AGREEMENT

BETWEEN

THE CITY OF AUSTIN

AND

THE AUSTIN POLICE ASSOCIATION

EFFECTIVE October 1, 2008

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ARTICLE 1

PREAMBLE

Section 1. Date of Agreement

This Agreement made, entered into, and first effective this 1st day of October, 2008 (unless specific provisions or Exhibit terms set forth a later effective date) by and between the City of Austin, Texas, hereinafter referred to as the "CITY," and the Austin Police ASSOCIATION, hereinafter referred to as the "ASSOCIATION," and its terms shall be effective only until the expiration date of the Agreement, or as stipulated in this Agreement.

Section 2. Purpose of Agreement

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

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

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

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

ARTICLE 2

DEFINITIONS

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

1. "ASSOCIATION" means the Austin Police Association, and its officers and agents authorized to act on its behalf.

2. "Chief" means the Chief of Police of the Austin Police Department or his designee.

3. “Employer” or “CITY” means the City of Austin, Texas, the Austin Police Department and its officers, agents, managers, and others authorized to act on the CITY's behalf.

4. “HRD” means the City of Austin's Human Resources Department.

5. “Officer” means, all police officers, as the term is currently defined in Texas Local Government Code, Section 143.003 (5), and those hired under the provisions of this Agreement in the Austin Police Department, except the Head of the Department and, unless otherwise specified, Assistant Department Heads in the rank or classification immediately below that of the Department Head. The term also excludes cadets, civilian employees, retirees, and any other employees specifically exempted by the terms of this Agreement. Probationary officers are excluded from the coverage of Article 18 and cannot file grievances pursuant to Article 20 regarding disciplinary actions.

6. “Meet and Confer Statute” means Subchapter I of Chapter 143 of the Texas Local Government Code, Sections 143.301-143.313.

7. "Chapter 143" means Chapter 143 of the Texas Local Government Code.

8. “Authorized ASSOCIATION Representative” means a representative of the ASSOCIATION authorized by the ASSOCIATION's executive board to conduct business on behalf of the ASSOCIATION.

9. “Police Civil Service Commission” means the three (3) member Civil Service Commission appointed by the City Manager, pursuant to Section 143.006 of the Texas Local Government Code.

10. “Preemption” means to the extent that any provision of this article conflicts with or changes Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision, as authorized by Section 143.307 of the Texas Local Government Code.

11 “Business day” means a day on which the City conducts normal business. In addition, the day of the act, event or default after which a period of time begins to run is not included. The last day of the period is included unless it is a weekend or City observed holiday.

ARTICLE 3

RECOGNITION

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

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

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Retained Rights – General

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

Section 2. Retained Right of Independent Investigation

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

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

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

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

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

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

ARTICLE 5

NON-DISCRIMINATION

Section 1. Discrimination Prohibited

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

Section 2. Association Membership or Activity

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

Section 3. Association Fair Representation.

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

ARTICLE 6

UNION DUES, CHECK OFF AND INDEMNIFICATION

Section 1. Payroll Deductions and Union Dues

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

Section 2. Other Payroll Deductions

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

Section 3. Indemnification

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

Section 4. Effect of Contract Expiration

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

ARTICLE 7

WAGES AND BENEFITS

Section 1. 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 shall apply to all police officers covered by this Agreement. The pay scale reflects a 3.0% 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 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, the pay scale attached hereto as Appendix A-4 shall apply to all police officers covered by this Agreement. The pay scale reflects a 3.0% 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 more than 3.0% for Fiscal Year 2011-2012, the 3.0% base wage increase provided for in this Section shall be increased to the base wage increase received by the majority of non-public safety

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

Section 2. Longevity Pay

a) Longevity pay in the amount of ninety-six dollars ($96.00) per year of service, up to a maximum of 25 years, shall continue to 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. Beginning with Fiscal Year 2010-2011, longevity pay will be increased to one hundred dollars ($100.00) per year of service, up to a maximum of 25 years. 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.

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

Section 3. Retirement Contributions

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

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

c) 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.

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.

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

Section 8. Assistant Chiefs

a) 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.

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

Section 9. Clothing Allowance

During the term of this contract, 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 10. 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) 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.

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. Preemption

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

ARTICLE 8

OVERTIME, ON-CALL, COURT TIME AND CALL BACK

Section 1. Overtime

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

Section 2. On-call status

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

Section 3. Court time

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

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

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

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

Section 4. Call back

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

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

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

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

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Section 5. Preemption

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

ARTICLE 9

SPECIAL LEAVE PROVISIONS

Section 1. Emergency Leave

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

Section 2. Sick Leave Donation

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

Section 3. Payment of Sick Leave on Separation

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

Section 4. Administrative Leave

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

Section 5. Preemption

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

ARTICLE 10

HOLIDAYS, VACATION AND SICK LEAVE

Section 1. Christmas Holiday

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

Section 2. Seniority Standards

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

Section 3. Vacation Accrual Rate

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

Section 4. Accrual Caps for Vacation and Exception Vacation

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

Section 5. Sick Leave Accrual Rate

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

Section 6. Preemption

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

ARTICLE 11

ASSOCIATION BUSINESS LEAVE

Section 1. Time Off For Association Business

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

b) It is specifically understood and agreed that no Association pool time shall be utilized for legislative and/or political activities at the local, state, or national level that are contrary to the City's adopted legislative program. No Association pool time shall be

utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual officer's remaining vacation time by the officer for legislative and/or political activities.

