

RESOLUTION NO. 20151210-012

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

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

WHEREAS, in 2013 negotiation teams for the City and the Austin Police Association engaged in negotiations and reached an agreement and submitted it to the Association membership and City Council for ratification; and

WHEREAS, the Austin Police Association membership ratified the Agreement by a majority vote and the Council ratified the Agreement by a majority vote of Council on June 27, 2013; and

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

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

WHEREAS, this increased public safety need has necessitated the temporary reassignment of on-duty public safety resources, including resources from numerous other police units; and

WHEREAS, the Austin Police Association and the City agreed to negotiate for amendments to the current Agreement to establish a framework for public safety needs during the spring festival season for future years; and

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

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

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

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

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

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

ADOPTED: December 10, 2015 **ATTEST:** 
Jannette S. Goodall
City Clerk

Exhibit "A"

AMENDMENT TO AGREEMENT

BETWEEN

THE CITY OF AUSTIN

AND

THE AUSTIN POLICE ASSOCIATION

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

AMENDMENT SECTION 1:

ARTICLE 7 WAGES AND BENEFITS

a) For Fiscal Year 2013-2014

b) For Fiscal Year 2014-2015

c) For Fiscal Year 2015-2016

d) For Fiscal Year 2016-2017

Section 2. Longevity Pay

2

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

6 7 **Section 3. Field Training Officer Pay**

8
9 Field training Officer (FTO) pay shall be paid at the effective rate of one hundred and
10 seventy five (\$175.00) per month to each Officer assigned in the FTO program, as selected
11 according to criteria established by the Chief. This payment shall not be made to Officers
12 assigned to the Training Division, or to the FTO Program Coordinator. Officers authorized to
13 train probationary patrol officers during their probationary period, and not a part of the FTO
14 program, will be compensated for the actual hours spent training.

15 16 **Section 4. Mental Health Certification Pay**

17
18 Mental Health Certification Pay shall be paid at the effective rate of one hundred and
19 seventy five dollars (\$175.00) per month to each Officer assigned to a Patrol Shift, and serving
20 as a Mental Health Officer as selected and approved according to criteria established by the
21 Chief. This payment shall not be made to the Officers assigned to the Crisis Intervention Team.

22 23 **Section 5. Bilingual Pay**

24
25 Bilingual pay will be paid at the rate of one hundred and seventy five dollars (\$175.00)
26 per month for Officers certified under standards established by the Chief and assigned to
27 the bilingual program. The bilingual program shall include German, Spanish, French/Haitian,
28 Farsi, Arabic, Asian (Vietnamese, Cantonese, Thai, Korean, Japanese, and Malaysian), Russian,
29 Ukrainian, and sign language for the deaf. Officers will not be paid cumulatively if they are
30 certified in more than one language.

31 32 **Section 6. Compensation for Lieutenants and Commanders**

33
34 a) Lieutenants and Commanders shall be compensated on a salary basis and are exempt
35 employees for purposes of overtime compensation under applicable federal law. The parties
36 further agree that the Lieutenants and Commanders accept their salaries as inclusive of any and
37 all overtime compensation.

38
39 b) Lieutenants permanently assigned to an evening or night shift in Patrol shall be paid an
40 additional stipend of three hundred dollars (\$300.00) per month. Lieutenants assigned to a Patrol
41 Area Command who are assigned to an evening or night shift for a twenty eight (28) calendar
42 day cycle, when the shift begins at or after 2:00 p.m., shall be entitled to three hundred dollars
43 (\$300.00) per month.

44 45 **Section 7. Assistant Chiefs**

46
47 The Chief of Police has the right to set wages and benefits for the Assistant Chiefs,

1 subject to the approval of the City Council as a part of the budget. The Chief may designate one
2 Assistant Chief as the Executive Assistant or Chief of Staff, whose pay and benefits may be
3 different than the other Assistant Chiefs. Additional performance pay may be awarded in the
4 Chief's discretion.

