

# **MEET & CONFER AGREEMENT**

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between the

**HOUSTON POLICE OFFICERS' UNION  
(HPOU)**

**as the  
Majority Bargaining Agent  
for all Police Officers**

and the

**CITY OF HOUSTON, TEXAS**

**THROUGH DECEMBER 2020**

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## SIGNATURE AND APPROVAL PAGE

### EXHIBITS:

- A. Base Pay and Step Tables for 2019-2020
- B. HPD Classified: Paid Time Off (PTO) Program
- C. HPD Classified: Physical Agility Test (PAT)
- D. Investigative Incentive Pay Program
- Schedule A
- Schedule B

**Meet & Confer Agreement  
between the  
Houston Police Officers' Union  
as the Majority Bargaining Agent for and  
on behalf of all Police Officers  
  
and the  
  
City of Houston, Texas**

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**PREAMBLE**

**WHEREAS**, this Meet and Confer Agreement has been negotiated pursuant to the provisions of Chapter 143, Subchapter J, Sections 143.351 *et seq*, Texas Local Government Code and entered into on the date below written; and,

**WHEREAS**, the parties to this Agreement are the Houston Police Officers' Union, a non-profit Texas corporation (HPOU), in its capacity as the sole and exclusive Majority Bargaining Agent for and on behalf of all Police Officers of the Houston Police Department (HPD), and the City of Houston, Texas (City); and,

**WHEREAS**, state legislation allows for an orderly and constructive procedure for cities and police personnel to meet and confer regarding the effective and efficient administration of police departments, having mutual regard for achieving and maintaining harmonious working environments and relations, the establishment of expectations of performance and excellence, the development of fair and equitable standards for wages, hours, and other terms and conditions of employment for police officers, and to provide for equitable resolution of differences which may arise; and

**WHEREAS**, as supervisors and administrators exclusively responsible for management, personnel and operation of the Houston Police Department, the City desires to voluntarily participate in the meet and confer process as an orderly and effective means to conduct relations with its police officers in order to more effectively and efficiently provide services to the citizens of this City; and,

**WHEREAS**, state law prohibits public employees from striking or participating in work slow downs, and the HPOU on behalf of all officers has pledged to support the service and mission of the HPD and to abide by the statutorily imposed prohibitions in a constructive and positive manner by also voluntarily participating in the meet and confer process; and,

**WHEREAS**, the City recognizes the HPOU as the sole and exclusive bargaining agent with requisite authority to negotiate contractual terms in compliance with state and local laws; and,

**WHEREAS**, this Agreement, being made under Subchapter J, Sections 143.351 *et seq.*, of Chapter 143 of the Texas Local Government Code, shall become effective and shall be enforceable and binding on the City, including the HPD and its administrators, and the HPOU and all Police Officers employed by the City of Houston Police Department, only if ratified and adopted by each party in the form and manner required by state and local law; and,

**WHEREAS**, the parties have agreed to successful contracts and contract amendments to date, and,

**WHEREAS**, this Agreement represents the latest and most current Agreement between the parties; and,

**WHEREAS**, the parties hereby agree and adopt this Agreement to supersede the previous Agreements in their totality and for all purposes; except as otherwise specifically stated herein; and,

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

## **ARTICLE 1: DEFINITIONS**

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used.

**Academy Date** - See Hire Date

**Accredited College or University** - A college, university, or institution of higher learning that is recognized by accreditation agencies identified by the United States Department of Education on their website.

**Benefit year** - A period of 365 days used for the purpose of awarding or calculating benefits payable to employees, which as of the effective date of this Agreement runs beginning with September 1 through August 31.

**Board of Directors** - The governing body of the Houston Police Officers' Union.

**Business Day** - 8:00 A.M. through 5:00 P.M. (Central Time) on Monday through Friday, excluding City approved holidays. Note: All references to days in this Agreement are to calendar days unless specifically designated otherwise.

**Chapter 142, 143** - Chapters 142 and/or 143 of the Texas Local Government Code; also includes any reference to any portion of Sections 142.001 *et seq* or 143.001 *et seq*, of the Texas Local Government Code.

**Chief** - The Chief of Police of the Houston Police Department or his designee in his absence for any reason including disability.

**City** - The City of Houston, Texas, including all agents, employees, officers and elected officials.

**Commander** – This rank shall replace the former rank of Captain.

**Commission** - The Police Officers' Civil Service Commission of the City of Houston.

**Contract grievance** - Any disputes arising regarding any of the terms of this Agreement that may be brought on behalf of one or more officers by the MBA or on behalf of the City by the Chief of Police through specified procedures set forth herein.

**Crime Suppression Teams** – All officers previously assigned to DTU, DGU, and Warrant Execution Teams.

**Department or HPD** - The Police Department of the City of Houston, Texas.

**Exempt officers** - All rank officers in the HPD who hold the classification of Lieutenant, Commander, Assistant Chief, or Executive Assistant Chief or pay grades VII and above.

**Fiscal Year** – For purposes of this Agreement, shall be the City's formal budget year, which, as of the effective date of this agreement runs from July 1 through June 30 of each calendar year and is denominated by the calendar year for the last day of the fiscal year (i.e. July 1, 2019 through June 30, 2020 is FY 2019).

**Hire Date** - The anniversary of employment service calculated from the date the officer was employed by the City as a police cadet or a police officer, whichever is earlier. (This date is stored in the City of Houston payroll system as **Academy Date**).

**Human Resources Director (HR Director)** - The Director of the Human Resources Department who serves as the Secretary of the Civil Service Commission and is

responsible for the implementation of these provisions and compliance with these proceedings. The term Director includes any designee.

**IHE** – Independent Hearing Examiner also referred to as Arbitrator.

**Leave Balance – See Exhibit B – Paid Time Off.**

**Majority Bargaining Agent (MBA)** - The police employee group selected pursuant to Sections 143.351 *et seq*, Chapter 143, Subchapter J, to represent all police officers employed by the City of Houston Police Department. The police employee group elected as the majority bargaining agent is the Houston Police Officers' Union (HPOU). Upon the effective date of House Bill 2972 of the 77th Session of the Texas Legislature, the HPOU is the sole and exclusive bargaining agent for all police officers employed by the Houston Police Department.

**Mayor** - The duly elected Mayor of the City of Houston, Texas, as prescribed by the City of Houston Charter.

**Meet and Confer or Agreement** - (a) The statutorily created process and procedure to allow for election of a majority bargaining agent that has the sole and exclusive authority to negotiate with a public employer concerning wages, salaries, rates of pay, hours, working conditions, grievances, labor disputes, other terms and conditions of employment and other administrative matters of interest to police officers at the City of Houston as set forth in Sections 143.351 *et seq*, Chapter 143, Subchapter J.; and (b) A written contractual understanding of mutually agreed terms of employment conditions, benefits, wages, hours, etc. as adopted and ratified by the City and the Police Officers.

**Non-exempt officers** - All Probationary Police Officers, Police Officers, Senior Police Officers and Sergeants.

**Paid Time Off (PTO)** – PTO is the bi-weekly accrual of time off accrued at the rate and the terms specified in this Agreement, including attached Exhibit B.

**Police Officer or Officer** - All peace officers, as currently defined in Chapter 143.003(5), who are employed by the Houston Police Department (HPD) now or in the future. The term does not include Academy cadets, civilian employees, retirees, Arson Investigators employed by the Houston Fire Department, and any other employees specifically excluded by the terms of this Agreement.

**Police employee group** - An organization (HPOU, OSSO, and AAPOL) in which at least three (3%) percent of the police officers of the City the Houston Police Department participate, and pay dues via automatic payroll deduction, and which exists at the time of

the execution of this Agreement and does not cease to exist during the term of the Agreement.

**President** - The elected president of the HPOU in its capacity as the MBA.

**Red Book** - The calendar or ledger systems utilized by the respective divisions in the Department to record time off requests, i.e., PTO, PD Hours, holidays, scheduled in-service training, comp time, etc.

**Straight time** - A wage rate calculation that includes base pay and longevity only.

**Sworn Date** - The anniversary of employment service calculated from the date the officer was sworn in officially as a police officer with the HPD.

**TCOLE** – The Texas Commission on Law Enforcement.

**TLGC** – Texas Local Government Code.

**Union or HPOU** - Houston Police Officers' Union.

## **ARTICLE 2: RECOGNITION**

1. Based upon the HPOU's submission to the City of the results of an election performed in compliance with Chapter 143.355, the City recognizes the HPOU as the sole and exclusive MBA for all police officers employed by the HPD pursuant to Chapter 143.351, *et seq*, except for Assistant Chiefs, Executive Assistant Chiefs, and the Police Chief.
2. This Agreement should not in any way be construed as a loss or reduction of any benefits accrued by an Executive Assistant Chief or Assistant Chief under a prior contract. The Phase Down Program shall be construed as a previously accrued benefit.

## **ARTICLE 3: DURATION**

1. This Agreement shall be effective upon approval by the City Council, as reflected by the signature of the Mayor, after ratification by the MBA, and shall remain in full force and effect until the close of business on December 31, 2020, unless otherwise provided in this Agreement specifically including but not limited to Section 5.A below.
2. The parties may amend any part of this Agreement at any time during the term of this Agreement in accordance with the Amendments Article herein.



3. The parties to this Agreement may mutually agree in advance to enter into negotiations on or after January 1, 2020 to amend, renew, novate or extend this Agreement before the expiration date.
4. If the parties have not entered into negotiations or have not come to an agreement as to any amendments or a new contract prior to the expiration date of this contract, either party may notify the other in writing at least ninety (90) days before the expiration date that it desires to cancel the Agreement.
5. If neither party cancels the Agreement before the expiration date, it shall continue from month to month
  - A. Provided, however, that if the parties do not reach a new agreement by December 31, 2020, and this Agreement is continuing on a month to month basis, a 2% cost of living increase to base pay will become effective on the first full pay period after July 1, 2021
  - B. Provided, further that despite the allowance of a cost of living increase, nothing in this Agreement precludes the parties from continuing to negotiate a new agreement for a set term.

#### **ARTICLE 4: AMENDMENTS**

1. This Agreement may not be changed or altered in any manner except by mutual agreement of the parties. The parties may establish Memorandums of Understanding ("MOU") relating to the interpretation and/or application of the Agreement. An MOU may not amend or be construed to amend this Agreement.
2. Any amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective parties.
3. All amendments shall be ratified in the same manner as provided by state law for original ratification.