Section 2. Establishment of Association Leave Time Pool

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

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

Section 3. Use of Association Business Leave Time Pool

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

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

Section 4. Indemnification

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

Section 5. Effect of Contract Expiration

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

ARTICLE 12

ASSOCIATION COMMUNICATION

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

Section 1. Guidelines for Association Bulletin Boards

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

a) There shall be no personal attacks or inflammatory statements.

b) All materials shall be directed toward dissemination of ASSOCIATION information.

c) Any concerns about the content of posted material shall be brought to the attention of the ASSOCIATION'S executive board for review and adjustment as soon as the concerns are noticed. The Chief shall direct the

objectionable material to be removed from the bulletin board until final determination.

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

ARTICLE 13

PROMOTIONS

Section 1. Corporal/Detective

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

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

a) Eligibility

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

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

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

(4) The first examination for the rank of Corporal/Detective will occur no later than March 31, 2009. Positions in the rank of Corporal/Detective shall be filled from an

eligibility list created by a promotional procedure consisting of a written examination conducted in accordance with this Article.

b) Scoring

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

Written examination points:
(See Section 5)

Maximum Exam Points	100
Maximum Education Points	2
Maximum Seniority Points	+15*
Total Maximum Points:	117**

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

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

c) Seniority

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

d) Education

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

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

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

points will be counted unless proper documentation is timely received by the Training Academy.

e) Preemption

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

Section 2. Sergeant

a) Promotional Procedure for Rank of Sergeant

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

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

b) Optional Technical Skills Evaluation

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

(2) The Evaluation will be administered by the Civil Service Commission immediately following the Written Examination and before the grading of the Written Examination. The candidate's written responses to the Evaluation will be sealed and held for scoring by assessors selected by the consultant based on the same criteria used for selecting Assessment Center assessors in Section 6 below. The candidate's written responses to the Evaluation will not be graded unless the candidate scored at least seventy percent (70%) on the Written Examination.

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

c) Scoring

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

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

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

PROMOTION ELIGIBILITY LIST FORMULA:

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

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

d) Seniority

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

e) Education

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

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

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

f) Preemption

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

Section 3. Lieutenant

a) Promotional Procedure for Rank of Lieutenant

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

b) Scoring

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

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

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

PROMOTION ELIGIBILITY LIST FORMULA:

(Written examination points + seniority points) / 115 x 100 x .50 adjustment factor

+

(Assessment Center Points + Education Points) / 102 x 100 x .50 adjustment factor

=

Total points for promotion list**

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

c) Seniority

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

d) Education

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

(i) Add 1.0 point for Bachelor Degree
(ii) Add 2.0 points for Masters Degree

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

c) Preemption

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

Section 4. Commanders

a) Promotional Procedure for Rank of Commander

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

b) Scoring

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

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

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

PROMOTION ELIGIBILITY LIST FORMULA:

(Written examination points + seniority points) / 115 x 100 x .50 adjustment factor

+

(Assessment Center Points + Education Points) / 102 x 100 x .50 adjustment factor

=

Total points for promotion list**

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

c) Seniority

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

d) Education

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

(i) Add 1.0 point for Bachelor Degree
(ii) Add 2.0 points for Masters Degree

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

e) Preemption

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

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

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

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

Section 6. Assessment Center Process for Promotion to the Ranks of Sergeant, Lieutenant or Commander.

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

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

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

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

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

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

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

(1) Active duty, sworn officers of similar rank to the promotion, or above, from cities with a population of 200,000 or greater;

(2) Shall not reside in Austin;

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

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

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

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

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

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

h) Preemption

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

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

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

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

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

d) Preemption

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

Section 8. Appeals Criteria Committee

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

a) Three (3) members appointed by ASSOCIATION, each having taken at least one (1) promotional exam;

b) Two (2) members appointed by the Chief of Police, each having taken at least one (1) promotional exam;

c) One (1) member appointed by the Director of the Human Resources Department; and

d) One (1) member appointed by the Chair of the Police Civil Service Commission.

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

Section 9. Appeal Process After Written Examination

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

Section 10. Review by Employee Review Committee

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

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

One (1) member appointed by HRD.

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

Section 11. Time Limit to Fill Vacant Positions

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

Section 12. Committee on the Assessment Center Process

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

Section 13. Military Promotions/Demotions

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

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

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

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

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

Section 14. Vacancy Created by Indefinite Suspension

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

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

Section 15. Reinstatement List

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

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

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

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

Section 16. Effect of Contract Expiration

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

a) All promotional eligibility lists created during this agreement; and

b) All reinstatement lists created pursuant to this Article.

Section 17. Preemption

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

ARTICLE 14

HIRING PROCESSES

Part A. Application of Chapter 143 Processes

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

Part B. Initial Hiring Process

Section 1. Submission of Proper Application

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

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

Section 2. Maximum Age of Applicants.