5 6 **Section 8. Clothing Allowance**

7
8 During the term of this AGREEMENT, the clothing allowance shall be five hundred
9 dollars (\$500.00) per year for all Officers deemed eligible by the Chief, with a payment schedule
10 to be determined by the Chief.

11 12 **Section 9. Education and Certificate Pay**

13
14 An Officer shall be entitled to either Certificate pay or Education pay, at the
15 highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for
16 degrees or college credit from an accredited college or university. An accredited college or
17 university is an institution of higher education that is accredited or authorized by the Southern
18 Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the
19 New England Association of Schools and Colleges, the North Central Association of Colleges
20 and Schools, the Northwest Association of Schools and Colleges, or the Western Association of
21 Schools and Colleges (Reference: TCLEOSE Rule 211.1(a)(3), as modified by the Commission
22 from time to time).

23 24 **a) Certificate Pay**

25
26 (1) Each Officer holding an Intermediate TCLEOSE Certificate shall be paid fifty
27 dollars (\$50.00) per month. Each Officer holding an Advanced TCLEOSE Certificate shall be
28 paid one hundred dollars (\$100.00) per month. Each Officer holding a Master TCLEOSE
29 Certificate shall be paid one hundred fifty dollars (\$150.00) per month.

30
31 (2) No Officer hired after March 25, 2001, will be eligible for Intermediate or
32 Advanced Certificate pay. Certificate pay amounts at or above those set forth in this
33 AGREEMENT remain in effect; and this AGREEMENT continues the right of all Officers to
34 qualify for or achieve Master Certification pay.

35 36 **b) Education Incentive Pay**

37
38 (1) Each Officer holding an Associate's degree or sixty (60) hours of college credit
39 shall be paid one hundred dollars (\$100.00) per month.

40
41 (2) Each Officer holding a Bachelor's degree shall be paid two hundred and twenty
42 dollars (\$220.00) per month.

43
44 (3) Each Officer holding a Master's degree shall be paid three hundred dollars
45 (\$300.00) per month.

1 **Section 10. Shift Differential**

2
3 The CITY shall pay an additional three hundred dollars (\$300.00) per month to an
4 Officer normally assigned to an evening or night shift for a twenty eight (28) calendar day cycle,
5 when the shift begins at or after 2:00 p.m. Only Officers working 50% or more of their shifts
6 beginning at or after 2:00 p.m., in a 28 calendar day cycle, shall be eligible. Shift differential
7 pay shall apply to all ranks up to and including Sergeant. This provision shall apply in lieu of the
8 City policy applicable to shift differential for any other employees.
9

10 **Section 11. Monthly Paid Compensation**

11
12 It is expressly understood and agreed that the CITY reserves the right to pro-rate and pay
13 all monthly payments in bi-weekly equivalents.

14 **Section 12. Work Furloughs**

15
16 It is expressly agreed and understood that during the term of this AGREEMENT, Officers
17 covered by this AGREEMENT shall be exempt from any mandatory employee work furlough or
18 other unpaid leave plan implemented by the CITY for the purpose of reducing base wages paid
19 to employees by reducing an employee's normal work hours. This section does not apply to
20 disciplinary actions.
21

22 **Section 13. Severe Weather**

23
24 Nothing in this AGREEMENT prohibits the Department from adopting a policy
25 regarding leave for Officers required to provide essential services during severe weather
26 or other emergencies.
27

28 **Section 14. Officer Residency Incentive Pay**

29
30 a) The City Council may authorize Officer Residency Incentive Pay if the ordinance applies
31 equally to each Officer who meets the criteria established by the ordinance.
32

33 b) The Residency Incentive Pay shall be in an amount and is payable under conditions,
34 requirements and criteria set by the ordinance. Residency Incentive Pay is in addition to the base
35 salary received by Officers.
36