#### **ARTICLE 5: SAVINGS CLAUSE**

1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 6: PREEMPTION OF LEGAL RIGHTS**

1. Pursuant to Chapter 143.361, this Agreement shall supersede any previous statute or ordinance concerning wages, salaries, rates of pay, hours of work, and other terms and conditions of employment to the extent of any conflict with an existing statute, and shall preempt all contrary City ordinances, Executive Orders and Rules or General Orders of the HPD or the Commission.
2. However, to the extent not expressly preempted or superseded by this Agreement, all rights provided to Police Officers by the Fire Fighter and Police Officer Civil Service Act, Texas Local Government Code, Chapters 142 or 143, other state statutes, city ordinances, General Orders, Executive Orders, rules and/or regulations, including civil service rules, shall remain in full force and effect unless changed by subsequent legislation, court order or judgment, or Chief or Mayoral action.
3. This Agreement does not supersede any federal laws or the federal jurisdiction of any United States District Court or Court of Appeal.
4. The City agrees not to adopt or impose any city ordinances, General Orders, Executive Orders, rules and/or regulations, including civil service rules that may conflict with the terms of this Agreement.

## **ARTICLE 7: COORDINATED PROGRAMS WITH OTHER GOVERNMENTAL BODIES**

1. Upon the effective date of this Agreement, both parties agree to protect and defend the provisions of this Agreement against any unauthorized challenges at local, state and national legislative levels of government. Both parties agree to not file or support any legislative effort that affects the terms and conditions of this Agreement, that has not been mutually agreed to by both parties.
2. In the event any officer covered by this Agreement who is not representing the Union attempts to violate any of the provisions of this Article, he/she shall be prohibited from utilizing any of the provisions of this Agreement or any other similar statutory authorization that allows an officer to petition a governmental body.

## **ARTICLE 8: MANAGEMENT RIGHTS**

1. It is expressly agreed that all management rights which currently or ordinarily vest in and are exercised by the City/HPD/Chief, except those which are clearly and expressly relinquished herein by the City/HPD/Chief, shall continue to vest exclusively in and be exercised herein by the City/HPD/Chief.
2. The City/HPD/Chief shall retain all powers, duties, and rights established by Constitutional provisions, state statutes, City Charter, City Ordinances or other



sources of law, and departmental rules, standing and General Orders and/or instructions or directives, including administrative memos, and shall retain the power to act or not to act as is deemed appropriate. This shall include, but not be limited to, the right to:

- A. Manage, determine, and control the use, location, and delivery of City and/or Departmental services, City and Departmental equipment, take home and other vehicle assignments, property, facilities and City or departmental operations, Department work forces and City or Departmental affairs.
  - B. Determine the Department's activities and set forth all standards and types of service(s) to be offered to the public.
  - C. Allocate and assign work duties and duty assignments to officers, assign officers to shifts, to determine the number of shifts, hours of work (not to conflict with Chapter 142.0017), starting time, and schedule all of the foregoing. The City/Chief retains the right to establish, modify, or change any shifts, starting times, work hours and/or work schedules.
  - D. Direct police administrative activities, including determination of qualifications, the right to hire, promote, suspend, discipline, discharge/indefinitely suspend and/or transfer employees, and to determine the size of the work force and to curtail activity when necessary, except as specifically limited by the terms of this Agreement; the right to set and administer policy regarding wages and fringe benefits, including, but not limited to, scope of insurance and City's participation in costs, if any, number of days of vacation, sick leave, designated holidays, and paid time off, and to modify same at its discretion, to the extent not inconsistent with the Agreement. Any force reductions shall be accomplished in compliance with Chapter 143, as modified by this Agreement.
  - E. Determine services and police tasks to be performed and methods, schedules, standards, means and processes of the work, changes, or the institution of new and/or improved methods.
  - F. Adopt and put into effect City and/or HPD rules and regulations, performance and disciplinary rules, regulations and penalties for violation thereof.
3. The rights listed above are not all inclusive, but enumerate, by way of illustration, the type of rights which belong to the City, HPD and/or the Chief; and any other rights, powers, or authority the City had prior to the signing of this Agreement are retained by the City and/or HPD, except those which are clearly and specifically relinquished in this Agreement.

## **ARTICLE 9: EXECUTIVE ASSISTANT CHIEF RANK AND POSITION(S) AND APPROVAL OF APPOINTMENTS TO ASSISTANT CHIEF AND EXECUTIVE ASSISTANT CHIEF OF POLICE**

The Chief of Police may create and maintain an Executive Assistant Chief of Police rank, classification and positions and appoint no more than five persons to such positions as needed at his discretion to properly and adequately administer the Department and allow for effective span of control. Any appointments of persons to Assistant Chief or Executive Assistant Chief positions, Chapter 143.102 notwithstanding, shall be accomplished without assessment, examination or any other formal means of evaluation, by appointment by the Chief. To become effective, only the approval by the Mayor shall be required. Appointments may be made from any rank or:

1. class of officers in the HPD so long as the appointee meets the minimum eligibility and qualifying requirements established by the Chief for such rank/position.
2. Eligibility for appointment to the rank of Assistant Chief or Executive Assistant Chief, shall include at least a Master's degree from an accredited college or university (not limited to a Texas state or private college or university) with a major in any of the arts or sciences awarded through an accredited degree program and at least five (5) years of service from sworn date with the HPD. Service at another police department or law enforcement agency may not be substituted for any part or all of the five-year service requirement.

## **ARTICLE 10: CADET HIRING AND SELECTION PROCEDURE**

1. As authorized by §143.1041, TLGC, the hiring and selection procedure currently used by the HPD to select recruits for the Police Academy shall continue as established on the effective date of this Agreement.
2. HPD is specifically authorized during the term of this Agreement and any extensions thereof to give Civil Service entrance examinations after cadets have completed the Academy training classes.
3. The MBA agrees not to challenge or assert any contrary position whether directly, through participation in litigation (to the extent authorized by law) or indirectly, by encouraging litigation challenging this term of the Agreement. To the extent that the MBA has any pending or active claims or litigation to the contrary, the MBA shall extricate itself from such participation and withdraw it, to the extent allowed by law or contract.
4. As an addition to the requirements set forth in Section 143.105 (1)(2)(3), TLGC, a person may be eligible for a beginning position with the police department if:
  - A. the applicant has at least 3 years full-time employment in the last four years prior to applying for a beginning position in the police department; or

- B. the applicant has been employed full-time for at least three years as a peace officer licensed by the Texas Commission on Law Enforcement or an acceptable licensing entity in another state that has law enforcement officer licensing requirements substantially equivalent to those set forth by the State of Texas.
- 5. To the extent that this Article conflicts with Section 143.105, TLGC this Article Shall control.

#### **ARTICLE 11: UNION PRIVILEGES**

- 1. The City/HPD shall deduct monthly union dues and other payroll deductions from each officer/member or non-member who has voluntarily authorized dues to be deducted from his/her biweekly pay. The letter requesting union dues deductions shall be signed by the President of the Union, or his designee.
- 2. Any individual member or non-member of the MBA wishing to voluntarily withdraw his/her authorization for union dues or payroll deductions may only do so by appearing at the HPOU Building and obtaining a dues deduction stop request form from the membership department. The completed dues deductions form shall be acknowledged by the President of the HPOU or his designee. The member or non-member shall then personally deliver the completed and acknowledged form to the Manager of Classified Payroll, Administration and Regulatory Affairs or their designee, with a copy forwarded to the union at the end of each calendar month.
- 3. The City/HPD shall deduct special assessments authorized by the MBA's constitution and By-laws upon written request of the MBA that is signed by its President or designee.
- 4. **THE CITY/HPD SHALL NOT DEDUCT DUES OR DEDUCT ANY SUM PROVIDED FOR HEREIN UNTIL THE POLICE EMPLOYEE GROUP PROVIDES A SIGNED DOCUMENT FROM THE PRESIDENT OF THE MBA OR OTHER EMPLOYEE GROUP AGREEING TO INDEMNIFY, DEFEND AND HOLD THE CITY/HPD HARMLESS AGAINST ANY CLAIMS, DEMANDS, SUITS, OR ANY OTHER FORM OF LIABILITY THAT SHALL ARISE OUT OF OR AS A RESULT OF ANY ACTION TAKEN BY THE CITY/HPD FOR PURPOSES OF COMPLYING WITH THIS ARTICLE.**
- 5. After the effective date of this Agreement, the City shall wire transfer dues or any other authorized payroll deductions or payments covered by this Agreement to the financial institution account designated by the MBA on the same business day as they are deducted from the officer's city payroll check.
- 6. The MBA is allowed to post only general membership or union notices and announcements on the designated bulletin boards provided by the Department at each division at the decentralized stations and at each division at HPD

Administrative Headquarters. The bulletin boards are provided as a courtesy and convenience for announcements affecting members, such as recreation and social events, meetings, elections, reports of activities, shared information from other law enforcement organizations, laws and judicial decisions affecting public employees, and are not intended as an open forum for opinions, commentaries, letters, or other written communication.

- A. Any matter posted on the bulletin boards must clearly identify the author and may not violate any General Order or include any disparaging, discriminatory, defamatory, or derogatory expressions, terms, comments or depictions, caricatures, illustrations or drawings whether generalized as a group/race or directed towards any specific person(s), ethnic/racial/gender/religious groups, or the department that would create any factionalism, friction, hostility, dissension or disruption in the work order and flow.
  - B. Any item to be posted on the bulletin board must have the prior approval of the Chief which shall be granted if the specific requirements of this provision are complied with. Any item posted that is not in compliance with this provision shall be removed immediately at the Department's request. Any violations may void the privilege and opportunity to post any matter in the future, even if it complies with all the requirements.
7. Upon the effective date of this Agreement, the City shall amend the department's personnel information form to include a provision that would enable all officers covered by this Agreement to authorize the release of information contained on the form to the MBA.

## **ARTICLE 12: MBA GROUP LEAVE TIME POOL**

- 1. In the first full pay period in September of each year, the department shall deduct two (2) hours from each officer's Paid Time Off (PTO) accumulated bank of time with a cash value and credit the time deducted to the MBA Union Business Leave Pool ("UBLP").
- 2. The donated time will be utilized by the MBA to conduct union business associated with the administration, representation, and protection of this Agreement, the MBA, and the Department.
  - A. The donated time will be utilized by the President and up to four (4) designees who have been approved to utilize leave under the provisions of this Agreement.

- B. Additional approved members of the Union may also be allowed by the Chief to utilize donated time that is available under the provisions of this Article.
- 3. The Chief of Police reserves his existing authority to temporarily revoke the utilization of banked time by an officer representing the MBA during declared emergencies or when use of such time would create an undue disruption of police services.
- 4. The MBA president or his designee shall notify the Chief of Police in writing of the names of the MBA representatives who will be authorized to conduct union business on behalf of the MBA.
- 5. Between July 1<sup>st</sup> and 15<sup>th</sup> of each year of this Agreement, an officer may elect to cancel his donation of time to the MBA by personally appearing off duty at the MBA office and completing the forms, in person, during regular business days, 8am – 4pm.
  - A. The MBA will deliver a copy of the leave pool withdrawals by July 31<sup>st</sup> to the City's designee
- 6. All donated time in the MBA Union Business Leave Pool that is not utilized in the benefit year in which it is donated shall be carried over to the next benefit year leave pool. If the MBA determines that sufficient time exists in the MBA Union Business Leave Pool, the president or his designee may temporarily halt for a time certain the continued deduction of donated time from all officers.
- 7. In the event the MBA is unable to accumulate a sufficient amount of donated time necessary to conduct union business, the MBA may be required to reimburse the city for approved MBA representatives conducting union business.
  - A. The rate of hourly pay for any such reimbursement shall be based on median rate of pay of a police officer and shall be placed in the Houston Police Department's budgeted overtime account.

