

34 and benefit stability for the officers covered by the Expired Agreement to
35 the extent not inconsistent with state law.

- 36 H. To enhance APD recruitment efforts, reduce attrition, and encourage the
37 stability that a new meet and confer agreement will bring, the City should
38 maintain, develop, and implement a program of financial incentives for
39 cadets and incumbent officers. These programs should include financial
40 incentives for the APA to resume negotiations with the City and reach a
41 new meet and confer agreement.

42 **PART 2.** In accordance with Texas Local Government Code Chapter 143, and in
43 addition to base pay for police officers (hereafter collectively referred to as “Officer”)
44 employed by APD, which will continue as established in Part 2(A) of Ordinance No.
45 20230223-061 and include the four percent increase previously provided consistent
46 with Part 3(A) of Ordinance No. 20230223-061, Council establishes the following
47 specialized functions, certifications, and assignments, as well as the following criteria
48 for receiving additional pay:

49 A. Longevity Pay:

50 Longevity pay in the amount of \$107.00 per year of service, up to a
51 maximum of 25 years, shall be paid in a lump sum in the first regularly
52 scheduled pay period after the Officer’s anniversary date, which is the
53 annual anniversary of the Officer’s most recent commission date. This
54 change in payment of longevity does not affect the treatment of longevity
55 for retirement and overtime purposes, and the City and the Officers shall
56 continue making contributions for longevity payments.

57 B. Field Training Officer Pay:

58 Field training officer (FTO) pay shall be paid at the effective rate of
59 \$245.00 per month to each Officer assigned in the FTO program, as
60 selected according to criteria established by the Chief. This payment shall
61 not be made to Officers assigned to the Training Division, or to the FTO
62 Program Coordinator. Officers authorized to train probationary patrol
63 officers during their probationary period, and not a part of the FTO
64 program, will be compensated for the actual hours spent training.

65 C. Mental Health Certification Pay:

66 Mental Health Certification Pay shall be paid at the effective rate of
67 \$175.00 per month to each Officer assigned to a Patrol Shift and serving
68 as a Mental Health Officer as selected and approved according to criteria

69 established by the Chief. This payment shall not be made to the Officers
70 assigned to the Crisis Intervention Team.

71 D. Bilingual Pay:

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

79 E. Officers Holding the Ranks of Lieutenant and Commander:

- 80 1. Lieutenants and Commanders shall be compensated on an hourly
81 basis and are non-exempt employees for purposes of overtime
82 compensation under applicable state and federal law.
- 83 2. Lieutenants permanently assigned to an evening or night shift in
84 Patrol shall be paid an additional stipend of \$300.00 per month.
85 Lieutenants assigned to a Patrol Area Command who are assigned to
86 an evening or night shift for a 28 calendar-day cycle, when the shift
87 begins at or after 12:00 p.m., shall be entitled to \$300.00 per month.

88 F. Assistant Chiefs:

89 The Chief of Police has the right to set wages and benefits for the
90 Assistant Chiefs, subject to the approval of Council as a part of the
91 budget. The Chief may designate one Assistant Chief as the Executive
92 Assistant or Chief of Staff, who will receive additional assignment pay in
93 the amount determined by the Chief, subject to Council budgetary
94 authorization. Additional performance pay may be awarded to the
95 Assistant Chiefs in the Chief's discretion.

96 G. Clothing Allowance:

97 Officers deemed eligible according to criteria established by the Chief
98 shall receive a clothing allowance \$500.00 per year. The clothing
99 allowance will be paid according to a payment schedule established by
100 the Chief.

101 H. Certificate and Education Pay:

102 An Officer shall be entitled to either Certificate pay or Education pay, at
103 the highest qualifying rate, but shall not be entitled to both. Education
104 pay shall only be payable for degrees or college credit from an accredited
105 college or university. An accredited college or university is an institution
106 of higher education that is accredited or authorized by the Southern
107 Association of Colleges and Schools, the Middle States Association of
108 Colleges and Schools, the New England Association of Schools and
109 Colleges, the North Central Association of Colleges and Schools, the
110 Northwest Association of Schools and Colleges, the Western Association
111 of Schools and Colleges, or the Accreditation Service for International
112 Schools, Colleges and Universities. The Chief also, in his or her sole
113 discretion, has the authority to consider a general statement of
114 equivalency received directly from the Foreign Credentials Service of
115 America in determining that a degree or college credit(s) may be
116 considered to be from an accredited college or university.

117 1. Certificate Pay:

- 118 a. Each Officer holding an Intermediate TCOLE Certificate shall
119 be paid \$50.00 per month. Each Officer holding an Advanced
120 TCOLE Certificate shall be paid \$100.00 per month. Each
121 Officer holding a Master TCOLE Certificate shall be paid
122 \$150.00 per month.
- 123 b. No Officer hired after March 25, 2001, will be eligible for
124 Intermediate or Advanced Certificate pay.