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

Section 3. Screening and Testing of Applicants

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

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

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

Section 4. Police Internship Program

The Department may create and implement a Police Internship Program for individuals who are interested in becoming Austin Police officers. Anyone hired into the Internship Program must pass the same screening and testing procedures as applicants for the position of Police Cadet, either at the beginning or at the end of their participation in the Program. The duration of the Police Internship Program will be at least the equivalent of a college semester. Any intern who successfully completes the Police Internship Program shall be placed at the top of the current or next eligibility list for hire

as a Police Cadet. Up to twenty-five percent (25%) of each Police Academy class may consist of interns who successfully completed the Police Internship Program.

Section 5. Effect on Present Cadet Classes

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

Section 6. Probationary Period

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

Part C. Modified Hiring Process

Section 1. Applicability

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

Section 2. Eligibility Requirements

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

(1) At the time of application, each applicant must be actively employed as a police officer for a municipal, county, or state law enforcement agency that handles a full array of urban police work. Each applicant must have a total of at least three years of active service as a police officer for one or more municipal, county, or state law enforcement agency. Employment by or experience with a school or university law enforcement agency is not acceptable.

2) Each applicant shall hold a current peace officer license from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) or shall meet criteria established by the Chief for obtaining the TCLEOSE license.

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

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

Section 3. Selection and Placement

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

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

Section 4. Training and Probation

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

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

Section 5. Civil Service Status

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

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

Section 6. Pay and Seniority

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

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

Section 7. Promotional Eligibility

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

Section 8. Implementation

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

Part D. Additional Provisions

Section 1. Benefit of the Bargain

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

Section 2. Defense of Actions

In the event an applicant files an action against the CITY and the ASSOCIATION on account of the operation of Article 14, the City agrees to jointly defend on behalf of both parties the validity of this provision adopted by both parties, with counsel of the CITY's choice. This provision does not preclude the

ASSOCIATION from retaining its own defense counsel, at its expense and the CITY shall reasonably cooperate with counsel designated by the ASSOCIATION to participate.

Section 3. Effect of Contract Expiration

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

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

b) The length of the "at will" probationary period for individuals in that status prior to the expirations of this Agreement;

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

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

Section 4. Preemption

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

ARTICLE 15

DRUG TESTING

Section 1. Commitment to an Effective Drug Interdiction Program

The CITY and the ASSOCIATION agree that officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of the officers and the public to ensure that officers are not substance impaired. In order to further their joint interest in protecting officers and the public, the CITY and the ASSOCIATION agree to mandatory drug testing as described in this section. The CITY and the ASSOCIATION have a mutual interest in ensuring that drug impaired officers do not perform law enforcement duties. The CITY and the ASSOCIATION are committed

to the principle that the mandatory drug testing policy for officers is designed and shall be administered to result in disciplinary action only against those officers who have violated the Police Department's rules, regulations, policies and procedures.

Section 2. Random Testing

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

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

Section 3. Assurance of Accurate Results

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

1. Initial screening test.
2. Confirmation test.

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

The CITY and the ASSOCIATION agree that only an appropriately certified laboratory should conduct drug testing. The laboratory selected shall be experienced and capable of quality control documentation, chain of custody and have a demonstrated technical expertise and proficiency in urine analysis and shall comply with all requirements of an appropriately certified laboratory. The CITY shall require any laboratory selected for collecting samples to conduct a background investigation on those laboratory personnel involved in the collecting or handling of an unsealed sample. In addition, the CITY shall require any laboratory involved in collecting samples to use only employees who have not been arrested by officers of the Austin Police Department or

convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in collecting or handling of an unsealed sample collected from an officer. In the event that the laboratory that collects the initial samples is not the same laboratory that conducts the actual testing of those samples, only the laboratory that collects the initial samples must comply with the background and criminal history provision of this Agreement. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in a positive test result.

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

Section 4. Testing on Reasonable Suspicion

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

a) An officer is presently using or under the influence of illegal drugs or inhalants

b) An officer has possession of illegal drugs or inhalants

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

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

Section 5. Definitions

For the purposes of this Article:

"Drug testing" shall be defined as the compulsory production and submission of a urine sample by an officer for chemical analysis to detect the presence of prohibited drug usage, in connection with the random testing process set forth herein; and production or

submission of urine, blood, or hair sample for a required test based on the reasonable suspicion standards set forth herein.

ARTICLE 16

CITIZEN OVERSIGHT OF THE AUSTIN POLICE DEPARTMENT

Section 1. Citizen Oversight

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

b) The purpose of Citizen Oversight is:

1. To assure timely, fair, impartial, and objective administrative review of complaints against police officers, while protecting the individual rights of officers and citizens;

2. To provide an independent and objective review of the policies and procedures of the Austin Police Department; and

3. To provide a primary, but not exclusive, location for accepting administrative complaints of officer misconduct.

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

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

remain subject to orders or subpoenas to appear and provide testimony or evidence in such investigations or hearings.

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

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

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

1. The complainant's personal information;

2. The nature of the complaint;

3. Witness information;

4. The incident location, date, and time; and

5. The APD officer(s) involved.

c) The OPM shall digitally audio record the taking of the information provided in subsection (b). The OPM will promptly forward the completed complaint and audio recording to IAD. A complaint by a complainant who is not a police officer shall not be accepted unless the complainant verifies the complaint in writing before a public officer who is authorized by law to take statements under oath. A complainant may be subsequently interviewed by the IAD investigator for purposes of clarification or to obtain additional information relevant to the investigation.