#### **ARTICLE 13: NONDISCRIMINATION**

- 1. It is expressly agreed that no provision of this Agreement shall be construed or implemented in a manner so as to discriminate against any officer for any reason set forth below:
  - A. Any officer is free to join or participate in any police employee group of his/her choosing or to not belong to any police employee group and still be fairly represented in this Agreement. The City and the MBA shall not discriminate for or against any officer on the basis of membership in an Employee organization.



- B. HPOU recognizes its responsibility as the exclusive MBA under the meet and confer statute and agrees to fully comply with the law and this Agreement, by fairly and fully representing all police officers in the department so long as they are covered by this Agreement.
2. **HPOU AGREES TO INDEMNIFY THE CITY/HPD/CHIEF AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF OR BY REASON OF ANY ACTIONS TAKEN BY THE HPOU IN VIOLATION OF THIS SECTION.**

**ARTICLE 14: IN-SERVICE TRAINING AND PRE-SERVICE TRAINING**

1. Department mandated in-service training will be conducted on-duty for all Officers. Additional on-duty training may be approved at the discretion of the Chief of Police or designee. The annual TCOLE required firearms qualifications for an officer's primary handgun shall be conducted on-duty. Any Department required remedial firearms training will be conducted on-duty.
2. The MBA may present a core curriculum lesson plan for all HPD pre-service training and lateral entry classes in cooperation with the Division Commander of the Academy, or his designee, and instruct cadets regarding the police labor and legislative history of our department as well as explain the current meet and confer contract benefits and provisions, excluding the provisions of the Houston Police Officers' Pension System Meet and Confer Agreement.

**ARTICLE 15: MBA PARTICIPATION ON OFFICIAL COMMITTEES**

1. The MBA may select one member and an alternate to participate on the HPD Crash Review Board, Administrative Discipline Committee, and the Divisional Administrative Disciplinary Committee, to be appointed by the Chief. Any other appointments to HPD standing committees shall be at the sole discretion and invitation of the Chief.
2. The MBA may also select one member and an alternate to participate on other official standing committees of the City whose decisions affect officers and/or their benefits such as the Health and Benefits Advisory Board at the appointment of the Director of the Human Resources Department. This does not apply to any committee in which the membership is restricted to appointments of the City or the Mayor and any other authorities or entities.
3. The MBA shall recommend to the Mayor police officer nominees for any city committee positions that are restricted to the appointment of the Mayor, however, the final decision regarding which police officer (if any) is appointed shall remain exclusively with the Mayor.

## **ARTICLE 16: MAINTENANCE OF STANDARDS AND BENEFITS**

1. All rights, privileges and working conditions enjoyed by officers under existing federal and state laws on the effective date of this Agreement shall remain in effect and unchanged for the duration of this Agreement unless changed by this Agreement, mutual consent, legislative amendment or judicial decree. More specifically, these include, but are not limited to:
  - A. HPD's obligation to supply uniforms and related accoutrements;
  - B. Clothing allowances for those assignments currently receiving them;
  - C. Breaks and mealtimes as part of the eight-hour shift;
  - D. All special and other specified pay rates set forth in Chapters 142 or 143 of the Texas Local Government Code, as well as City ordinances;
  - E. Court attendance requirements and compensation for attendance;
  - F. Current policy, practice and procedures on injury on duty leave and its application to a second year of IOD leave; and,
  - G. Current extra job policy with respect to the maximum number of hours that may be worked.
2. Those programs in place and in effect at the time that this Agreement is duly ratified and adopted shall continue to be maintained, provided that specific reference to a particular program is included in this Agreement, and provided further that any clarifications, modifications, or and/or amendments to the program shall establish the basis on which the program shall be administered.

## **ARTICLE 17: LABOR RELATIONS COMMITTEE ("LRC")**

1. Purpose. The parties acknowledge that a harmonious working relationship is essential to the success of this Agreement, and the first basic tenet of such a working relationship is cooperation and mutual recognition of each other's positions with regard to issues that affect officers.
  - A. To such end, a Labor Relations Committee ("LRC" or "Committee") shall continue as previously established to mutually explore such issues and seek joint recommendations for resolutions to problems that may arise in the workplace.

- B. The Labor Relations Committee is meant to establish a more formal and institutionalized mechanism for reciprocal exploration of workplace issues in a positive manner. This forum is not for purposes of embarrassment or castigation of one party by the other. Moreover, this cooperative and mutual working relationship is advisory only and not meant to supplant management initiatives, prerogatives and decision-making authority.
  - C. Neither the Chief, nor the HPD, nor the City is bound to implement any resolution recommended by the Committee, except as specified to in other Articles contained in this Agreement.
- 2. Structure and membership. The Committee shall continue to consist of ten members. There is no qualification for appointment other than employment by HPD. Five appointments each shall be made by the Chief and the President of the MBA. Removal and appointments shall be at the sole discretion of the appointing party at any time.
  - 3. Meetings. The Committee shall meet regularly at least bi-monthly at an agreed upon date, time and location, unless agreed otherwise by the Chairperson and the President of the MBA. Special called meetings may be held in the interim at the call of the Chief and be limited to issues requiring special consideration. A quorum is not required for action to be authorized by the Committee. The meetings are not public or subject to the Texas Open Meetings Act.
  - 4. The Chairperson shall be appointed by the Chief and conduct the meeting through agreed upon rules of order.
  - 5. Items to be placed on the agenda shall be forwarded via the Chairperson at least seven days before the regular meeting so that relevant data, documents, and information may be assembled in time for the meeting and forwarded to the members of the Committee ahead of time.
    - A. The business of the meeting shall be conducted informally in an atmosphere conducive to the open, candid and constructive discussion of issues.
    - B. To the extent that any public entity may have confidential information, Committee members shall respect the (lawful) confidentiality of information and documents which may from time to time come before the Committee and shall not disclose information, documents or other information to anyone outside the City/HPD unless prior authorization is given by the Chief. All such documents or other materials shall be marked "Confidential – Disclosure Restricted."
    - C. In keeping with the open and candid discussion, every member of the Committee shall be furnished with all relevant documents or other information necessary for full consideration of any issue on the Agenda to the fullest extent allowed by law. Additional related documents and



information may be requested, but will only be provided, if relevant and at the discretion of the Chief. Such additional information shall be generally provided unless a legitimate business exclusion (such as threatened or pending litigation, pending administrative decisions, etc.) prohibits such disclosure.

6. The Committee shall be responsible for the following, including but not limited to:
  1. Making recommendations on issues that affect officers;
  2. responding to requests for input from the Chief;
  3. proffering issues that affect the health and safety of officers, including but not limited to equipment, working conditions, etc.,
  4. selecting arbitrator/mediators for contract grievances;
  5. selecting grievance examiners for Step III grievance hearings;
  6. appointing the selections made by each party and establishing the rotational order of independent hearing examiners;
  7. establishing rules and procedures for adoption and approval of the POCSC;
  8. identifying and suggesting ways to improve the effectiveness of police officers, increase professionalism and develop pride in the police services of the City of Houston;
  9. appointing an MBA official on any Body Worn Camera Committees;
  10. Approve requests to donate time to a family member;
  11. reviewing and approving officers eligible to utilize the Convalescent Officer Leave Pool consistent with the City's existing policy;
  12. Approve any changes to the Physical Agility Test (PAT) if requested by the Chief; and,
  13. any other tasks delegated to the LRC in the Agreement or by the Chief of Police.
- A. Items that may not be discussed are personnel or disciplinary issues affecting any individual officer, confidential medical or disability information relating to an officer (unless written authorization is provided by the officer), individual drug or alcohol tests or results, or items specifically charged to other Committees, (e.g. strategic planning, etc.) unless the Chief specifically requests or agrees that the matter should come before the Committee.

- B. The Committee has no investigatory powers or duties. No individual member of the Committee may request information for purposes of conducting individual or collective investigations of any issue or use his/her membership on the Committee to directly represent or imply authority to conduct an investigation of any kind.
- 7. Public Records. Because the City/Department is a local government agency, any records or documents created by the Committee are subject to the Texas Public Information Act and may be disclosed to any requestor upon written request through established departmental procedures unless there is an exception to the Act, which requires or allows for non-disclosure.
- 8. Consultation With Experts. The MBA may consult with one or more experts, national associations or organizations or any other law enforcement related entities for purposes of advice, counsel or recommendations on any issues that may properly come before the Committee. Any such consultations shall be at the MBA's sole expense, behest and behalf.
  - A. The MBA may not state in any form or manner that it represents or is authorized to contract on behalf of the City, the Chief, or the HPD.
  - B. The City does not expressly waive any privilege. No confidential information may be provided to any third parties (experts, consultants, organizations, etc.) without the express written authorization of the Chief.
- 9. Work Time Compensation. Members of the Committee, representing the Union, shall be allowed time from their regular duties to attend Committee meetings or other official Committee business but must utilize MBA Union business leave pool time. Members of the Committee, who work evenings or nights, will be allowed to schedule shift changes to allow the member to attend meetings on duty time. Overtime shall be authorized to attend Committee meetings or other Committee business at the discretion of the Chief for members eligible for overtime. Attendance at any other activity that is considered official Committee business, other than Committee meetings, shall require the authorization of the Chief.

**ARTICLE 18: MINIMUM ELIGIBILITY REQUIREMENTS AND CONDITIONS FOR PROMOTIONAL EXAMINATION**

- 1. Police officers shall not be eligible to take the promotional examination for the rank of Sergeant until they have completed at least 4 1/2 years of service calculated as 1,644 days from sworn date to the final sign-up date (two of which must be continuous service immediately prior to the final sign-up date). The service period calculation excludes all temporary suspensions of ninety (90) days or more.

2. Before a classified employee may participate in any phase of the promotional examination process, the employee must have continuous service at the current rank for two years immediately prior to the final sign-up date for participation in the promotional process, calculated from the date of the vacancy which the candidate filled. The service period calculation excludes all temporary suspensions of ninety (90) days or more.
3. As a condition of eligibility to take the promotional examination for Lieutenant, candidates for promotion must have obtained an associate's degree or higher, or 65 hours of coursework (excluding credit granted for life experience or training hours when no degree has been conferred) from an accredited college or university prior to the final sign-up date. Proof must be provided by the date indicated in the exam notice.
4. As a condition of eligibility to take the promotional examination for Commander, candidates for promotion must have obtained a bachelor's degree or higher from an accredited college or university prior to final sign-up date for the promotional examination. Proof must be provided by the date indicated in the exam notice.

