

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 proposed~~ four-year contract ~~would potentially~~ will allow the City and the APA to pre-empt the voters’ direction on contract issues such as police oversight and disciplinary processes for four years; and

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

WHEREAS, it is the duty of the City Council to review the proposed 4-year contract to assess its merits on behalf of Austinites, including to ensure that it does not undermine the guaranteed rights of Austinites to petition their government; and ~~initial review of the proposed 4-year contract indicates that it could undermine the~~

~~guaranteed rights of Austin residents to petition their government, and it is the duty of the City Council to examine the proposal; and;~~

WHEREAS, the people of Austin have the right to thoroughly examine and understand the proposal and to make their views known to their elected representatives; and

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

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

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

1. Preserve or enhance the City's existing civilian oversight program for APD officers as established in the current APA labor contract and City Code Chapter 2-15;
2. Provide for incorporation into the new agreement of any civilian oversight program enhancements that may be approved by Austin voters in the May 2023 election;
3. Have a term of no more than one year from the expiration date of the current meet and confer agreement; and

43 4. Improve the financial terms and privileges of employment of APD
44 officers by:

45 A. Increasing Base Wages

46 i. Providing across the board wage increases – commensurate
47 with the expected cost of living changes and increase officer
48 workloads; and

49 ii. Adding a new pay step at Year 20 for Officer, Corporal/
50 Detective, Sergeant, Lieutenant and Commander;

51 B. Providing longevity pay determined via a base rate paid per year of
52 service, up to a maximum of 25 years, to be paid in a lump sum in
53 the first regularly scheduled pay period after the Officer's
54 anniversary date, which is the annual anniversary of the Officer's
55 most recent commission date. This change in payment of longevity
56 does not affect the treatment of longevity for retirement and
57 overtime purposes, and the City and the Officers shall continue
58 making contributions for longevity payments;

59 C. Providing field training officer (FTO) pay at the effective rate of
60 5.8% of Officer Pay Step 10 base rate of pay per month to each
61 officer assigned in the FTO program, as selected according to
62 criteria established by the Police Chief;

63 D. Providing mental health certification pay at the effective rate of one
64 hundred and seventy five dollars (\$175.00) per month to each officer
65 assigned to a patrol shift and serving as a mental health officer as
66 selected and approved according to criteria established by the Police
67 Chief, with APD to conduct an annual review (including input from
68 the APA) to assess whether additional officers will be entitled to
69 such pay;

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

78 F. Providing compensation for lieutenants and commanders:

- 79 i. Lieutenants and Commanders shall be compensated on a
80 salary basis and are exempt employees for purposes of
81 overtime compensation under applicable federal law. The
82 parties further agree that the Lieutenants and Commanders
83 accept their salaries as inclusive of any and all overtime
84 compensation.

85 ii. Lieutenants permanently assigned to an evening or night shift
86 in Patrol shall be paid an additional stipend of five hundred
87 dollars (\$500.00) per month. Lieutenants assigned to a Patrol
88 Area Command who are assigned to an evening or night shift
89 for a twenty eight (28) calendar day cycle, when the shift
90 begins at or after 12:00 p.m., shall be entitled to three hundred
91 dollars (\$300.00) per month;

92 G. Providing authority for the Police Chief to set wages and benefits
93 for the Assistant Chiefs, subject to the approval of the Council as a
94 part of the budget. The Police Chief may designate one Assistant
95 Chief as the Executive Assistant or Chief of Staff, whose pay and
96 benefits may be different than the other Assistant Chiefs. Additional
97 performance pay may be awarded in the Police Chief's discretion;

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

101 I. Providing for either certificate pay or education pay, but not both,
102 for officers at the highest qualifying rate. Education pay shall only
103 be payable for degrees or college credit from an accredited college
104 or university. An accredited college or university is an institution of
105 higher education that is accredited or authorized by the Southern
106 Association of Colleges and Schools, the Middle States Association
107 of Colleges and Schools, the New England Association of Schools

108 and Colleges, the North Central Association of Colleges and
109 Schools, the Northwest Association of Schools and Colleges, the
110 Western Association of Schools and Colleges, or the Accreditation
111 Service for International Schools, Colleges and Universities. The
112 Police Chief may choose to consider a general statement of
113 equivalency received directly from the Foreign Credentials Service
114 of America in determining that a degree or college credit(s) may be
115 considered to be from an accredited college or university.
116 (Reference to time);

117 i. Certificate Pay

118 a. Each officer holding an Intermediate TCOLE Certificate
119 shall be paid fifty dollars (\$50.00) per month. Each officer
120 holding an Advanced TCOLE Certificate shall be paid one
121 hundred dollars (\$100.00) per month. Each officer
122 holding a Master TCOLE Certificate shall be paid one
123 hundred fifty dollars (\$150.00) per month.

124 b. No officer hired after March 25, 2001, will be eligible for
125 Intermediate or Advanced Certificate pay. Certificate pay
126 amounts in the current meet and confer agreement at or
127 above those set forth in this Resolution AGREEMENT
128 remain in effect, ~~and this AGREEMENT continues~~ as well
129 as the right of all officers to qualify for or achieve Master
130 Certification pay;

131 ii. Education Incentive Pay

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

135 b. Each officer holding a Bachelor's degree shall be paid
136 5.0% of officer pay step 10 base rate of pay per month;
137 and

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

141 J. Providing an additional 5.8% of officer pay step 10 base rate of pay
142 per month to an officer normally assigned to an evening or night
143 shift for a twenty-eight (28) calendar day cycle, when the shift
144 begins at or after 12:00 p.m. Only officers working 50% or more of
145 their shifts beginning at or after 12:00 p.m., in a twenty-eight (28)
146 calendar day cycle, shall be eligible;

147 Providing an additional 10.0 % of officer pay step 10 base rate of
148 pay per month to an officer normally assigned to a night shift for a
149 twenty eight (28) calendar day cycle, when the shift begins at or
150 after 5:00 p.m. Only officers working 50% or more of their shifts
151 beginning at or after 5:00 p.m., in a 28 calendar day cycle, shall be
152 eligible. Shift differential pay shall apply to all ranks up to and

153 including Sergeant. This provision shall apply in lieu of the City
154 policy applicable to shift differential for any other employees;

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

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

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

171 N. Providing authority for officer residency pay

172 i. Provide that the Council may authorize officer residency
173 incentive pay by ordinance if the ordinance applies equally to

each officer who meets the criteria established by the ordinance.

ii. Any such residency incentive pay shall be in an amount and 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 provided by law ~~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:

195 The City Manager is directed to bring any agreed-upon meet and confer
196 agreement which complies with this Resolution to the Council for approval as soon
197 as an agreement is reached in negotiations and approved by the APA membership.

198 **BE IT FURTHER RESOLVED:**

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

206
207 **ADOPTED:** _____, 2023 **ATTEST:** _____
208 Myrna Rios
209 City Clerk
210