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

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

f) Neither the Police Monitor nor the Internal Affairs Representative(s) may remain in the Dismissal Review Hearing (or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct) while the chain of command discusses the final classification and/or appropriate discipline, if any, to be imposed. The final classification of an allegation of misconduct is within the sole discretion of the Chief of Police, subject to the officer's right of appeal of any discipline imposed as provided by Chapter 143 of the Texas Local Government Code and this agreement.

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

Section 3. Citizen Review Panel ("Panel")

a) Function

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

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

b) Qualifications

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

c) Training

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

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

a. Special Investigations Unit;

b. Officer Involved Shootings;
c. Response to resistance;
d. The Police Training Academy;
e. Crisis Intervention Team;
f. Firearms, including FATS training;
g. Bomb and SWAT;
h. Ride-outs on at least two shifts in different parts of the City; and
i. A presentation by the Association.

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

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

d) Resign to Run

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

e) Panel Review Process

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

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

a. A "Critical Incident" as defined this Article;

b. The appearance of a pattern of serious misconduct by the officer involved;

c. The appearance of a pattern of department-wide misconduct;

d. The appearance of serious official misconduct by one or more members of the Department;

e. The appearance of bias based misconduct; or

f. The appearance of issue(s) to be addressed by policy, procedure, or training recommendations.

f) Nature of Proceedings

(1) The review of any case by the Panel shall not be conducted as a hearing or trial. Except for the receipt of public input/communications as provided by this Section or an Independent Investigation authorized by this Article, the Panel shall not gather evidence, contact or interview witnesses, or otherwise independently investigate a complaint. The Panel shall not have the authority to subpoena witnesses. There shall be no administrative requirement, including but not limited to an order from the City Manager or the Department, that a police officer appear or present evidence to the Panel. The Panel shall immediately forward any information or evidence of which it becomes aware to the Chief of Police through the Police Monitor.

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

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

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

g) Private Session

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

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

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

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

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

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

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

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

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

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

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

h) Public Session and Comments

(1) After any address by the complainant and/or responding police officer, the Panel shall meet in public session to receive any additional public input/communications concerning the case under review. During the public session, the Police Monitor shall take precautions to prevent discussion of the facts of the particular case and to prevent the public session from being used as a forum to gather evidence, interview witnesses, or otherwise independently investigate a complaint. Any individual who indicates that he has new or additional evidence concerning the particular case shall be referred to the Chief of Police or his designee. The rules that apply to citizen communications with the City Council shall apply to the public session of the Panel meetings.

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

i) Deliberations

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

j) Action and Recommendations

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

a. Further investigation by the Department is warranted;

b. Department policies warrant review and/or change;

c. An “Independent Investigation” is warranted; or

d. A written, non-binding recommendation on discipline.

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

(2) After the Citizen Oversight process has been completed for a "critical incident," as that phrase is defined herein, the individuals involved in the Citizen Oversight process may make non-binding disciplinary recommendations to the Chief of Police. The final decision as to appropriate discipline is within the sole discretion of the Chief of Police, subject to the officer’s right of appeal of any discipline imposed as provided by Chapter 143 of the Texas Local Government Code and this agreement. The

objectives of the process being served by a written recommendation as to discipline, neither the OPM employees nor individual members of the Panel shall publicly express agreement or disagreement with the final disciplinary decision of the Chief, other than as set forth in the written recommendation. Any such recommendation shall not be publicly disclosed prior to the Chief's final decision. After the Chief of Police has made his final decision, any such citizen or internal monitor recommendations shall be subject to public disclosure to the extent permitted by law. Violation of this provision shall be subject to the dispute resolution process set forth in Section 7 of this Article, but a Panel member shall not be subject to permanent removal from the Panel except upon a second violation of this standard.

(3) For purposes of this Section, the term "Critical Incident" shall mean:

a. An alleged use of force or other action by an Austin Police Officer that directly results in serious bodily injury or death (The definition of "serious bodily injury" found in the Texas Penal Code, Section 1.07(a)(46) will apply.);

b. A death in custody; or

c. An officer involved shooting.

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

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

Section 4. Independent Investigation

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

(1) An employee of the City of Austin;

(2) An employee of the Office of the Police Monitor; or

(3) A volunteer member of the Panel.

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

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

Section 5. Public Report of Independent Investigation

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

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

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

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

1. A report setting forth the basis and concerns of the Panel supporting any recommendation for an Independent Investigation.

2. A report setting forth the Panel's conclusions and recommendations after its review of any Independent Investigation.

3. A report setting forth any policy recommendations made by the Panel.

4. A final report from an Independent Investigator, whether or not recommended by the Panel. This Section shall also apply to any Independent Investigation completed prior to ratification of this agreement.

Section 6. Public Communication

a) Except as permitted by this Agreement, employees of the OPM and members of the Panel shall not publicly comment on the specifics of pending complaints and investigations prior to a panel decision. All public comments and communications by the OPM shall be factual and demonstrate impartiality to individual police officers, the Austin Police Department, the Austin Police Association, employees of the City of Austin, residents of the City of Austin, and community groups.