## **ARTICLE 19: PROMOTIONAL PROCESS**

The parties each agree that this Article has been created with the joint goal of implementing promotional processes that avoid employment practices which discriminate or result in discrimination on the basis of protected class, are consistent with applicable legal standards, and are consistent with validation standards generally accepted by the psychological profession.

### **Section 1. LRC Test Subcommittee**

1. For each promotional exam, the Labor Relations Committee shall appoint a Test subcommittee of no more than eight members with four members each selected by the HPD and the MBA respectively.
  - A. Members should be of at least the rank being tested or higher and have at least two years in the rank.
  - B. Membership of the subcommittee should be as balanced as possible as to gender, race, age, rank, etc. All members must vote either in person or by proxy for selection of the vendor.
  - C. Any tie vote or impasse on an issue of the subcommittee shall be broken by a vote of the Labor Relations Committee.

2. Whenever an independent vendor or other qualified test developer is expected to be selected to administer and/or develop a promotional examination, the LRC shall be responsible for reviewing all bids and recommending a vendor(s) to the Chief.
3. The Test subcommittee shall be responsible for monitoring testing and assessment procedures, determining a course of action whenever a procedural question arises, unless otherwise specified by the Agreement.
4. The Test subcommittee shall review appeals of the written exam. The decision of the Test subcommittee shall be final.

## **Section 2. Examination Notice**

1. Examinations shall consist of written and assessment components.
2. Notice of the examination is sufficient if posted prior to the ninetieth (90<sup>th</sup>) calendar day before the scheduled date of the examination. Exam study sources shall be posted between forty-five (45) and fifty (50) calendar days before the scheduled date of the exam, excluding the exam date and the announcement date. Notwithstanding any requirements in the TLGC or City Ordinance, the LRC shall be responsible for determining the posting procedures for items listed above.
3. Notwithstanding any requirement of the TLGC, at the time the test is announced, the Chief need not declare the number of existing and anticipated openings to occur over the life of the list.
4. Candidates shall be required to sign up to take the examination and to verify eligibility and supplemental points and to abide by other procedural requirements according to the terms specified in the notice of the examination. Candidates who fail to comply with the requirements as noticed will not be permitted to take the examination.
5. The actual date of the examination may be rescheduled for up to sixty (60) days in the event of circumstances beyond the City's control, including but not limited to, extraordinary weather events or other emergencies, or loss of test venue. In the event of a rescheduling, no further notice of the examination is required other than the new time, place, and date of the rescheduled examination, notwithstanding Chapter 143.029 and 143.107. Notice shall be provided at least thirty (30) days prior to the rescheduled examination date, unless otherwise approved by the LRC. Notwithstanding any requirements in the TLGC or City Ordinance, the LRC shall be responsible for determining the posting procedures for items listed above.

6. The written examination component shall be administered before the assessment center.
7. The City may schedule exams at its discretion so that examination of candidates does not impose operational or financial burdens upon the Department.
8. Examinations, orientations, and appeals must be conducted on the officer's off duty time.

### **Section 3. Exam Source Materials**

1. The Test subcommittee shall be responsible for recommending exam sources to the Chief of Police including those suggested by the test developer. The Chief of Police will make the final decision regarding sources.
2. No more than four source materials that are related to the job duties and responsibilities of the rank are to be tested.
3. For purposes of this section source materials may include, but are not limited to, any combination of the following: 1) City policies/ Department policies / General Orders; 2) this Labor Agreement; and, 3) professional publications, which could include a textbook or a compilation of professional articles.

### **Section 4. MBA Observation**

1. Process safeguards shall be implemented by the test administrator to identify and correct technical problems at their earliest possible instance and to manage, with the input of at least one (1) MBA representative and one (1) Department representative, such technological complications in a systematic and fair approach. Prior to scoring by the assessors, the Test subcommittee shall be responsible for determining whether to score an assessment exercise in the event an exercise must be eliminated.
2. Both the Department and the MBA shall each be entitled to have one (1) observer present during the administration of the Assessment Center, but shall not be permitted to observe any candidate's actual assessment exercises. Observers shall be subject to the security and safeguard procedures as determined by the test administrator and may be ejected by the test administrator for non-compliance with the same or for otherwise disrupting the assessment.
3. Both the Department and the MBA shall each be entitled to have one (1) observer present during any meetings with and during the training of assessors.



## **Section 5. Written Exam**

1. Prior to and after testing, the finalized examination shall be kept in a safe and secure manner by the test developer.
2. The written exam component shall be graded immediately and a written score provided to the participant immediately whenever practicable, but not more than 48 hours after the exam.
3. A pre-appeal list of test scores shall be prepared and posted in a conspicuous place as identified in the exam notice.
4. Any officer who has taken a written promotional examination may review his/her examination results and file an appeal of any question(s) on the test and/or a rebuttal of any other candidate's appeal to the Test subcommittee.
  - A. Candidates for Sergeant must appeal and rebut within five (5) business days after the day of the posting of the pre-appeal list.
  - B. Candidates for Lieutenant must appeal and rebut within four (4) business days after the day of the posting of the pre-appeal list.
  - C. Candidates for Commander must appeal and rebut within three (3) business days after the day of the posting of the pre-appeal list.
5. All appeals and rebuttals shall be filed with the Test subcommittee at the location designated in the exam notice.
6. The appeals will be given to the test developer who shall respond to the appeal(s) and rebuttal(s) within five (5) business days and make a recommendation for a resolution of the question at issue to the Test subcommittee.
7. Within five (5) business days after receiving the test developer's response, the Test subcommittee shall determine the action to be taken, if any, on the question. The decision of the Test subcommittee shall be final. In case of a tie vote by the subcommittee, the tie will be broken by a vote of the LRC.
8. Following the Test subcommittee's determination, a Preliminary List of test scores shall be prepared and posted within three (3) business days in the location as provided in the exam notice.

## **Section 6. Assessment**

1. Assessments shall be used to test the knowledge, skills, and abilities of the candidates. The test developer shall establish assessment criteria using principles of validity. Assessments shall be video recorded for scoring purpose, although in the event of technical difficulties that impair the video recording, but do not impair the audio recording, then the audio alone will be scored.
2. The test administrator shall conduct assessments in the following manner:
  - A. Sergeant: The candidates shall be ranked in order of the highest ranked test scores on the written exam. The top 250 candidates on the Preliminary List shall be eligible to be assessed first, regardless of score. Tie breaker protocols as described in this Article shall apply. Additional assessments may occur in groups of 100 candidates in order of the Preliminary List. The Department may elect to assess multiple bands simultaneously as long as the bands are ranked separately.
  - B. Lieutenant: all candidates shall be eligible to be assessed.
  - C. Commander: all candidates shall be eligible to be assessed.
3. The Department may require candidates to sign up for assessment prior to the assessment date in order to verify attendance at the assessment.
4. Assessors shall score the assessment without regard to the candidate's race, color, gender, ethnicity, religion, age, disability, sexual orientation, genetic information, gender identity, pregnancy, national origin, or other legally protected characteristic. Each assessor shall receive written and oral admonitions regarding this point prior to commencing assessment scoring.
5. The assessment may include a variety of exercises including, but not limited to the following exercises:
  - A. In-Basket; Problem Solving/Analysis;
  - B. Oral Resumes/Structured Interviews;
  - C. Role-Playing
  - D. Memo/Report Writing;
  - E. Oral Presentation/Plan Preparation;
  - F. Staff Meeting;
  - G. Special event/Operations; and,

- H. Others as they are established and determined to be reasonably valid predictors of job related characteristics.
- 6. The test developer is not required to utilize all of the exercises above, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.
  - 7. The test developer shall also select the assessors to grade the assessment component who shall meet the following criteria:
    - A. Equivalent rank to the promotion, or above, with service from cities with a population of 200,000 or greater;
    - B. Shall not reside in the Houston Standard Metropolitan Statistical Area;
    - C. Shall not be related to any candidate for promotion;
    - D. Shall not be personally known to any candidate for promotion;
    - E. Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank; and,
    - F. Shall not be a current or former employee of the City of Houston, HPD, the MBA or any other HPD employee group.
  - 8. The test developer shall conduct one or more orientation sessions for candidates prior to administering the assessment. Attendance at the orientation is strictly voluntary.
    - A. Candidates eligible to be assessed shall be permitted, at their request, to attend one orientation session off-duty. Efforts should be made, and schedules changed if necessary, in order to allow off-duty attendance at orientation.
    - B. Those officers who are working a shift just before the orientation shall attend in their off-duty time, but shall be permitted to use appropriate leave for time off to rest in advance of the orientation.
  - 9. Nothing in the assessment process may be appealed either to the Commission or to District Court. The final Assessment Center grade reached pursuant to this subsection shall be final and shall not be appealable.

#### **Section 7. Review of Exam Materials**

- 1. After the approval of the final official rank order eligibility list a candidate may review only his/her own written exam and recorded assessment:



- A. No copies shall be provided, nor shall an individual copy or attempt to copy the recording by any manner;
- B. No candidate may view or copy another candidate's recording or examination grading; and
- C. No candidate may have any other individual present during the viewing session.

Any other right of access to exam material afforded by Chapter 143 is hereby preempted.

## **Section 8. Final Scores**

1. The written examination shall be no more than 100 questions.
2. The test developer shall determine the point value for each exam item, provided that the points available for the written examination shall be one hundred (100) points and the points available for the assessment components shall be one hundred (100) points. If any written exam question is eliminated each candidate will receive full credit for the eliminated test item.
3. The exam components during the term of this contract shall be weighted as follows:

Rank	Written	Assess	Score
SGT	50%	50%	100 x 50%
LT	50%	50%	100 x 50%
COMMANDER	40%	60%	100 x 40%; 100 x 60%

4. After adding the final written examination score and the assessment score, the vendor shall add the supplemental points, as described below, to create a final official rank order eligibility list. The maximum a candidate can score is 113 points. The City will post a final official rank order eligibility list pending certification by the Commission. The final official rank order eligibility list shall then be forwarded to the Commission for certification.
5. The Department shall accept documentation of supplemental points up to, and including, the date of the written test. No proof of supplemental points will be accepted after such date. Candidates who do not provide documents required for supplemental points or do not timely provide such documents will not be awarded supplemental points.

6. Seniority, education and military points shall be calculated as of the date of the final sign-up for the promotional process.
7. A maximum of 13 supplemental points shall be awarded as follows:
  - A. Seniority Points to a maximum of 10 points; 1 point per completed year of classified service from Hire Date; and
  - B. Education Points to a maximum of 3 points: 1 point for a Bachelor's Degree, or 2 points for a Master's Degree, or 3 points for a Doctorate Degree; or
  - C. 1 Military Point (but not both Education and Military) for minimum 24 month's service or honorable discharge from the United States Armed Forces or National Guard. Honorable Discharge from United States Armed Forces or National Guard must be reflected on DD214, or proof of active U.S. Armed Forces reservist or active National Guard Service reflected by unit assignment orders.
8. Any tie scores shall be broken by the tie-breaking procedures as follows in descending order:
  - A. On the basis of seniority in rank;
  - B. On the basis of seniority, calculated from employee's Hire Date;
  - C. By overall cadet class ranking;
  - D. Alphabetically, using the last name of the employee.