37 c) The Chief of Police is not eligible for the Residency Incentive Pay authorized by this
38 Section.
39

40 d) To the extent of any conflict between this subsection and portions of any state statute,
41 local ordinance, City or Department policy, including but not limited to Texas Local
42 Government Code §143.041, the provisions of this subsection shall preempt such statute, local
43 ordinance, City or Department policy only to the extent of such conflict.
44
45

1 **AMENDMENT SECTION 2:**

2
3 Article 19 of the AGREEMENT is hereby amended to read as follows:

4
5 **ARTICLE 19**
6 **ASSIGNMENT CHANGES**

7
8 **Section 1. Advance Notice of Assignment Changes**

9
10 a) Notice of Assignment Changes

11
12 Except for normal shift rotations, for assignment changes that are determined far enough
13 in advance, the Département will provide a twenty-eight (28) calendar-day notice to the affected
14 Officer. Advance notice of the assignment change is not required if prior notice is not in the best
15 interest of the Department or in any emergency situations. Advance notice of the assignment
16 change may be waived by the Officer.

17
18 b) Hardship Transfers

19
20 In the event of special hardship, an affected Officer may appeal to the Assistant Chief of
21 their Bureau for consideration of temporary scheduling or other adjustments to reduce or address
22 personal hardships. The Chief shall create a joint committee with representatives appointed by
23 the ASSOCIATION to evaluate hardship claims and to recommend action to the Assistant Chief.

24
25 **Section 2. Requested Job Assignment Transfers**

26
27 a) A list of all currently vacant positions throughout the Department will be maintained on
28 the APD intranet and available for review by Officers. Absent exigent circumstances, a vacancy
29 will be posted on the APD intranet as near as possible to 10 days prior to the application
30 deadline.

31
32 b) A reasonable, good faith effort shall be made to post initial assignment vacancies. It is
33 recognized and understood that notice cannot be sent for all backfill transfers resulting from the
34 initial vacancies.

35
36 c) The posting process shall not apply to vacancies that the Department fills by promotion,
37 vacancies filled during Department-wide leveling, involuntary transfers, or mutually agreed
38 swaps.

39
40 d) All Officers are eligible to seek transfer to any vacancies within the Department for
41 which they are qualified. Oral or written reprimands shall not affect an Officer's ability to apply
42 for a transfer to a sought after position, but may be considered along with all other factors in
43 making a selection among applicants.

44
45 e) Applying for a posted position shall neither jeopardize nor insure an Officer's current
46 assignment. The Chief shall establish a committee with representatives appointed by the

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

3 4 **Section 3. Proposed Adjustments to Work Schedules**

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

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

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

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

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

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

43 44 **Section 4. Proposed Adjustments to Policies and Procedures**

45
46 a) It is recognized that Command Staff, through the authority of the Chief of Police, retains

1 the right to set policy and procedures for employees, which may vary from one operational unit
2 or division to another. On the other hand, the ASSOCIATION has a legitimate interest in
3 providing input on behalf of its members as to the choices to implement variations in policy that
4 have an impact on members.

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

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

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

31 32 **Section 5. Special Event Assignments**

33 34 **a) Definitions**

35 In this Section:

36
37 (1) "Special Event(s)" means the following listed events only:

- 38 ❖ Mardi Gras
- 39 ❖ South by Southwest
- 40 ❖ Texas Relays
- 41 ❖ Halloween
- 42 ❖ F-1 Race

43
44 (2) "Significant schedule change" or "schedule change" means a change to an Officer's
45 regularly assigned duty-hours or days off initiated or approved by the Chief of Police or
46 Assistant Chief of Police.