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

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

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

Section 7. Dispute Resolution

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

b) Complaints concerning the conduct of Panel members shall be filed with the City Manager. If a signed complaint is filed alleging specific comments by a Panel member that violate the standards in subparagraph 6 (b) above, the Panel's consideration shall be postponed or the particular Panel member shall not participate, until the matter is finally resolved. A complaint may not be based on statements or conduct previously raised and found insufficient for disqualification. Only one of such Panel members may be temporarily disqualified under this provision on a particular case. The City Manager shall promptly determine the complaint. The Association may appeal from the decision of the City Manager through the expedited arbitration process in this agreement. If two (2) consecutive complaints are found insufficient on a particular Panel member, subsequent complaints on that Panel member shall not result in temporary removal, but upon final determination that there has been a violation, such member shall be subject to permanent removal. Nothing shall prevent the Chief from taking disciplinary action within the statutory time frame, under the provisions of Chapter 143, as modified by this agreement.

Section 8. Access to Section 143.089(g) Files

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

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

c) All individuals who have access by virtue of this agreement to IAD files or investigative information, including the information contained within the 143.089(g) files of police officers, shall be bound to the same extent as the Austin Police Department and the City of Austin to comply with the confidentiality provisions of this Agreement, Chapter 143 of the Texas Local Government Code, and the Texas Public Information Act. All such individuals shall further be bound to the same extent as the Austin Police

Department and the City of Austin to respect the rights of individual police officers under the Texas Constitution and the Fourth, Fifth, and Fourteenth Amendments to the U.S. Constitution, including not revealing information contained in a compelled statement protected by the doctrine set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), and *Spevack v. Klein*, 385 U.S. 511 (1967).

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

1. Shall be a basis for removal from office;

2. May subject the individual to criminal prosecution for offenses including, but not limited to Abuse of Official Capacity, Official Oppression, Misuse of Official Information, or the Texas Public Information Act; and/or

3. May subject the individual to civil liability under applicable State and Federal law.

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

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

Section 9. Use of Evidence from the Citizen Oversight Process in Disciplinary Appeals

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

Section 10. Partial Invalidation and Severance

In the event that a Court Order, Judgment, Texas Attorney General Opinion, or arbitration decision, which is final and non-appealable, or which is otherwise allowed to take effect, which order, judgment, opinion, or decision holds that the right of access to

the information contained within the 143.089(g) files of police officers granted by this Article or the public dissemination of information pursuant to this Article, results in "public information" status under the Texas Public Information Act of the information contained within the 143.089(g) files of a police officer, the provision or provisions resulting in such a change in the status of the 143.089(g) file shall be invalidated and severed from the balance of this Agreement.

Section 11. Remedies

a) Benefit of the Bargain

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

b) Expedited Arbitration

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

Section 12. Preemption

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

ARTICLE 17

PROTECTED RIGHTS OF OFFICERS

Section 1. Effect of Article

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

Section 2. Definitions

In this Article:

a) "Complaint" means any affidavit, administrative referral, or other document setting forth allegations or facts that may form the basis of future allegations of misconduct against an officer and which serves as the basis for initiating an investigation.

b) "Disciplinary Action" means suspension, indefinite suspension, demotion in rank, reprimand, or any combination of those actions.

c) "Investigation" means an administrative investigation of alleged misconduct by a police officer that could result in disciplinary action.

d) "Investigator" means an agent or employee of the Department or an Independent Investigator who participates in conducting an investigation.

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

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

Section 3. Compelled Testimony

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

Section 4. Access to Records by Officers

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

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

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

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

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

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

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

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

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

Section 5. Audio Taping of Dismissal Review Hearings

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

Section 6. Confidentiality of Records and Misuse of Information

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

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

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

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

Section 7. Right to Representation

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

Section 8. Violation of Officer's Rights

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

ARTICLE 18

DISCIPLINARY ACTIONS, DEMOTIONS AND APPEALS

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

a) Appealable and Non-Appealable Suspensions

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

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

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

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

b) **Arbitration Costs on Appealable Suspensions**

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

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

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

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

(1) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand two (2) years after the date the suspension was served on the officer if:

i. The officer does/did not have a sustained complaint for substantially similar conduct within two (2) years from the date the suspension was served on the officer.

(2) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand three (3) years after the date the suspension was served on the officer if:

i. The officer has been previously disciplined for substantially similar conduct, and;

ii. The officer does/did not have a sustained complaint for substantially similar conduct within the next three (3) years from the date the suspension was served on the officer.

(3) Any controversy over whether or not the prior conduct was substantially similar may be presented to an arbitrator under the other provisions of this Article.

(4) Suspensions of 1, 2, or 3 days that are/were appealed to the Civil Service Commission or a Hearing Examiner are not eligible for reduction to a written reprimand under this Agreement.

(5) Suspensions of 1, 2, or 3 days that are/were reduced to a written reprimand shall not be introduced, cited, or used in any manner in subsequent disciplinary suspensions or appeals as to that officer, but the original disciplinary decision is not covered by this Section as to contentions of disparate discipline by other officers.