**Section 9. Promotional Lists and Appointments**

1. For all promotional examinations, a final, official rank order eligibility list shall be created in accordance with Chapter 143 of the TLGC, as amended by this Article, and shall be certified by the Commission.
2. Eligibility lists shall remain in effect for two (2) years beginning on the date of the administration of the first exam component. Eligibility lists shall expire at 11:59 p.m. central time on the last day of the two (2) year life of the list (for example: Written exam component given on January 1, 2013. List expires on December 31, 2014, at 11:59 p.m.).

3. Promotions shall be made from the final eligibility list in effect at the time a vacancy occurs.
4. The 60 and 95-day provisions of Chapter 143 for promotions from vacancies with and without an existing list respectively shall remain in effect unchanged.
  - A. No back pay shall be awarded where a delay occurs in filling a promotion due to a delay in assessment or as a result of an appeal of the written test questions.
  - B. Back pay eligibility shall be unaffected by bypass procedures.

#### **Section 10. Commander Promotions**

The parties agree to negotiate in good faith during the next contract negotiation to consider adding an additional component to the Commander's promotional process.

#### **Section 11. Effective Date**

The above provisions of this Article become effective upon ratification of this Agreement and apply only to those promotional examinations that are announced after the date of ratification. Eligibility lists in effect at the time of ratification shall be unaffected by any timeline or process altered by this Agreement.

#### **Section 12. Preemption.**

To the extent that any provision of this Article conflicts with or changes any provision in Chapters 141, 142 and 143, including Sections 143.029, 143.030, 143.032, 143.033, 143.036, 143.107, 143.108, of the TLGC, or any other statute, executive order, local ordinance, or rule, this Article shall supersede such provisions, as authorized by Chapter 143.361 of the TLGC.

### **ARTICLE 20: BYPASS PROTOCOLS**

1. Chapter 143, §143.036 (f) & (g), TLGC are hereby incorporated by reference; but is hereby preempted by the specific terms of this Article related to bypass decisions.
2. As to Commanders, the following selection protocols shall apply:
  - A. The Chief may fill a Commander vacancy from the top five (5) candidates of a certified list.

- B. The standard of review for a bypass exercised in a Commander's list is "just cause".
  - 1. The statutory provisions of §143.036(f), TLGC to the contrary are hereby overridden by Agreement.
- C. If a bypassed candidate chooses not to appeal the bypass, that candidate shall retain his or her position on the certified list for as long as the list remains active and the candidate has not been bypassed five times.
- D. If the candidate chooses to appeal a bypass, and the Chief's decision is sustained following the appeal process, the officer shall be removed from the list at that time and no longer eligible for consideration off of that list.
- 3. As to Sergeants and Lieutenants, the following selection protocol shall apply:
  - A. The Chief may fill a Sergeant or Lieutenant vacancy from the top three candidates of a certified list.
  - B. The standard of review for a bypass exercised in a sergeants or lieutenant's list is "just cause".
    - 1. The statutory provisions of §143.036(f), TLGC to the contrary are hereby overridden by this Agreement.
- 4. If an eligibility list exists on the date a vacancy occurs, the Chief must exercise the bypass authority over the promotional candidate no later than the 60<sup>th</sup> day after the vacancy occurs. If an eligibility list does not exist on the date a vacancy occurs, the Chief must exercise the bypass authority over the promotional candidate no later than the 150<sup>th</sup> day after the vacancy occurs.
- 5. If a candidate is advised by the Chief in the bypass letter that he/she is being bypassed more than once and the candidate desires to appeal the bypass decision by the Chief, there shall be only one appeal even though the bypass letter may contain more than one bypass action.
- 6. The above listed bypass provisions shall apply to any promotional list certified after the ratification date of this Agreement.

#### **ARTICLE 21: CLASS B AND C OFFICERS**

- 1. All Class B Officers have been converted to the "Class A" position configuration.
- 2. Any former Class B personnel transferring out of their current assignment within the Houston Forensic Science Center ("HFSC") or non-uniform administrative assignment within the HPD to a patrol or investigative function shall adhere to the following:

- A. Police Officers and Senior Police Officers (former Class B Identification Officers and Master Identification Officers) and Sergeants (former Class "B" Senior Identification Officers) desiring an assignment to a uniform or investigative division must also successfully complete the applicable field training program and any other departmentally mandated selection process.
  - B. Lieutenants (former Class "B" Deputy Administrators) will be assigned at the discretion of the Chief of Police, based on the Chief's assessment of the overall needs of the department.
  - C. Any officer previously classified as a Class B Police Officer, Senior Police Officer, or Sergeant who does not complete the Field Training Program, or for whatever reason does not successfully complete the Field Training Program, shall not be allowed to transfer to an operational field assignment in patrol or investigations, unless authorized by the Chief of Police, or the Chief's designee.
  - D. The parties acknowledge that the time it takes to transfer an employee will be governed by the hiring and training processes, both of which should be done as effectively and efficiently as possible.
3. Positions limited to Class C officers shall be civilianized through attrition. All current Class C officers shall continue to enjoy promotional opportunities afforded under Chapter 143. This provision, if the need arises, will specifically authorize the number of promotional candidates to be less than three (3).

## **ARTICLE 22: DEPARTMENT DIVISION MANAGERS**

- 1. Departmental Division Commanders shall hold a minimum rank equivalent to Commander of Police.
- 2. The following existing units may utilize non-classified full-time employees of the department to serve as unit or division managers, such as: ADR, Legal Services, Jail, Joint Processing Center, Planning, Psychological Services, Public Affairs, Records, Fleet, Property Division, and Technology Services.
- 3. All other divisions and units currently supervised by classified officers shall remain under the authority of the Department and supervised by classified police officers. Any additional divisions or units shall require unanimous approval by the LRC.
- 4. Any licensing fees or fines currently collected by the Department shall remain in departmental accounts.
- 5. Classified personnel working within these divisions/units are subject to being supervised by civilian personnel as it relates to non-police related matters.

Classified officers assigned to the above listed divisions shall not be directed by a civilian manager as to any police related matter where the police officer is required to use his authority as a police officer to accomplish the assignment. All police related matters, orders, or directives to subordinate classified members of any division shall continue to be handled or issued by other classified members of a higher rank.

- A. Further, §143.103(b), TLGC is hereby modified to the extent that any classified officer of any classification may report to a higher ranking classified officer of any classification.

**ARTICLE 23:       TRANSFER OF CERTAIN FORENSIC FUNCTIONS TO HOUSTON FORENSIC SCIENCE CENTER**

1. Employees who report to the Houston Forensic Science Center ("HFSC") shall be treated consistently with the Interlocal Agreement between the City of Houston and the HFSC in effect at the time of the ratification of this Agreement.
2. Positions within the HFSC can be designated as civilian or classified and the following will apply:
  - A. Positions will remain filled by existing classified personnel until such time as the person voluntarily vacates the position, is promoted, or is removed from that position on a for cause basis.
  - B. Upon becoming vacant, the management of the forensic operation can opt to convert that position to a civilian one or leave it as a classified position.
3. Any classified person working in a forensic position may be subjected to being supervised / managed by civilian forensic supervisors / managers working within the forensic operation.
  - A. The nature of the forensic operational supervisory / management responsibilities is restricted to direction involving how forensic responsibilities are to be performed and who will perform them.
    1. Direction regarding when forensic responsibilities will be performed should primarily be determined by the civilian forensic supervisor / manager;
    2. Direction regarding what type of evidence will be collected at a scene will be governed by the on scene criminal investigator.
  - B. When the need arises, classified investigators and supervisors / managers and forensic personnel (classified and civilian) should work together to avoid confusion when directing forensic employees at the scene of a criminal incident.



- C. Civilian forensic supervisors / managers do not have the authority to direct classified personnel, not assigned to the forensic operation, at crime scenes.
  - D. Civilian forensic supervisors / managers will also be responsible for all HFSC administrative responsibilities associated with classified personnel working within the forensic operation.
4. The Chief may designate classified led entities within the Department to be responsible for classified administrative requirements, including but not limited to, internal affairs investigations, mandatory in-service training, job performance ratings in consultation with HFSC supervisors, grievances, integrity checks, notification of drug testing, extra employment, and tracking in HPD personnel systems such as PPS, SAP, KRONOS, PRE, LMS.

**ARTICLE 24: HEC CENTER**

- 1. Houston Emergency Communications (HEC) Center will continue the civilianization process, but will continue to maintain Houston Police Department Command Control and Oversight over the dispatching of police calls for service.
- 2. The Houston Police Department will maintain a classified presence in the HEC Center at all times.

**DISPUTE RESOLUTION SYSTEMS AND PROCEDURES**

**ARTICLE 25: POLICE OFFICERS' CIVIL SERVICE COMMISSION**

- 1. The City shall continue to maintain and utilize the previously established Police Officers' Civil Service Commission ("POCSC").
- 2. The POCSC shall continue to succeed to all the authority, responsibilities and duties previously reposed in the Fire Fighters' and Police Officers' Civil Service Commission for the City of Houston as it relates to Police Officers.
- 3. The POCSC will have jurisdiction, some concurrent with IHEs, over appeals of disciplinary actions, Step IV appeals of grievances, and all other duties associated with the classification system, promotional system, and medical and psychological (fitness for duty) separations, set out in the City Charter, the Code of Ordinances, and Chapter 143, TLGC.
- 4. All disciplinary appeals from temporary suspensions of one or two days and/or written reprimands are exclusively within the jurisdiction of the POCSC, except as specifically otherwise provided in Chapter 143.129, as may be amended.

- A. The LRC shall have the exclusive authority to amend and implement revisions to this section. All members of the LRC must vote either in person or by proxy for any proposed revisions to this Article.
5. The Police Officers' Civil Service Commission shall be composed of a minimum of twelve and a maximum of fifteen commissioners.
- A. The Mayor of the City of Houston shall appoint the members of the Commission.
  - B. Members will serve three-year terms or a term concurrent with the duration of this Agreement, whichever is shorter.
  - C. If a vacancy occurs or if an appointee fails to qualify within twenty calendar days after the date of appointment, the Mayor shall appoint another person to serve for the remainder of the unexpired term.
  - D. A person appointed to the POCSC must meet the following minimum qualifications:
    - i. Be of good moral character;
    - ii. Be a United States citizen;
    - iii. Be a resident of the City of Houston or live within 30 miles of the City limits;
    - iv. Be at least 30 years of age;
    - v. Not have held a municipal public office within the preceding three (3) years;
    - vi. Not have been an employee of the City of Houston or the Union within the preceding ten (10) years; and,
    - vii. Not have a direct conflict of interest with the Union or the City of Houston (Note: A lawyer employed with a firm of over thirty (30) licensed attorneys will not be disqualified or considered to have a conflict of interest just because someone in his/her firm represents the Union or the City).
    - viii. No previous member of the Fire Fighters' and Police Officers' Civil Service Commission for the City of Houston or the Municipal Employees Civil Service Commission for the City of Houston is eligible to serve on the POCSC.
    - ix. The POCSC will be an autonomous and independent Commission of the City of Houston.