1
2 (3) "Department Overtime" or "Elective Department Overtime" means voluntary
3 participation in job or duty related assignments originating from within the Department, which
4 are outside an employee's regularly scheduled 40 hours of work per week, and for which the
5 employee normally, but not necessarily, receives overtime compensation from the City of
6 Austin. Compensation either can be at the expense of the Department or reimbursed through
7 outside funding, and will be included in the Officer's regular City payroll. This does not include
8 Court Overtime, late calls, overtime related to workload or emergency holdovers.
9

10 (4) "Outside Law Enforcement Agency" means a municipal, county, or state police
11 agency that serves a minimum population base of 50,000.
12

13 **b) Special Event Staffing**
14

15 The Chief of Police shall have the responsibility of staffing Special Events. The number
16 of Officers needed at any such Event shall be within the exclusive prerogative of the Chief.
17

18 **c) Department Overtime Policies**
19

20 Department policies regarding Department Overtime, Elective and Secondary
21 Employment, and Attendance and Leave shall apply to Special Event assignments.
22

23 **d) South by Southwest**
24

25 (1) This subsection shall only apply to South by Southwest staffing assignments. The
26 purpose of this subsection is to establish a two-year trial public safety staffing model for the
27 2016 and 2017 South by Southwest Events only, in order to lessen the need for reassigning
28 Officers from their normal duty assignments while still adequately staffing the Event to protect
29 our citizens and visitors. Subject to the provisions set out below, nothing in this subsection shall
30 be construed as limiting the Police Chief's authority and discretion to determine personnel
31 assignments.
32

33 (2) The Department shall establish a South by Southwest volunteer sign-up roster
34 (hereinafter referred to as the "South by Southwest Volunteer Roster") for non-exempt Officers
35 who wish to work South by Southwest as an Elective Department Overtime assignment.
36 Sergeants on the South by Southwest Volunteer Roster may be assigned to work in a non-
37 supervisory assignment after eligible Police Officers and Corporal / Detectives have been
38 assigned.
39

40 (3) Subject to subsection 4 below, the Department shall first be required to call or
41 otherwise make available the opportunity for eligible Officers on the South by Southwest
42 Volunteer Roster to work South by Southwest as an Elective Department Overtime assignment.
43 The South by Southwest Volunteer Roster shall be open for at least twenty-one (21) days, after
44 which the Department may fill any remaining need for certified personnel with (1) paid or
45 volunteer peace officers employed by Outside Law Enforcement Agencies, (2) paid Reserve
46 Officers, (3) by a schedule change for Officers not on the South by Southwest Volunteer Roster,

1 or (4) by any combination thereof. Officers not on the South by Southwest Volunteer Roster
2 whose schedules are changed to work South by Southwest may use vacation leave or may
3 modify their regular schedules, with supervisory approval, so that the South by Southwest
4 shift(s) qualify for overtime.

5
6 (4) Officers on the South by Southwest Volunteer Roster may be denied the ability to
7 work South by Southwest:

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

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

12
13 (5) The parties agree that denial of an Officer's ability to work South by Southwest, the
14 failure for any reason to select or use an Officer on the South by Southwest Volunteer Roster, or
15 the reassignment of an Officer from their normal duty assignment shall not provide the basis for
16 a dispute, claim, or complaint under Article 20 of this AGREEMENT. This provision does not
17 prohibit a dispute, claim, or complaint under Article 20 of this AGREEMENT for the failure to
18 comply with the process set forth herein.

19
20 (6) Non-exempt Officers selected from the South by Southwest Volunteer Roster shall
21 receive overtime pay, at the rate of 1.5 times the Officer's base salary, for productive hours
22 worked in excess of 40 in a work week.

23
24 **e) Notice of Significant Schedule Change for Special Events**

25
26 b) (1) Subject to subsection e) (2) below, An Officer subjected to a significant schedule
27 change to perform duties at a Special Event will be provided a twenty-eight (28) calendar-day
28 notice of the schedule change. If such notice is not possible provided, the Officer will be granted
29 20 hours of Administrative Leave. Failure to utilize any part of these hours by December 31st of
30 the year accrued will result in forfeiture of the accrued Administrative Leave hours.