(6) If the conditions set forth in subparts (a) or (b) are met, the Department shall notify the Civil Service Commission in writing that the temporary suspension has been reduced to a written reprimand. A copy of this document shall be included in the IAD investigative file, and the Department shall enter a notation in all disciplinary databases or records reflecting this change. The parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the Commission as required by LGC 143.052(c), or the IAD investigative file itself.

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

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

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

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

Section 4. Payment for Accrued Leave Upon Indefinite Suspension.

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

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

Section 5. Alternative Discipline by the Police Chief

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

Section 6. Alternative Discipline by Agreement

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

Section 7. Last Chance Agreement

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

(1) The officer will successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Police Chief.

(2) The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Police Chief approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan.

(3) The officer will agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the officer commits the same or a similar act of misconduct, the officer will be indefinitely suspended without right of appeal.

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

Section 8. Extending Disciplinary Deadline by Agreement

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

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

Section 9. Hearing Examiner Retained

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

Section 10. Hearing Examiner Provisions

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

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

It is expressly agreed that Police Civil Service Commission hearings and hearings before Hearing Examiners under 143.057 are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically it is understood that neither the Texas Rules of Evidence (TRE) or the Texas Rules of Court (TRC) apply to such hearings. If the Department calls a witness to testify during a hearing and that witness has given a statement to Internal Affairs regarding the pending case, then the

Department will provide a copy of that statement to the officer's counsel at the time the witness is called to testify.

Section 12. Procedures Before Hearing Examiners

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

a) The Department shall furnish the charge letter to the hearing examiner by delivering a copy to the AAA far enough in advance, so that the hearing examiner receives the copy at least five (5) days before the start of the hearing.

b) The officer may furnish a position statement to the hearing examiner by delivering copies to the AAA and to the Department far enough in advance, so that the hearing examiner and the Department receives the copies at least five (5) days before the start of the hearing.

c) At the close of the presentation of evidence, the hearing examiner shall conduct a post-hearing conference with counsel for the Department and the officer and advise counsel what issue(s) the hearing officer wants covered in post-hearing briefs. This does not preclude either party from briefing anything not requested by the hearing examiner.

d) Failure of the AAA to meet its obligations as set out in this Subsection does not jeopardize the hearing rights of either the City or the officer.

Section 13. Special Appeal Process for Demotions

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

(1) Demotions related to the return from military service of another officer;
(2) Demotions caused by a reduction in force;
(3) Demotions related to the reinstatement of another officer after recovery from a disability;
(4) Demotions from the rank of Assistant Chief of Police; or
(5) Demotions related to the reinstatement of another officer after indefinite suspension.

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

c) The officer may appeal the demotion by filing a written appeal notice with the Director of Civil Service within ten (10) days after the date of the demotion. The officer

may elect to appeal to an independent third-party Hearing Examiner selected in accordance with the provisions of Section 143.057 of the Local Government Code, as amended by this Agreement. The officer's election to appeal to a Hearing Examiner must be contained in the officer's initial notice of appeal.

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

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

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

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

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

Section 14. Substitution of Demotion for Indefinite Suspension

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

Section 15. Mediation

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

a) Mediation shall be an option offered to the complainant at the time the initial complaint is filed for minor nature complaints, such as rudeness.

b) For a complaint to proceed to mediation, both the officer and the complaining citizen must voluntarily agree.

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

Section 16. Effect of Contract Expiration

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

a) Any investigation assigned a Control Number by the Internal Affairs Division prior to the expiration of this Agreement;

b) Any disciplinary decision by the Chief prior to the expiration of this Agreement; or

c) Any appeals of such disciplinary action.

Section 17. Preemption

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

ARTICLE 19

ASSIGNMENT CHANGES

Section 1. Advance Notice of Assignment Changes.

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

Section 2. Requested Job Assignment Transfers.

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. The usual process shall be to post notice and reference to the APD bulletin board and City email. This notice may be sent out to all employees on alpha pager, as near as possible to ten (10) days before closing the application process whether or not you get it. It shall be satisfactory to send an "all page" notice whether or not each individual officer receives it. Oral or written reprimands shall not affect an employee's ability to apply for a transfer to a sought after position, but may be considered along with all other factors in making a selection among applicants. 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.

ARTICLE 20

AGREEMENT GRIEVANCE PROCEDURE

Section 1. Goals and Objectives

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

Section 2. Nature of Grievances

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

Section 3. Timelines

Any timeline or deadline provided in this Article may be extended by mutual written agreement of the parties involved at the particular step of the process where the timeline

applies. If any timeline or deadline for a decision is missed by the City, the grievance automatically proceeds to the next step in the process. If any timeline or deadline for a decision is missed by the Association, the grievance is considered to be resolved and dismissed.

Section 4. Steps of Grievance Procedure

The steps of this grievance procedure are as follows:

<u>Step 1</u>

a) Filing of Grievance

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

b) Response by Association Grievance Committee

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

<u>Step 2</u>

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

(1) A brief statement of the grievance and the facts or events upon which it is based;

(2) The section(s) of the Agreement alleged to have been violated;

(3) The steps taken, if any, by the grievant to resolve the issue; and

(4) A proposed resolution of the grievance.