- x. The City's HR Director shall serve as the Secretary of the Commission to administer this procedure in accordance with these provisions and state and local law.
- 6. At the first called meeting of a newly appointed POCSC, the initial Commissioners shall elect a Chair and a Vice-Chair who shall serve one-year terms of office. Each January thereafter, the Commissioners shall elect a new Chair and Vice-Chair.
  - A. At the same meeting, in the presence of a representative of the MBA and the City Attorney's Office, the HR Director will randomly draw the names of the Commissioners to create a roster of Commissioners numbered from 1 through the entire compliment of appointed Commissioners.
  - B. Once established, this official roster of POCSC Commissioners will be used to select panels of three Commissioners each to hear appeals and consider all other matters to be reviewed by the Commission at each meeting.
  - C. Upon receipt of an officer's appeal to the POCSC, the HR Director shall assign the appeal to the first three names on the official roster to hear the appeal.
    - i. There will be no deviation from the order of selection from the official roster. After the three-member panel has been selected and assigned, if a member of the panel notifies the Director of his/her inability to be present at the hearing for any reason, the Commissioner will be replaced by the next available Commissioner on the official roster.
    - ii. Once a panel of three has been confirmed and empanelled, a meeting date will be set to hear one or more pending appeals.
- 7. The first Commissioner selected for the panel and is present shall serve as the presiding officer.
  - A. At least two members of the assigned panel must be present to conduct the meeting and establish a quorum.
- 8. The party with the burden of proof must have an affirmative vote of at least two (2) panel members to prevail.
  - A. In the event of a split vote of only two Commissioners present, the party with the burden of proof does not prevail.
- 9. The City shall provide to the Commission adequate and suitable office space, staff and resources necessary to conduct official Commission business.
- 10. A POCSC Commissioner shall be subject to removal pursuant to the mandates of Chapter 143.007. However, Chapter 143.007(c) does not apply to the POCSC.

11. The City Attorney's Office will not serve as a legal advisor and/or consultant to the POCSC.
12. A Rules Subcommittee of the LRC (comprised of 3 officers representing the City and three officers representing the MBA) is hereby authorized to establish, modify, or amend, a set of rules and procedures to be adopted by the POCSC.
13. All members of the LRC Subcommittee must vote either in person or by proxy to adopt and recommend the rules and procedures. Once adopted by the POCSC, the rules and procedures are to be followed on all appeals to the POCSC and to grievance examiners.
14. Attorneys representing aggrieved officers and/or the City shall be authorized to issue subpoenas pursuant to Chapter 143.010(d).
  - A. All subpoenas issued must be filed with the Commission and served upon the opposing party within 48 hours of issuance and not later than 72 hours before the scheduled Commission meeting.
  - B. Any motion to quash a subpoena shall be heard by the panel assigned to hear the appeal.
15. The Rules Subcommittee will also develop a training curriculum for orientation of POCSC Commissioners and the grievance examiners.
16. The HR Director shall cause to be created and maintained a complete, accurate and legible record of the appeal hearings of officers before the POCSC. This record shall be made by a certified court reporter or a reliable recording system that provides a complete, accurate and legible/audible record of the appeal hearing.
  - A. If recorded, the recording shall be provided at cost to the officer and shall be accompanied by a certificate attesting to the accuracy of the transcript of the record.
  - B. If a court reporter is utilized and the matter is appealed to district court, the cost of a transcript shall be shared equally by the parties.
17. If an officer is dissatisfied with any Commission decision, the officer may file a petition in district court asking that the decision be set aside.
18. The petition must be filed within 10 calendar days after the date the final Commission decision is:
  - A. sent to the officer by certified mail, return receipt requested; or,
  - B. the officer receives the decision as indicated by the receipt on the return receipt form.

- C. In the event the officer does not claim the certified mailing of the decision or the post office is unable to deliver the decision, the officer must file his appeal no later than 30 calendar days after the decision was mailed.
- 19. The Commission shall also mail a copy of the decision to the officer's legal counsel by certified mail, return receipt requested at the same time the decision is mailed to the officer.
  - A. This mailing to the officer's legal counsel is a courtesy copy only and shall not serve as a notice to the officer, nor will it serve as grounds for an appeal if not received by the officer's legal counsel.

#### **ARTICLE 26: PANEL OF INDEPENDENT HEARING EXAMINERS**

- 1. The Labor Relations Committee (LRC) shall have the sole and exclusive authority to select and maintain twelve (12) qualified independent hearing examiners (IHE's) to preside over all appeals of discipline in which an aggrieved officer has elected to appeal his discipline to an IHE instead of the Police Officers' Civil Service Commission.
- 2. A new roster of IHE's shall appointed by the LRC for a term of two (2) years. All members of the LRC must vote either in person or by proxy.
  - A. This new roster must be created no later than ninety (90) days after ratification of this Agreement. Until such time, the current roster shall remain in effect.
  - B. The City and MBA shall each select six (6) candidates for the roster. An IHE may be reappointed by the LRC and may serve consecutive two-year terms. Each party has the power to veto one (1) selection by the other party. The party losing a candidate by veto will then select a different candidate, with no right of veto by the opposing party.
  - C. If it is found during the selection process that a selectee is unwilling or unable to serve, then the nominating party shall choose another candidate.
  - D. Each party may remove, at their discretion, their appointee and nominate another candidate, for appointment by the LRC, for the remainder of the term. The candidate nominated may not have been vetoed during the selection process for that term.
- 3. To qualify for appointment, an IHE must:
  - A. be a resident of Texas;
  - B. reside within 325 miles of the city limits of the City of Houston;
  - C. be of good, moral character;

- D. be a United States citizen;
  - E. be at least thirty (30) years of age;
  - F. have previous arbitration experience; and
  - G. be a member of the American Arbitration Association (AAA) labor panel or Federal Mediation and Conciliation Service (FMCS).
- 4. In order to establish the order of the rotating panel of independent hearing examiners, the LRC will alternately select names in a blind drawing and individuals selected will be assigned in the order of their random drawing.
  - 5. Upon receipt of an officer's appeal, as authorized herein, to an independent hearing examiner, the HR Director shall assign the appeal to the first hearing examiner on the established roster and each successive examiner thereafter. There will be no deviation from this selection and assignment procedure.
    - A. Once established, the list of hearing examiners and a record of the assignments of examiners will be maintained by the HR Director for inspection and/or review during normal business hours. Any deviations from strict compliance with this roster assignment procedure shall be brought to the attention of the LRC for review and appropriate action.
    - B. If a selected examiner notifies the parties of an inability to conduct the hearing for any reason within 120 days after selection, the appeal shall be reassigned to the next independent hearing examiner on the roster.
  - 6. If at any time the number of permanent members of the panel falls below the minimum number of twelve (12), the LRC may be convened by either party. The party that initially recommended the panel member shall select a candidate to be appointed by the LRC. The candidate nominated may not have been vetoed during the selection process for that term.
  - 7. For each assignment, the IHE will be paid for all time spent conducting the hearing, for travel, and preparation of an opinion.
    - A. The IHE's daily rates shall be established annually by the Labor Relations Committee based upon an average of the daily rates of the members of the AAA and FMCS labor panels who meet the above eligibility requirements.
    - B. All reasonable, out of pocket expenses including travel and lodging will be included in the award.
    - C. All costs and fees of the independent hearing examiners will be equally paid by the officer and the City (one-half each).
  - 8. The LRC may establish a rules subcommittee comprised of three officers representing the City and three officers representing the MBA as may be needed



to review and recommend changes to the rules and procedures to be followed by the IHEs.

## **ARTICLE 27: CONTRACT GRIEVANCES**

1. A challenge to any term of this Agreement either by interpretation and/or application which applies to an officer or to the MBA may be filed only by the HPOU, in its capacity as the MBA or the City.
2. The City may not adopt the grievance of any member of the bargaining unit or any police employee groups.

### **Phase I – Formal Challenge Process**

3. The parties acknowledge that it is advisable for those who establish a working relationship to try to resolve any breach or perceived conflict relating to such Agreement at the earliest possible time and without judicial intervention. Therefore, even before a challenge is filed, the MBA or the City (represented by the Chief) shall file with the responding party, a "Notice of Intent to Challenge" (Notice) pursuant to this Agreement on an approved form provided by the Department specifying the factual and/or legal basis for the alleged challenge, which must have occurred or been discovered, whichever is later in time, but no later than thirty (30) days prior to the Notice being filed.
  - A. If the MBA or City files a challenge, it will be presumed that the MBA or City has fully reviewed the matter and finds that there is merit to the challenge and that any internal measures to determine whether to proceed with the challenge have been exhausted before the Notice of Intent to Challenge was filed.
    - i. Officers who are not members of the HPOU shall be required, at the discretion of the HPOU, to reimburse the HPOU for costs, expenses and fees related to prosecuting a challenge to this Agreement. Such costs shall include, but are not limited to, personnel costs based upon salaries and benefits, support staff, copying, research, and other expenses associated with an Agreement challenge.
    - ii. The responding party shall have a twenty-one (21) day grace period from the date of filing of the Notice to amicably resolve any challenge without the moving party having to initiate the formal challenge set out in this Article.
    - iii. If the matter is not amicably resolved within this grace period, the moving party shall have an additional nine (9) days (Phase I may take only a maximum of thirty days from the date the Notice is filed and may extend the contract grievance to only 60 days from the date

the grieved action arose or was discovered.) to file a formal challenge in accordance with the procedures set forth herein below.

- iv. Participation in Phase I is encouraged, but not mandatory.

#### **Phase II Formal Challenge Process**

4. Unless Phase I is instituted, a contract grievance must be brought within thirty (30) days of the occurrence of the act(s) which is (are) the basis(es) for the challenge, or the date of discovery, if the act was not readily apparent or discernable.
  - A. If the informal resolution process above is utilized and the moving party files a timely "Notice of Intent to Challenge", this thirty day period is extended for an additional thirty days (maximum of sixty days) from the date the grieved action arose.
  - B. Any contract grievance must be filed on an approved form provided by the Department, in the same place and manner as a grievance brought pursuant to Chapter 143.127 and must specify with sufficient detail, the law, the allegations and/or facts that form the basis of the grievance.
5. At each phase of the grievance, each party may be represented by up to two representatives and an attorney. The grievant (officer or Chief) may, but is not required to be present.
6. Once a contract grievance is timely filed, the following procedures shall apply:
  - A. If applicable, the Assistant Chief responsible for the function in connection with which the grievance has arisen shall have up to fourteen days to investigate the facts and gather information. If the actual fact gathering responsibility is delegated to a designated representative, the Assistant Chief is responsible to ensure that all tasks are timely accomplished.
  - B. The Assistant Chief will schedule a meeting with the MBA's designated representative(s), within twenty-one days of the date of filing of the challenge. The purpose of the meeting is to candidly discuss the issue(s) which serve(s) as the basis for the challenge and determine whether any possible resolution is feasible and could be recommended to the Chief. The Assistant Chief may include in the meeting any resources (for example: Employee Services, Legal, etc.) that may assist in resolving the challenge.
  - C. Following the conclusion of the meeting, the Assistant Chief shall have up to ten days to provide to the Chief a summary of the challenge, its factual basis, and a recommended resolution or course of action.
  - D. The Chief shall have up to an additional ten-days to issue a proposed resolution to the challenge. The resolution proposed by the Chief shall be served on the MBA as expeditiously as possible, but may not exceed five



days.

