogatives under Texas law and the City Charter, and do not require contractual provisions. Both parties recognize that without the continued ability of the CITY to carry out citizen oversight, this agreement would not have been reached, either as to the economic issues or the additional provisions for the procedural protections of Officer’s rights.

b) In the event of any court order, judgment, Texas Attorney General’s opinion or arbitration decision brought or caused by Officers or the APA which substantially impairs oversight access to the 143.089(g) file, prevents release of the defined portions of reports of Independent Investigation and the CRP, invalidates the 180 tolling provision in Article 16, or impairs the CITY’S right to expedited arbitration as contemplated herein, the CITY may reopen negotiations to resolve and correct the issue or provide an alternate resolution. If a negotiated resolution of the issue is not achieved, the CITY may terminate this AGREEMENT after ninety (90) days written notice, and the parties may resume negotiations toward a successor agreement under the provisions Section 143.301 et.seq., of the Texas Local Government Code.
c) In the event of any court order, judgment, Texas Attorney General's opinion or arbitration decision brought or caused by the City of Austin or other party with standing under this AGREEMENT substantially impairs the provisions of Article 17 pertaining to Officer's rights, or which would allow full access to investigative evidence of Officer misconduct in the absence of a disciplinary decision imposed by the Chief, the APA may reopen negotiations to resolve and correct the issue or provide an alternate resolution. If a negotiated resolution of the issue is not achieved, the CITY may terminate this AGREEMENT after ninety (90) days written notice, and the parties may resume negotiations toward a successor agreement under the provisions Section 143.301 et.seq., of the Texas Local Government Code.

Section 3. 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 120 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) days after notice is given, unless the parties agree otherwise.

Section 4. Continuation During Negotiations

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

Section 5. Effect of Termination

a) In the event that a successor Agreement has not been ratified before the expiration date of this AGREEMENT (the expiration date of September 30, 2017, or any extended expiration date under Section 4 above), 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 6. Funding Obligations

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. 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. 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.