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

Step 3

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

Step 4

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

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

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

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

Section 5. Election of Remedies

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

Section 6. Statutory Appeals and Hearings

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

ARTICLE 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, 2011.

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

Section 2. Additional Option Year

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

Section 3. 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. Rather than including in this agreement many of the details or the processes which were in former agreements, the parties have limited the provisions in this agreement to those that are necessary. 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), 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 the City may proceed with citizen oversight under this new agreement substantially as it has done under the prior agreement, and the City is entitled to the maintenance of those prior rights and prerogatives, although this agreement does not require the City to operate citizen oversight under the prior provisions, except to the extent now specified in this agreement. 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, 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 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 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 4. 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, 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 5. 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 6. 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, 2011, the extended expiration date of September 30, 2012, or any extended expiration date under Section 5 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) In the event of any temporary expiration of the prior agreement before the legally effective approval of this Agreement, this Agreement shall nevertheless control all matters and rights defined hereunder, in spite of any such interim lapse or gap, as if this Agreement had become immediately effective upon the expiration of the prior Agreement. This provision of the Agreement shall not require exhaustion of administrative remedies by any person claiming rights relating to it or asserting its validity.

c) 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 7. 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.

Article 22

Notices

Section 1. Association Notices

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

Section 2. City Notices

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

Section 3. Designation of Notice Recipients

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

Section 4. Timeliness of Mail Notice

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

Section 5. Adequacy of Email Notice

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

Section 6. Notice of Address Changes

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

ARTICLE 23

ENTIRE AGREEMENT

Section 1. Subjects and Issues

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

Section 2. Amendment of the Agreement

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

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

Section 3. Benefit of the Bargain

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

b) During the negotiation of this Agreement, the City and the Association have agreed on the stated enhancements to employee compensation and benefits, in reliance on the cost of those enhancements. Both parties acknowledge that this Agreement would not have been reached, as reflected in this document, if the cost to the City had been higher. In the event of any proceeding in which the Association asserts the right to additional compensation or pay enhancements based on the provisions of this Agreement, the

decision-maker shall consider the cost of the contractual pay and benefits enhancements as part of the mutual agreement and meeting of the minds that resulted in approval of this Agreement by both parties.

ARTICLE 24

SAVINGS CLAUSES

Section 1. Effect of Illegal Provision

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

Section 2. Preemption of Local Government Code and Other Provisions

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

Section 3. Change in Authorized Representative

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

ARTICLE 25

CONSOLIDATION OF PUBLIC SAFETY OFFICERS INTO APD

Section 1. Definitions

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

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

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

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

Section 2. Statement of Intent

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

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

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

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

Section 3. Basic Consolidation Provisions

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

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

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

Section 4. Selection and Training

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

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

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

Section 5. Civil Service Status

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

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

Section 6. Wages and Benefits

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

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

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

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

b) No later than thirty (30) calendar days after the effective date of this Article, the City will determine whether any PSEM law enforcement officers will incur a loss in pay

as a result of placement into the APD Base Salary Schedule and special pay program provided by Article 7. If the determination reflects a loss in pay for any officer during the first year of this Agreement, the officer will receive the difference in a lump sum payment no later than forty-five (45) calendar days after the effective date of this Article. If such a loss will occur for any PSEM officer during the second year of this Agreement, the officer will receive the difference in a lump sum payment at the beginning of the second year of this Agreement.

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

Section 7. Transfer of Leave and Compensatory Time Balances

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

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

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

Section 8. Payment of Accrued Sick Leave

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

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

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

c) An officer who was hired after October 1, 1986, who separates from the City after the effective date of this Article for any reason other than retirement will be paid for

accrued sick leave in accordance with Article 9 of this Agreement, but years of service with PSEM will not be counted as years of service with APD for purposes of the 10-year service requirement.

Section 9. Promotional Eligibility

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

Section 10. Conditions Precedent

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

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

(1) Increase the City's contribution rate for APRS to the amount determined by the System's actuary to fund the additional liabilities incurred by the System as a result of participating in the Proportionate Retirement Program; and

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

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

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

Section 11. Unified Command

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

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

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

Section 12. Grievances

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

1) That the City failed to properly apply the prescribed methodology of this Article in determining the proper placement of a PSEM officer in the APD Base Salary Schedule; or

2) That a PSEM officer was placed in the APD Base Salary Schedule above the pay step applicable to APD officers with sixteen (16) years of service.

Section 13. Preemption

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

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

CITY OF AUSTIN	AUSTIN POLICE ASSOCIATION
_____	_____
Marc A. Ott	George Vanderhule
City Manager	President

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	24.446	27.433	30.279	30.279	30.279	30.279	32.397	32.397	32.397	32.397	34.666	34.666	34.666
17050	MO	4,237	4,755	5,248	5,248	5,248	5,248	5,616	5,616	5,616	5,616	6,009	6,009	6,009
P02	YR	50,848	57,061	62,979	62,979	62,979	62,979	67,386	67,386	67,386	67,386	72,104	72,104	72,104
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	YEARLY	

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	34.666	37.092	37.092	39.689	39.689	39.689	39.689	39.689	39.689	39.689	39.689	39.689	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	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	9,170	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	110,040	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	YEARLY	