- i. If the Chief fails to timely propose a resolution within this fifteen-day period, the MBA may automatically elect to proceed to the next step, but must do so within ten days of the receipt date, as described above.
- E. Following receipt, the MBA shall have up to ten days to accept or reject the proposed resolution by means of a written notice of acceptance or rejection filed with the Chief.
  - i. If accepted, the Department shall implement the proposed resolution as expeditiously as possible.
  - ii. If rejected, the MBA must concurrently elect whether to proceed to mediation or arbitration.

### **Phase III – Arbitration or Mediation**

- 7. If the MBA elects to proceed to mediation or arbitration, a Request for Mediation or Arbitration shall be filed on a form approved by the Commission with the Director of the Human Resources Department who shall schedule a session with the next on the list of IHE's.
  - A. The arbitration or mediation shall occur within forty-five days of the date the Phase III Request is filed with the Director at a time mutually convenient to the parties.
  - B. Only one continuance may be granted per side and only for good cause. Each continuance may not exceed an additional fourteen days.
  - C. This period may be extended if the IHE's schedule cannot accommodate scheduling within forty-five days, but may not extend beyond an additional thirty days.
  - D. If the selected IHE's cannot accommodate scheduling the mediation or arbitration within seventy-five days, the next IHE's on the official roster shall be appointed in order of selection.
- 8. If arbitration is the elected preference, the IHE must issue proposed findings of fact and conclusions of law and a recommended award within ten (10) days of the close of the hearing. The IHE's decision is final. No appeal lies to a District Court for either party except for fraud, collusion or unless the IHE exceeded his/her jurisdiction.
- 9. If the matter is resolved through mediation, or if arbitrated and neither party appeals the recommended award, the Department shall implement the resolution as expeditiously as possible.

10. If the matter is referred to mediation and cannot be resolved, the mediator shall determine when such impasse occurs and shall inform the parties of such determination. Either immediately thereafter or upon a mutually agreed time, the mediator shall switch to arbitration mode and receive evidence, testimony and argument. The mediator (now) IHE must issue proposed findings of fact and conclusions of law and a recommended award within ten days of the close of the arbitration hearing. The mediator/arbitrator's decision is final. No appeal lies to a District Court for either party except for fraud, collusion, or if the arbitrator exceeds his/her jurisdiction.
11. In the event a challenge is filed by the City, the above described timelines and procedures shall apply adversely to the MBA (and its President in the stead of the Chief) and shall be condensed to steps 4(d) through (i) only.

## **ARTICLE 28: GRIEVANCE EXAMINERS AND PROCEDURE**

1. The Human Resources Department shall also be responsible for maintaining a roster of grievance examiners who shall be responsible for adjudicating officer grievances brought pursuant to Chapter 143.127, et. seq., TLGC and this Agreement.
2. Grievance examiners shall meet the following minimum eligibility requirements:
  - A. must be a resident of Texas;
  - B. be a United States citizen;
  - C. be at least thirty (30) years of age;
  - D. reside within 325 miles of the city limits of the City of Houston;
  - E. be of good, moral character; and,
  - F. have previous experience in the labor field.
3. Compensation of the grievance examiner shall be determined by the Director of Human Resource Department at competitive market rates for such work.
4. Grievances are limited to the following issues:
  - A. Transfers (involuntary or denials)
  - B. Denial of overtime actually worked
  - C. Written Reprimands
  - D. Permanent change in days off and/or duty hours
  - E. Semi-annual Job Performance Reviews (JPR) in which the officer's Overall Rating is reduced to less than effective. Grievances shall not be filed if the officer's JPR is reduced only in specific performance factors and which does

not result in a reduction of the Overall Rating to less than effective.

5. Any officer who files a grievance regarding a written reprimand may elect to waive his/her Step I meeting and proceed directly to the Step II grievance procedure. The employee may make this election on a form provided by the Police Department and/or may notify the Commission of his election through his designated attorney of record.

## **ARTICLE 29:        MEDIATION OF CERTAIN DISCIPLINARY APPEALS**

1. HPD intends to continue to develop and implement an alternative means of resolution of officer discipline and training through a program of mediation. In order to retain the benefits of such an effective alternative approach, all timing for dates and deadlines for the imposition of discipline (§143.117 or §143.119, TLGC) for appeals to independent hearing examiners (§143.120; §143.127; §143.134 or §143.1016, TLGC, etc.) or to the Commission shall be tolled for the period of time from the date the matter is received by the alternative dispute resolution unit until its completion with or without a written resolution or its referral to another investigatory/grievance process, but no more than 60 days, whichever occurs first. All other time frames and deadlines remain unchanged as required by Chapter 143, TLGC or this Agreement.
2. All mediations shall be conducted as required by Departmental rules and guidelines and state law. Accordingly, all discussion and contents of mediations shall be confidential. Mediations that do not result in an amicable resolution may not be disclosed to any third parties in any form or fashion by any of the parties or participants. Mediations that are resolved to agreement will be confidential to the extent allowed by law.
3. Any letter, memorandum, document, notes or other communication (oral or written) disclosed in the mediation process shall be confidential and not be made public nor shall it be included in the officer's personnel or other departmental files.
4. Any neutral third party who participates in the mediation shall not be required to testify at any subsequent proceeding or disciplinary action nor be required to disclose any communication (oral or written) which was disclosed in the mediation.
5. Any oral or written communication disclosed during mediation, is discoverable in other, proceeding, only if such oral or written communication would be discoverable or admissible independent of the mediation.
6. From inception through completion, all meetings or other procedures are exempt from the 48 hour or other notice requirements mandated in Chapter 143 or in other provisions of this Agreement relating to investigations.



## INVESTIGATION DISCIPLINARY PROCESS & APPEALS

### ARTICLE 30: INVESTIGATION OF OFFICER MISCONDUCT

1. The following provisions shall apply to the investigation and interrogation of an officer. If any portion of this procedure shall conflict with any provision of Chapter 143, TLGC, the language of this Agreement shall control.
2. "Interrogation" shall mean the process by which the Department through its supervisors or other persons assigned to conduct an investigation, presents oral or written inquiries to an officer under investigation, and requires the officer to respond orally or in writing.
  - A. Interrogations shall be conducted in compliance with the provisions of Chapter 143 and this Agreement;
  - B. See supervisor's rights for pre-investigative questioning contained in the Supervisory Intervention Article of this Agreement.
3. The officer being interrogated shall be provided a copy(ies) of the statement/affidavit/complaint that serves as the basis for the complaint by the complainant at the time the 48-hour notice is given.
  - A. If the Complainant's statement/affidavit/complaint is not provided to the officer at the time of his/her 48-hour notice, prior to his/her interrogation, the statement/affidavit/complaint may not serve as the basis for any discipline for the Class I or II violation.
4. An officer is entitled to and shall be provided written statements or affidavits received or gathered by the investigative authority from witnesses, officers or supervisors obtained during the investigation before the officer's interrogation, if the interrogation is based in whole or in part upon such witness' statement(s).
  - A. If an officer is not given the witness' statement(s), any such statement may not be used to support an administrative action or discipline against the officer;
5. In addition to the requirements of Chapter 143.1017(h), no later than the 180th day after the Department discovers an officer may have committed a felony, including a state jail felony, the Chief may send a letter to the Attorney General which shall include at a minimum, the date the alleged criminal activity under investigation occurred, the general category of offense (e.g. felony, etc.), the date of discovery, and the date the investigation was commenced.
  - A. This notice to the Attorney General shall only be required if the Chief is considering an indefinite suspension.
6. A copy of the letter to the Attorney General shall be furnished to the officer under

investigation at the time of interrogation, or at the time of issuance, if issued after the initial or subsequent interrogation.

7. An officer under investigation for a Class II violation investigated at the divisional level by an IAD investigator shall be required to receive only one (1) Notice of Interrogation at least 48 hours prior to the first interrogation in any form.
  - A. Any subsequent interrogation(s) of the same Officer on the same complaint (or any extension or collateral issue(s) related to the same complaint) shall only require a reasonable opportunity to consult with his counsel or representative before responding to such subsequent interrogation.
  - B. A reasonable opportunity shall always depend on the time and circumstances, but shall generally be construed to allow sufficient time to locate such counsel or representative and review the interrogatories, allow for review of related documents and obtain advice.
8. The provisions of §143.124, TLGC and related case law authority shall apply whenever the department utilizes the polygraph examination for an internal investigation and the department shall utilize only outside polygraphers for administrative IAD investigations.

#### **ARTICLE 31: DISCIPLINE AND DISCHARGE**

1. The Chief, or in his absence from the City or disability, his designee, may impose a disciplinary suspension upon an officer for a violation of civil service and departmental rules.
  - A. A "Notice of Disciplinary Suspension" for purposes of this Agreement refers to both temporary suspensions and indefinite suspensions. The "Notice of Disciplinary Suspension" is the letter in which the Chief lists the rules alleged to have been violated and the facts supporting the rules alleged to have been violated.
  - B. In the case of a Temporary Suspension, the Chief may suspend an officer for disciplinary reasons for a reasonable period not to exceed 15 calendar days. A temporary suspension may not be imposed later than the 180<sup>th</sup> day after the department discovers or becomes aware of the rule(s) violation, except as otherwise provided by this Agreement and/or state law.
  - C. In the case of an Indefinite Suspension, the Chief may suspend an officer for disciplinary reasons for an indefinite time period. An Indefinite Suspension may not be imposed later than the 180<sup>th</sup> day after the date of the occurrence of the rule(s) violation, except as otherwise provided by this Agreement and/or state law.