31
32 (2) An Officer subjected to a significant schedule change to perform duties at the 2016
33 South by Southwest Event will be provided a twenty-one (21) calendar-day notice of the
34 schedule change. If such notice is not provided, the Officer will be granted 20 hours of
35 Administrative Leave. Failure to utilize any part of these hours by December 31st of the year
36 accrued will result in forfeiture of the accrued Administrative Leave hours. An Officer subjected
37 to a significant schedule change to perform duties at the 2017 South by Southwest Event will be
38 provided notice of the schedule change pursuant to subsection e) (1) above.

39
40 e) (3) When the ASSOCIATION President knows or should know of the Department's
41 failure to provide advance notice as required by this Section, the ASSOCIATION
42 President shall promptly notify the Chief or designee and the Labor Relations Office.

43
44 d) (4) This subSection shall not apply to:

45
46 (H) (a) A significant schedule change caused, less than twenty-eight (28) days prior to

1 | the Special Event (twenty-one (21) days prior to the 2016 South by Southwest Event), by the
2 | need to back-fill for ~~an Officer who had previously been any law enforcement personnel~~
3 | assigned to work the Special Event pursuant to this Section received the advanced notice but
4 | who is not available for the assignment.

5 |
6 | (2) (b) A significant schedule change caused, less than twenty-eight (28) days prior to
7 | the Special Event (twenty-one (21) days prior to the 2016 South by Southwest Event), by an
8 | unforeseen change in the schedule or scope of the Special Event.

9 |
10 | **ef) Reserve Police Officers**

11 |
12 | To enhance the Department's ability to staff Special Events and to lessen workforce
13 | disruption caused by short-term significant schedule changes, the CITY and the ASSOCIATION
14 | agree that the Department may employ Reserve Officers, as defined in this AGREEMENT,
15 | under the following circumstances:

16 |
17 | (1) Reserve Officers shall be temporary employees.

18 |
19 | (2) Employment and assignment of Reserve Officers shall be limited to performing
20 | duties at Special Events. Subject to the discretion of the Chief, Reserve Officers may perform
21 | any and all duties of a commissioned peace officer while working such assignments only.

22 |
23 | (3) Reserve Officers may be required to attend and complete training as determined by
24 | the Chief.

25 |
26 | (4) Reserve Officers shall not be approved by the Department for any secondary
27 | employment that is conditioned on the actual or potential use of law enforcement powers by the
28 | Reserve Officer, or for elective Department overtime.

29 |
30 | **g) Conflict Preemption**

31 |
32 | To the extent of any conflict between this Section and portions of any state statute, local
33 | ordinance, City or Department policy, the provisions of this Section shall preempt such statute,
34 | local ordinance, City or Department policy only to the extent of such conflict.
35 |

1 **AMENDMENT SECTION 3:**

2
3 Article 21 of the AGREEMENT is hereby amended to read as follows:

4
5 **ARTICLE 21**
6 **TERM OF AGREEMENT**

7
8 **Section 1. Term of Agreement**

9
10 a) This AGREEMENT shall be effective as of the date it is ratified by the City Council,
11 except as to any provisions herein specifically made effective on any other date. It shall remain
12 in full force and effect, subject to the provisions of this Article, until September 30, 2017.

13
14 b) Any Amendment to this AGREEMENT shall be effective as of the date it is ratified by
15 the City Council, except as to any provisions in the Amendment specifically made effective on
16 any other date. Any Amendment to this AGREEMENT shall remain in full force and effect,
17 subject to the provisions of this Article, until September 30, 2017.

18
19 bc) The provisions of this AGREEMENT, as amended, do not apply to any Officer who
20 separates from CITY employment before the effective date of this AGREEMENT or before the
21 effective date of any specific provisions hereof.