125 2. Education Incentive Pay:

- 126 a. Each Officer holding an associate's degree or 60 hours of
127 college credit shall be paid \$100.00 per month.
- 128 b. Each Officer holding a bachelor's degree shall be paid \$220.00
129 per month.
- 130 c. Each Officer holding a master's degree shall be paid \$300.00
131 per month.
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135 I. Shift Differential:

136 Each Officer normally assigned to an evening or night shift for a 28
137 calendar-day cycle, when the shift begins at or after 12:00 p.m., shall be
138 paid \$300.00 per month. Only Officers working 50 percent or more of

139 their shifts beginning at or after 12:00 p.m., in a 28 calendar-day cycle,
140 shall be eligible. Shift differential pay shall apply to all ranks up to and
141 including Sergeant. This provision shall apply in lieu of the City policy
142 applicable to shift differential for any other employees.

143 J. Overtime Calculation:

- 144 1. For purposes of computing overtime, all approved paid leave time,
145 other than sick leave and vacation leave, shall be calculated as
146 hours worked.
- 147 2. There shall be an exception to this Section if the Chief of Police, in
148 the Chief's sole discretion, determines that the needs of
149 Department necessitate allowing vacation time to be calculated as
150 hours worked under specific circumstances of overtime work
151 shortages including, but not limited to, other special events as
152 determined by Chief.
- 153 3. Specific assignments contracted for by a source outside the City,
154 excluding assignments reimbursed by Federal and State partners,
155 will be compensated at the individual Officer's overtime rate of
156 pay regardless of the number of productive hours the Officer has
157 worked in that work week.

158 K. On-Call Status:

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

165 L. Court Time:

- 166 1. An Officer who attends court more than one hour before the start of
167 the Officer's regularly scheduled shift shall receive a minimum of 3
168 hours of paid compensation at time and a half (e.g., if an Officer is
169 assigned to work from 9:00 a.m. until 7:00 p.m., and the Officer must
170 attend municipal court at 7:00 a.m. the same day, then the Officer is
171 entitled to three hours of overtime).

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2. An Officer who attends court one hour or less before the start of the Officer's regularly scheduled shift shall receive one full hour of paid compensation at time and half (e.g., if the Officer's shift starts at 9:00 a.m., but the Officer must attend municipal court at 8:00 a.m. or later, the Officer shall receive one full hour of overtime).
 3. An Officer who attends court after the Officer's regularly scheduled shift has ended shall receive a minimum of three 3 hours paid compensation at time and a half (e.g., if the Officer is assigned to work from 10:00 p.m. until 8:00 a.m., and the Officer must attend municipal court at 8:00 a.m. the same date, then the Officer is entitled to three hours of overtime).
 4. If an Officer's court assignment begins during the Officer's regularly scheduled shift, but continues beyond the Officer's 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., then the Officer shall receive only one hour of overtime).

194 M. Call Back:

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1. 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 full hour of paid compensation at time and a half.
 2. Non-exempt Officers who are off-duty and receive notification to return to duty status shall receive a minimum of three hours of paid compensation at time and a half when notified to return to duty status:
 - a. after the conclusion of their regularly scheduled shift; or
 - b. more than one hour before their regularly scheduled shift.
 3. Non-exempt Officers who are off-duty and receive notification to return to duty status shall receive only 15 minutes of compensation at time and a half if the call back is canceled within 15 minutes of the notification, or if the actual time spent completing the assignment lasts no more than 15 minutes.

210 N. Christmas Holiday:

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

216 **PART 3.** The Council establishes the following vacation and sick leave accrual and
217 pay-out caps and criteria for Officers:

218 A. Each Officer shall accrue regular vacation leave at the rate of 6.25 hours
219 for each pay period in which benefits accrue.

220 B. Accrual Caps and Pay-Out for Vacation and Exception Vacation:

221 1. Each Officer may accrue up to 400 hours of vacation and up to 160
222 hours of exception vacation. The maximum hours of vacation payable
223 upon separation shall continue to be 240 hours of vacation and 160
224 hours of exception vacation, in accordance with City policy.

225 2. Each Officer shall ensure that the vacation and exception vacation
226 balances remain at or below the accrual caps. Hours in excess of the
227 caps will not accrue and Officers will not receive financial
228 compensation for any hours in excess of the caps.

229 C. Each Officer shall accrue sick leave at the rate of 6.25 hours for each pay
230 period in which benefits accrue.

231 D. Sick Leave Pay-Out:

232 1. Each Officer who leaves the classified service for any reason will
233 receive a lump-sum payment for the full amount of the Officer's
234 unused sick leave hours, up to a maximum of 900 hours.

