

RESOLUTION NO.

WHEREAS, about 250 Austin Police Department (“APD”) officers are currently eligible for retirement and face a February 26 deadline to make important financial decisions related to their retirements, as well as the potential loss of significant retirement-related benefits under the current meet and confer agreement if that agreement expires before they retire; and

WHEREAS, the hardworking officers of APD deserve certainty with regard to their pay, benefits, and compensation; and

WHEREAS, Austin residents will potentially have the opportunity to vote on two different petitions in a May 2023 referendum regarding police oversight and transparency, which could have important implications for the contract between the City and the Austin Police Association (“APA”); and

WHEREAS, the APA contract expires on March 31, 2023, and the negotiation of the new four-year contract would potentially allow the City and the APA to pre-empt the voters’ direction on contract issues such as police oversight and disciplinary processes for years; and

WHEREAS, the residents of Austin have repeatedly and adamantly advocated for increased police oversight and transparency; and

WHEREAS, public trust and officer morale can only be strengthened and sustained by meaningful transparency, accountability, and professional civilian oversight; **NOW, THEREFORE**,

23
24 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

25 The City Manager is directed to negotiate for a new meet and confer
26 agreement with the APA that achieves the following Council policy goals to the
27 extent feasible in the labor contract negotiation process:

- 28 ~~1. Maintain or improve existing terms, conditions, and privileges of~~
29 ~~employment for APD officers;~~
- 30 1. Preserve or enhance the City's existing civilian oversight program for
31 APD officers as established in the current APA labor contract and City
32 Code Chapter 2-15;
- 33 2. Provide for incorporation into the new agreement of any civilian
34 oversight program enhancements that may be approved by Austin
35 voters in the May 2023 election; ~~and~~
- 36 3. Have a term of no more than one year from the expiration date of the
37 current meet and confer agreement; and
- 38 4. Improve the financial terms and privileges of employment of APD
39 officers by:
- 40 A. Increasing Base Wages

- i. Providing across the board wage increases – commensurate with the expected cost of living changes and increase officer workloads; and
- ii. Adding a new pay step at Year 20 for Officer, Corporal/ Detective, Sergeant, Lieutenant and Commander;

B. Providing longevity pay determined via a base rate paid per year of service, up to a maximum of 25 years, 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. 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;

C. Providing field training officer (FTO) pay at the effective rate of 5.8% of Officer Pay Step 10 base rate of pay per month to each officer assigned in the FTO program, as selected according to criteria established by the Police Chief;

D. Providing mental health certification pay 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 Police Chief, with APD to conduct an annual review (including input from

63 the APA) to assess whether additional officers will be entitled to
64 such pay;

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

73 F. Providing compensation for lieutenants and commanders:

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

80 ii. Lieutenants permanently assigned to an evening or night shift
81 in Patrol shall be paid an additional stipend of five hundred
82 dollars (\$500.00) per month. Lieutenants assigned to a Patrol
83 Area Command who are assigned to an evening or night shift
84 for a twenty eight (28) calendar day cycle, when the shift

begins at or after 12:00 p.m., shall be entitled to three hundred dollars (\$300.00) per month;

G. Providing authority for the Police Chief to set wages and benefits for the Assistant Chiefs, subject to the approval of the Council as a part of the budget. The Police 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 Police Chief's discretion;

H. Providing a clothing allowance of five hundred dollars (\$500.00) per year for all officers deemed eligible by the Police Chief, with a payment schedule to be determined by the Police Chief;

I. Providing for either certificate pay or education pay, but not both, for officers at the highest qualifying rate. 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, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges and Universities. The Police Chief may choose to consider a general statement of

108 equivalency received directly from the Foreign Credentials Service
109 of America in determining that a degree or college credit(s) may be
110 considered to be from an accredited college or university.
111 (Reference to time);

112 i. Certificate Pay

113 a. Each officer holding an Intermediate TCOLE Certificate
114 shall be paid fifty dollars (\$50.00) per month. Each officer
115 holding an Advanced TCOLE Certificate shall be paid one
116 hundred dollars (\$100.00) per month. Each officer
117 holding a Master TCOLE Certificate shall be paid one
118 hundred fifty dollars (\$150.00) per month.