22
23 **Section 2. Continuing Relationship**

24
25 a) The parties acknowledge their longstanding history of successful Meet & Confer
26 negotiations and their joint efforts to continue to build on the framework of each previous
27 agreement. This AGREEMENT is the product of that relationship and negotiation history. This
28 includes agreements on the issues which may require a contractual modification of existing civil
29 service law (access to the 143.089(g) file, and release of defined reports from Independent
30 Investigations and the CRP), agreements to outline the broad concepts of citizen oversight, and
31 agreements which clarify rights which exist with or without the AGREEMENT. Other aspects
32 of the CITY's implementation of citizen oversight are its prerogatives under Texas law and the
33 City Charter, and do not require contractual provisions. Both parties recognize that without the
34 continued ability of the CITY to carry out citizen oversight, this agreement would not have been
35 reached, either as to the economic issues or the additional provisions for the procedural
36 protections of Officer's rights.

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

1
2 c) In the event of any court order, judgment, Texas Attorney General's opinion or
3 arbitration decision brought or caused by the City of Austin or other party with standing under
4 this AGREEMENT substantially impairs the provisions of Article 17 pertaining to Officer's
5 rights, or which would allow full access to investigative evidence of Officer misconduct in the
6 absence of a disciplinary decision imposed by the Chief, the APA may reopen negotiations to
7 resolve and correct the issue or provide an alternate resolution. If a negotiated resolution of the
8 issue is not achieved, the CITY may terminate this AGREEMENT after ninety (90) days written
9 notice, and the parties may resume negotiations toward a successor agreement under the
10 provisions Section 143.301 et.seq., of the Texas Local Government Code.
11

12 **Section 3. Notice and Renegotiation**

13
14 If either the CITY or the ASSOCIATION desires to engage in negotiation for a successor
15 Agreement, then either or both shall give the other party written notice of its desire to negotiate
16 for a new Agreement no less than 120 days before the expiration of the present AGREEMENT.
17 In the event that notice of intent to renegotiate is given by either party, and the parties agree, the
18 parties will begin negotiations for a new Agreement not later than sixty (60) days after notice is
19 given, unless the parties agree otherwise.
20

21 **Section 4. Continuation ~~During~~during Negotiations**

22
23 If the parties are engaged in negotiations for a successor Agreement at the time this
24 AGREEMENT expires, the ASSOCIATION's and the CITY's negotiating teams shall have the
25 authority to extend this AGREEMENT in thirty (30) calendar day increments by mutual written
26 agreement, during any period of good faith negotiations after such termination date, not to
27 exceed a total of six (6) months.
28

29 **Section 5. Effect of Termination**

30
31 a) In the event that a successor Agreement has not been ratified before the expiration date of
32 this AGREEMENT (the expiration date of September 30, 2017, or any extended expiration date
33 under Section 4 above), all provisions of this AGREEMENT, both economic and non-economic,
34 shall expire and no longer be in full force and effect, except as to specific Articles or Sections
35 hereof which provide that some or all of their terms will continue beyond expiration of this
36 AGREEMENT.
37

38 b) After expiration/termination of this AGREEMENT, it is expressly understood that the
39 wages and compensation specified in this AGREEMENT may then be placed at a level
40 determined by the City Manager, as funds are authorized by the City Council, and this does not
41 preclude wages and compensation being rolled back to pre-contract levels, as they existed on the
42 day prior to the effective date of this AGREEMENT.
43

44 **Section 6. Funding Obligations**

45
46 The CITY presently intends to continue this AGREEMENT each fiscal year through its term,
47 to pay all payments due, and to fully and promptly perform all of the obligations of the CITY

1 under this AGREEMENT. All obligations of the CITY shall be paid only out of current
2 revenues or any other funds lawfully available therefore and appropriated for such purpose by
3 the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the
4 event that the City of Austin cannot meet its funding obligations, as provided in the State
5 Constitution, this entire AGREEMENT becomes null and void.

6

7

8