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	25.180	28.256	31.187	31.187	31.187	31.187	33.369	33.369	33.369	33.369	35.705	35.705	35.705
17050	MO	4,364	4,898	5,406	5,406	5,406	5,406	5,784	5,784	5,784	5,784	6,189	6,189	6,189
P02	YR	52,374	58,773	64,869	64,869	64,869	64,869	69,408	69,408	69,408	69,408	74,267	74,267	74,267
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	YEARLY	

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	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	9,170	9,681	9,681	9,681	9,681	9,681	9,681	9,681	9,681	9,681
P09	YR	101,471	108,575	108,575	110,040	116,175	116,175	116,175	116,175	116,175	116,175	116,175	116,175	116,175
COMMANDER	HR	56.411	60.359	60.359	64.584	64.584	64.584	64.584	64.584	64.584	64.584	64.584	64.584	64.584
17018	MO	9,778	10,462	10,462	11,195	11,195	11,195	11,195	11,195	11,195	11,195	11,195	11,195	11,195
P10	YR	117,335	125,547	125,547	134,336	134,336	134,336	134,336	134,336	134,336	134,336	134,336	134,336	134,336
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	

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

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	25.935	29.104	32.122	32.122	32.122	32.122	34.370	34.370	34.370	34.370	36.777	36.777	36.777
17050	MO	4,495	5,045	5,568	5,568	5,568	5,568	5,957	5,957	5,957	5,957	6,375	6,375	6,375
P02	YR	53,945	60,536	66,815	66,815	66,815	66,815	71,490	71,490	71,490	71,490	76,495	76,495	76,495
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										8,140	8,710	8,710	8,710
P09	YR										97,678	104,515	104,515	104,515
COMMANDER	HR												58.103	58.103
17018	MO												10,071	10,071
P10	YR												120,855	120,855
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	36.777	39.351	39.351	42.106	42.106	42.106	42.106	42.106	42.106	42.106	42.106	42.106	42.106
17050	MO	6,375	6,821	6,821	7,298	7,298	7,298	7,298	7,298	7,298	7,298	7,298	7,298	7,298
P02	YR	76,495	81,849	81,849	87,581	87,581	87,581	87,581	87,581	87,581	87,581	87,581	87,581	87,581
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	45.896
17025	MO	6,948	7,435	7,435	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955	7,955
P07	YR	83,380	89,216	89,216	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463	95,463
SERGEANT	HR	43.694	46.752	46.752	50.025	50.025	50.025	50.025	50.025	50.025	50.025	50.025	50.025	50.025
17070	MO	7,574	8,104	8,104	8,671	8,671	8,671	8,671	8,671	8,671	8,671	8,671	8,671	8,671
P08	YR	90,883	97,243	97,243	104,051	104,051	104,051	104,051	104,051	104,051	104,051	104,051	104,051	104,051
LIEUTENANT	HR	50.248	53.765	53.765	57.529	57.529	57.529	57.529	57.529	57.529	57.529	57.529	57.529	57.529
17045	MO	8,710	9,319	9,319	9,170	9,972	9,972	9,972	9,972	9,972	9,972	9,972	9,972	9,972
P09	YR	104,515	111,832	111,832	110,040	119,660	119,660	119,660	119,660	119,660	119,660	119,660	119,660	119,660
COMMANDER	HR	58.103	62.170	62.170	66.522	66.522	66.522	66.522	66.522	66.522	66.522	66.522	66.522	66.522
17018	MO	10,071	10,776	10,776	11,530	11,530	11,530	11,530	11,530	11,530	11,530	11,530	11,530	11,530
P10	YR	120,855	129,314	129,314	138,366	138,366	138,366	138,366	138,366	138,366	138,366	138,366	138,366	138,366
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	
Year 3: 3.0% effective first pay period FY 2010-11														

40 Hour Week

	GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
	PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
	YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
OFFICER	HR	26.713	29.977	33.086	33.086	33.086	33.086	35.401	35.401	35.401	35.401	37.880	37.880	37.880
17050	MO	4,630	5,196	5,735	5,735	5,735	5,735	6,136	6,136	6,136	6,136	6,566	6,566	6,566
P02	YR	55,563	62,352	68,819	68,819	68,819	68,819	73,635	73,635	73,635	73,635	78,790	78,790	78,790
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
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	

	GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
	PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
	YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
OFFICER	HR	37.880	40.531	40.531	43.369	43.369	43.369	43.369	43.369	43.369	43.369	43.369	43.369	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	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	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	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	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	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	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	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	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	59.255
17045	MO	8,971	9,599	9,599	9,170	10,271	10,271	10,271	10,271	10,271	10,271	10,271	10,271	10,271
P09	YR	107,650	115,187	115,187	110,040	123,250	123,250	123,250	123,250	123,250	123,250	123,250	123,250	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	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	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	142,517
NOTES:	MONTH & ANNUAL PAY RATES ARE APPROXIMATIONS DUE TO STATISTICAL ROUNDING.													
Police Cadet						15.385	HOURLY		2,667	MONTHLY		32,001	YEARLY	

Year 4: The City may elect to extend the Agreement for a 4th year, under the same terms and conditions, and if that option is excercised, the pay increase will be 3% effective the first pay period FY 2011-012.