

ORDINANCE NO. 20240201-023

AN ORDINANCE ESTABLISHING SPECIALIZED FUNCTIONS, CERTIFICATIONS, ASSIGNMENTS, AND ADDITIONAL PAY AND BENEFITS FOR POLICE OFFICERS EMPLOYED BY THE AUSTIN POLICE DEPARTMENT.

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

PART 1. The Council finds:

- A. The meet and confer agreement between the City and the Austin Police Association (the “APA”) effective as of November 15, 2018, expired on March 31, 2023 (the “Expired Agreement”).
- B. The City and the APA have not entered into a successor meet and confer agreement.
- C. On February 23, 2023, Council passed Ordinance No. 20230223-061, establishing pay and benefits for officers of the Austin Police Department (“APD”) and establishing authority of the Office of Police Oversight (“OPO”).
- D. Parts 2 and 3 of Ordinance No. 20230223-061, establishing certain pay and benefits for APD officers, are set to remain in effect until either the effective date of a successor meet and confer agreement or March 31, 2024, whichever comes first.
- E. Parts 5 and 6 of Ordinance No. 20230223-061, establishing certain authorities for OPO, continue in effect, unchanged. Council reconfirms parts 5 and 6 of Ordinance No. 20230223-061 giving the Director of OPO and other OPO personnel identified by the Director investigative authority to investigate complaints against APD officers, as provided in Ordinance No. 20230223-061 and as permitted by state law.
- F. The Director of OPO and other OPO personnel designated by the Director have independent and unfettered access to APD personnel, records, and processes necessary to carry out their lawful investigative functions.
- G. In light of significant staffing concerns within APD, and in order to maintain effective recruiting and retention of APD officers and continuity of pay and benefit practices while the City and the APA continue to seek a successor to the Expired Agreement, it is necessary to provide wage

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

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

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

A. Longevity Pay:

Longevity pay in the amount of \$107.00 per year of service, up to a maximum of 25 years, shall 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.

B. Field Training Officer Pay:

Field training officer (FTO) pay shall be paid at the effective rate of \$245.00 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, or 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.

C. Mental Health Certification Pay:

Mental Health Certification Pay shall be paid at the effective rate of \$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.

D. Bilingual Pay:

Bilingual pay will be paid at the rate of \$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, Farsi, Arabic, 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.

E. Officers Holding the Ranks of Lieutenant and Commander:

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

F. Assistant Chiefs:

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

G. Clothing Allowance:

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

H. Certificate and Education 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, the Western Association of Schools and Colleges, or the Accreditation Service for International Schools, Colleges and Universities. The Chief also, in his or her sole discretion, has the authority to consider a general statement of equivalency received directly from the Foreign Credentials Service of America in determining that a degree or college credit(s) may be considered to be from an accredited college or university.

1. Certificate Pay:

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

2. Education Incentive Pay:

- a. Each Officer holding an associate's degree or 60 hours of college credit shall be paid \$100.00 per month.
- b. Each Officer holding a bachelor's degree shall be paid \$220.00 per month.
- c. Each Officer holding a master's degree shall be paid \$300.00 per month.

I. Shift Differential:

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

their shifts beginning at or after 12:00 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.

J. Overtime Calculation:

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

K. On-Call Status:

The City will allow eight 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 hour of additional comp time per day for each regularly scheduled day off or pre-approved leave day.

L. Court Time:

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

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).

M. Call Back:

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.

N. Christmas Holiday:

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

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

- A. Each Officer shall accrue regular vacation leave at the rate of 6.25 hours for each pay period in which benefits accrue.
- B. Accrual Caps and Pay-Out for Vacation and Exception Vacation:
 - 1. Each Officer may accrue up to 400 hours of vacation and up to 160 hours of exception vacation. The maximum hours of vacation payable upon separation shall continue to be 240 hours of vacation and 160 hours of exception vacation, in accordance with City policy.
 - 2. Each Officer shall ensure that the vacation and exception vacation balances remain at or below the accrual caps. Hours in excess of the caps will not accrue and Officers will not receive financial compensation for any hours in excess of the caps.
- C. Each Officer shall accrue sick leave at the rate of 6.25 hours for each pay period in which benefits accrue.
- D. Sick Leave Pay-Out:
 - 1. Each Officer who leaves the classified service for any reason will receive a lump-sum payment for the full amount of the Officer's unused sick leave hours, up to a maximum of 900 hours.
 - 2. Each Officer who has at least 16 years of actual service and separates in good standing will receive a lump sum payout at separation for the full amount of the Officer's unused sick leave hours, up to a maximum of 1,400 hours.
 - 3. Each Officer who has at least 16 years of actual service, separates in good standing, has not used more than 80 hours of sick leave in either of the two prior 12-month periods before the date of separation, and has not used more than 120 cumulative sick leave hours in the 24-

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

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

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

- A. Subject to Council budgetary authorization, a financial incentive of up to a total of \$15,000 for cadets for future APD academy classes attaining one or more of the following goals as follows:
 1. \$2,500 paid at the time of payment for the first full pay period in the APD cadet training academy for beginning the academy;
 2. \$5,000 paid at the time of payment for the first full pay period following completion of the APD cadet training academy as shown through TCOLE certification;
 3. \$2,500 paid at the time of payment for the first full pay period following completion of APD field training; and,
 4. \$5,000 paid at the time of payment for the first full pay period following successful completion of the APD probationary period.
- B. Subject to Council budgetary authorization, a one-time lump sum payment of \$500 to each Officer employed as an Officer with APD, to be paid at the time of payment for the first full pay period after the City Manager determines, in the City's Manager's sole discretion, that the APA has engaged in good faith meet and confer negotiations with the City on a new meet and confer agreement.
 1. Only Officers employed by APD at the time good faith meet and confer negotiations begin are eligible to receive this payment.
 2. Cadets receiving payments under Subsections (A)(1) and (2) are not eligible to receive this payment.

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


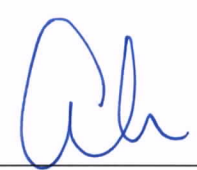
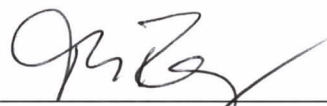
The City Manager shall bring to Council for consideration any elements of this program that require Council approval.

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

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

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

PASSED AND APPROVED:

<p>_____ February 1 _____, 2024</p>	<p>§ § § <u></u> Kirk Watson Mayor</p>
<p>APPROVED: <u></u> Anne L. Morgan City Attorney</p>	<p>ATTEST: <u></u> Myrna Rios City Clerk</p>