119 b. No officer hired after March 25, 2001, will be eligible for
120 Intermediate or Advanced Certificate pay. Certificate pay
121 amounts at or above those set forth in this AGREEMENT
122 remain in effect, and this AGREEMENT continues the
123 right of all officers to qualify for or achieve Master
124 Certification pay;

125 ii. Education Incentive Pay

126 a. Each officer holding an Associate's degree or sixty (60)
127 hours of college credit shall be paid 2.5% of officer pay
128 step 10 base rate of per month.

b. Each officer holding a Bachelor's degree shall be paid 5.0% of officer pay step 10 base rate of pay per month.

c. Each officer holding a Master's and/or Doctorate's degree shall be paid 6.5% of officer pay step 10 base rate of pay per month;

J. Providing an additional 5.8% of officer pay step 10 base rate of pay 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 12:00 p.m. Only officers working 50% or more of their shifts beginning at or after 12:00 p.m., in a 28 calendar day cycle, shall be eligible;

Providing an additional 10.0 % of officer pay step 10 base rate of pay per month to an officer normally assigned to a night shift for a twenty eight (28) calendar day cycle, when the shift begins at or after 5:00 p.m. Only officers working 50% or more of their shifts beginning at or after 5:00 p.m., in a 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;

K. Providing that the City may prorate and pay all monthly payments in biweekly equivalents;

150 L. Providing that officers shall be exempt from any mandatory
151 employee work furlough or other unpaid leave plan implemented by
152 the City for the purpose of reducing base wages paid to employees
153 by reducing an employee's normal work hours. This section does
154 not apply to disciplinary actions;

155 M. Providing that APD shall adopt a policy regarding leave for officers
156 required to provide essential services during severe weather or other
157 emergencies that is in compliance with existing state law. The
158 Department shall within forty-eight (48) hours of a severe weather
159 event identify one lieutenant to collect receipts from officers for
160 hotel stays related to the weather event and duty to report to work.
161 These receipts shall be paid out at the government rate or cheaper
162 rate if provided by the hotel no later than thirty (30) calendar days
163 after submission;

164 N. Providing authority for officer residency pay

165 i. Provide that the Council may authorize officer residency
166 incentive pay by ordinance if the ordinance applies equally to
167 each officer who meets the criteria established by the
168 ordinance.

169 ii. Any such residency incentive pay shall be in an amount and
170 payable under conditions, requirements and criteria set by

ordinance, and shall be in addition to the base salary received by officers.

iii. The Police Chief is not eligible for the residency incentive pay authorized by this Section;

O. Providing that to the extent of any conflict between the compensation elements in this Resolution and any state statute, ordinance, City or APD policy, including but not limited to Texas Local Government Code §143.041, the provisions of this Resolution shall govern to the extent of such conflict; and

P. Providing that in the event the APA and the City agree through labor contract bargaining for pay levels different from the levels provided in this Resolution, such levels shall be deemed to meet the requirements of this Resolution.

BE IT FURTHER RESOLVED:

The City Manager is directed to return to Council as needed to update the Council on relevant developments in the negotiation process with the APA.

BE IT FURTHER RESOLVED:

The City Manager is directed to bring any agreed-upon meet and confer agreement to the Council for approval as soon as an agreement is reached in negotiations and approved by the APA membership.

BE IT FURTHER RESOLVED:

The Council is committed to approving a long-term meet and confer labor agreement with the APA that faithfully embodies the will of the people of Austin and provides clarity and predictability for APD officers as soon as it can be responsibly done, and nothing in this Resolution prevents or prohibits the City Manager from negotiating for such a long-term agreement reflecting the results of the May referendum before the expiration of the agreement described in the first part of this Resolution.

ADOPTED: _____, 2023 **ATTEST:** _____

Myrna Rios
City Clerk