235 2. Each Officer who has at least 16 years of actual service and separates
236 in good standing will receive a lump sum payout at separation for the
237 full amount of the Officer's unused sick leave hours, up to a
238 maximum of 1,400 hours.

239 3. Each Officer who has at least 16 years of actual service, separates in
240 good standing, has not used more than 80 hours of sick leave in either
241 of the two prior 12-month periods before the date of separation, and
242 has not used more than 120 cumulative sick leave hours in the 24-

243 month period before the separation date, will receive a lump sum
244 payout at separation for the full amount of the Officer's unused sick
245 leave hours, up to a maximum of 1,700 hours.

- 246 4. For purposes of this section, "good standing" means that, on the date
247 of separation, the Officer is not under a disciplinary suspension or
248 under investigation for a criminal or administrative violation that
249 could result in a disciplinary suspension.

250 **PART 4.** The City Manager shall develop, maintain, and implement existing and
251 new programs to address the current and projected shortage of Officers that include
252 the following compensation elements:

253 A. Subject to Council budgetary authorization, a financial incentive of up to
254 a total of \$15,000 for cadets for future APD academy classes attaining
255 one or more of the following goals as follows:

- 256 1. \$2,500 paid at the time of payment for the first full pay period in
257 the APD cadet training academy for beginning the academy;
- 258 2. \$5,000 paid at the time of payment for the first full pay period
259 following completion of the APD cadet training academy as shown
260 through TCOLE certification;
- 261 3. \$2,500 paid at the time of payment for the first full pay period
262 following completion of APD field training; and,
- 263 4. \$5,000 paid at the time of payment for the first full pay period
264 following successful completion of the APD probationary period.
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267 B. Subject to Council budgetary authorization, a one-time lump sum
268 payment of \$500 to each Officer employed as an Officer with APD, to be
269 paid at the time of payment for the first full pay period after the City
270 Manager determines, in the City's Manager's sole discretion, that the
271 APA has engaged in good faith meet and confer negotiations with the
272 City on a new meet and confer agreement.

- 273 1. Only Officers employed by APD at the time good faith meet and
274 confer negotiations begin are eligible to receive this payment.
- 275 2. Cadets receiving payments under Subsections (A)(1) and (2) are
276 not eligible to receive this payment.

- 277 3. The City is obligated to make the payment described in this section
278 only if good faith meet and confer negotiations begin by no later
279 than April 2, 2024.
- 280 4. For the purposes of this section, “good faith meet and confer
281 negotiations” means:
- 282 a. meeting at reasonable times and places with the intention of
283 reaching an agreement;
- 284 b. engaging in meaningful efforts to comply with the
285 requirements for a meet and confer agreement enumerated in
286 City Code Chapter 2-15 (Police Oversight), by way of
287 proposals, options, and other potential mutually acceptable
288 contract provisions; and
- 289 c. no indicia of bad faith, including, but not limited to, lack of
290 proposals, stalling tactics, lack of authority to agree,
291 circumventing the City negotiators by direct dealing with the
292 principles, regressive bargaining, or surface negotiations.
- 293 5. For purposes of this section, good faith meet and confer
294 negotiation does not require the APA to make any specific
295 concession or agreement.
- 296 C. Subject to Council budgetary authorization, a one-time lump sum
297 payment of \$2,500 to each Officer if a meet and confer agreement is
298 reached and approved by the APA and Council by no later than July 18,
299 2024, paid under the following conditions:
- 300 1. Should a meet and confer agreement be timely reached and
301 approved, this amount will be paid at the time of payment for the
302 first full pay period after October 1, 2024;
- 303 2. Only Officers employed by APD as Officers at the time a new
304 meet and confer agreement is approved by the APA and the City
305 are eligible to receive this payment; and
- 306 3. Cadets receiving payments under Subsections (A)(1) and (2) are
307 not eligible to receive this payment.

308 The City Manager shall bring to Council for consideration any elements of this
309 program that require Council approval.

310 **PART 5.** Parts 2 and 3 of Ordinance No. 20230223-061 are repealed effective March
311 23, 2024.

312 **PART 6.** Parts 2, 3, and 4 of this ordinance shall remain in effect until either the
313 effective date of a new meet and confer agreement between the APA and the City or
314 March 31, 2025, whichever comes first.

315 **PART 7.** This ordinance takes effect on March 24, 2024.

316 **PASSED AND APPROVED:**

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318 §
319 §
320 _____, 2024 § _____
321 Kirk Watson
322 Mayor

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325 **APPROVED:** _____
326 Anne L. Morgan
327 City Attorney

325 **ATTEST:** _____
326 Myrna Rios
327 City Clerk