2. The Chief may indefinitely suspend an officer for a felony or state jail felony that occurred more than 180 calendar days prior to the imposition of the indefinite suspension if the officer has been charged with such felony by indictment or information.
3. If the Chief or officer offers a suspension of 16 to 90 calendar days for violations of civil service rules in lieu of an indefinite suspension, the officer may agree in writing to voluntarily accept the suspension with no right of appeal.
  - A. The officer must accept the offer within 5 working days after the date the offer is made.
  - B. If the officer refuses the offer and wants to appeal, the officer must file an appeal within 15 calendar days after the officer is served as described herein above.
4. A disciplinary suspension is deemed to have been imposed and becomes effective on the date the Notice of Disciplinary Suspension is filed with the Director of the POCSC.
  - A. This shall be true even if the period within which the disciplinary suspension is to be served, or the date on which it begins, is at a later time.
  - B. To the extent that the foregoing protocol conflicts with or supplements the provisions of Chapter 143, TLGC, these provisions shall control.
5. Service of Disciplinary Suspensions on the Officer
  - A. Personal service of the Notice of Disciplinary Suspension within the 180-day period is not required to implement the disciplinary suspension order; provided, however that the officer is entitled to receive actual or constructive service of the Notice of Disciplinary Suspension so that the officer can timely exercise any appeal rights that the officer may have.
    1. If personal service is not possible or ineffective after a reasonable attempt at such service, the Notice of Disciplinary Suspension may be mailed to the officer by certified mail return receipt requested, with delivery restricted to the officer, at the last known address provided to the department by the officer.
    2. Service shall be considered to be complete as of the date the Notice was mailed by deposit into the U. S. Postal Service.
    3. Constructive Service. If Notice is not deliverable because the officer has not provided the department with the most current address or the officer fails to pick up or timely receive the Notice when presented by the Postal Service, the Notice is deemed served upon deposit into the U.S. Postal Service and no affirmative defense to timely service



shall be allowed.

4. If the U.S. Postal Service fails to timely serve the Notice of Disciplinary Suspension through its fault, totally without fault or negligence on the part of the officer, the officer may assert an affirmative defense alleging untimely service for purposes of lodging a timely appeal under the appropriate provisions of Chapter 143.
  - A. After the Notice of Disciplinary Suspension has been served, the City shall file a receipt with the POCSC that documents service on the Officer.
    1. The City is not required to file the Notice of Disciplinary Suspension with the receipt.
    2. The receipt shall be filed within five (5) business days after the day service has been completed.
    3. To the extent that the foregoing protocol conflicts with or supplements the provisions of Chapter 143, TLGC, these provisions shall control.
6. Appeal Deadline. The officer has 15 calendar days to file an appeal from the date of actual or constructive service upon the officer as specified in these provisions.
7. The Chief and an officer may mutually agree to waive any of the time limitations imposed by this Agreement or Chapter 143, TLGC so long as the agreement is in writing and signed by the officer and his/her legal counsel, if he/she is represented by counsel, and the Chief or his designee.
  - A. The POCSC or an IHE is required to honor any such agreements if placed into the record.
8. In an appeal of any indefinite or temporary suspension, the department shall have the burden of proof by a preponderance of the evidence.
  - A. By a preponderance of the evidence, the department must show the truth of the charges and that just cause exists for the imposition of the discipline imposed.
9. In addition to the authority provided by Chapter 143, TLGC, the parties hereby agree that the POCSC or an IHE appointed pursuant to the provisions of this Agreement shall have the authority to consider a disciplinary suspension period covering any time period, including time already served between imposition of the discipline and the appeal decision.

- A. It is the intent of the Parties under this provision to override the judicial gloss imposed on the statute by the case styled *Waco v Kelley*, 309 S.W.3d 536 (Tex. 2010) which restricted the authority of the Commission and IHE's to modify discipline within the parameters of anything over fifteen (15) calendar days and an indefinite suspension.
  - B. Provided further that it is not the intent of the Parties to modify any right or privilege of further appeal or appellate review that is otherwise authorized by law to review the decision of the Commission or the IHE.
10. If a disciplinary suspension is overturned or otherwise modified and reduced, the HPD shall administratively classify the decision as having been overturned or otherwise modified on its merits, or based on a procedural default.
- A. If the decision is classified as having been made based primarily on its merits, then the alleged misconduct at issue shall be considered to have been nullified and may not be used by the Department in evaluating the officer for future transfers or promotions
  - B. If the decision is classified as having been made based primarily on a procedural default, then the alleged misconduct at issue may still be considered as relevant to the evaluation of the officer for transfers or promotions.
  - C. The administrative classification shall be made within a reasonable time by HPD Legal, confirmed by the Chief of Police, and communicated to the officer. The officer may challenge the classification to the Chief of Police, but the Chief's decision shall be final.
  - D. Any officer whose discipline is reduced or overturned after all appeals are exhausted, shall be paid the amount previously docked within thirty (30) days or will be entitled to two times the amount due.
11. If the disciplinary action is overturned in its entirety on appeal by the Commission, an IHE, or a court of competent jurisdiction, the Human Resources Director promptly shall order that the records of a disciplinary action that was taken against an officer be expunged from each file maintained on the officer by the department.
- A. Documents that must be expunged under this subsection include all documents that indicate disciplinary action was recommended or taken against the officer, such as the recommendations of a disciplinary committee or a letter of suspension.
  - B. This subsection does not apply if the disciplinary action was only reduced and not overturned, or if the officer is charged with excessive force that results in a death or injury and the charge is being investigated by a law enforcement or criminal justice agency other than the department.



- C. Nothing contained herein shall require that Internal Affairs Division records be expunged under any circumstances.
12. In any cause of action, civil or criminal, no file, or any part thereof, maintained pursuant to §143.089(g) shall be released to any party to the action until relevancy is judicially determined and an application for a protective order limiting the use of such file in that cause of action has been filed.
- A. Prior to any release of any file, the Human Resources Director shall ascertain that an application for a protective order limiting the use of the records to the immediate litigation has been filed each time such file is sought in a civil or criminal action.
- B. The City of Houston Legal Department, or its designee, shall be responsible for all legal representation related to the preparation, filing and prosecution of any order required to carry out the purpose of this section.
- C. Nothing herein shall prevent the HPD from releasing such documents to another law enforcement agency or District or U.S. Attorney's Office working on a mutual investigation as currently provided by §143.1214(b).
13. Except for Internal Affairs Division files, nothing in this Article shall be construed to prevent an officer from having access to his/her personnel file maintained anywhere by the department.
14. **POSITIVE DISCIPLINE.** In addition to the provisions in §143.122, Texas Local Government Code, after the Chief of Police has issued a disciplinary suspension, an officer may elect to have the period of suspension deducted from his/her PTO banks.
- A. The deduction shall be in increments of the officer's normal shift hours (i.e., eight (8), ten (10), twelve (12) hours), as the case may be, for each day of disciplinary suspension up to ninety (90) days.
- B. Within 5 days of receipt of a disciplinary suspension, the officer must submit to the Chief of Police a written offer to waive his right of appeal, accept responsibility and agree to have the equivalent hours of suspension deducted from one of his cash valued PTO banks. The Chief of Police will then have 5 days to accept the offer. If the offer is not accepted within 5 days, the offer shall be deemed rejected.
- C. The offer shall be considered "settlement negotiations" and may not be introduced or offered for any purpose in any disciplinary proceedings. In order to allow sufficient time for this process to take place, suspension shall not commence until 15 days from the date the officer receives the disciplinary suspension. Nothing herein extends the 15 days an officer has to file an appeal of a disciplinary suspension.

15. **MINOR DISCIPLINE AND GRIEVANCES.** The Chief of Police, at his sole discretion may delegate his authority to issue final discipline in the form of written reprimands, and 1 or 2-day temporary suspensions to classified officers. Such delegation will be to a rank of no lower than a Commander of Police who is in the officer's chain of command and has reviewed the administrative investigation that is the subject of the discipline.

Any delegated person who issues a written reprimand or an officer of higher rank within that chain of command may also be delegated by the Chief of Police, at his sole discretion, to conduct a Step II, or combined Step I and II hearing related to that written reprimand. In such cases where the Step I and Step II hearings are not combined, and the Step II has been delegated by the Chief of Police, the Step I hearing may be conducted by a Lieutenant within that same chain of command. This provision supersedes any contrary provision of State Law listed in Chapter 143, TLGC

## **ARTICLE 32: SUPERVISORY INTERVENTION**

1. The Chief shall continue a program known as Supervisory Intervention as an alternative to the formal discipline process associated with Class I and Class II complaints as currently defined by HPD. Supervisory Intervention shall be utilized to correct infractions of administrative rules and procedures of a less egregious nature specifically excluding all Class I complaints.
2. A supervisor has the right, duty and responsibility at any time to inquire as to the facts of a circumstance or situation in order to make management, operational, administrative or organizational decisions. No 48-hour notices are required before discussing the original infraction with an officer.
  - A. If the inquiring supervisor becomes the complainant in a Class I or II complaint, the same inquiring supervisor may not further investigate such alleged violation.
  - B. If the inquiring supervisor becomes the complainant in a Class I or II complaint, the same inquiring supervisor may not participate in the process of recommending discipline for the violation.
3. An officer's immediate supervisor or a supervisor discovering an infraction shall determine whether to proceed through the formal complaint process as a Class I or II complaint or as a Supervisory Intervention.
  - A. An immediate supervisor is not authorized to proceed with a Supervisory Intervention if the violation constitutes a Class I infraction or any violation not listed in the Supervisory Intervention handbook found in the Department's Corrective Action Manual.

- B. If a Supervisory Intervention is elected, no formal complaint/affidavit/statement is required as defined by Sec. 143.123 and may be based solely upon the unsworn statement of an officer or supervisor. The Supervisory Intervention must be documented, but need not be in the form of a complaint.
4. Infractions which may be included in this informal procedure include, but are not limited to:
1. Improper or incomplete uniform;
  2. Failure to keep proper personal appearance including hair length, jewelry, etc.;
  3. Incomplete work or assignment (excluding failure to complete offense report);
  4. Failure to wear or improper use of safety equipment;
  5. Failure/negligence in the care or handling of city provided property/equipment in an officer's care, custody and control that results in the loss or theft of such issued property (restitution may be required per GO#400-18);
  6. Failure to or late return of city property when due;
  7. Untimely submission of extra employment application;
  8. Failure to report current address and phone number;
  9. Improper ticket/citation;
  10. Improper or untimely response to call;
  11. Violation of beat integrity;
  12. Tardiness at beginning of the shift or returning back to service;
  13. Failure to control or improper control of prisoner;
  14. Improper demeanor while testifying;
  15. Improper, incorrect, or untimely inventory of any property valued at less than \$100.00 (Does not apply to money, narcotics, weapons, or evidence.);
  16. Improper completion of property disposition forms;
  17. Discourtesy to citizens;
  18. Refusal to identify self upon request by giving name or badge number including removal, obscuring or failure to wear name badge;

19. Improper use, abuse or improper language when using MDT;
  20. Disrespect for fellow officers;
  21. Tardiness at in-service training;
  22. Excessive breaks or unavailable for service;
  23. Unauthorized breaks;
  24. Unauthorized passenger(s) in city vehicle.
5. HPD shall maintain and update a standardized form for infractions requiring Supervisory Intervention.
  6. An officer may refuse to allow an infraction covered by this article to proceed as a Supervisory Intervention; in such a circumstance, the supervisor shall determine whether to refer the infraction to the proper authority as a Class I or II complaint.
  7. An infraction which is to be handled as a Supervisory Intervention shall be handled as follows:
    - A. Identification of the infraction and fact gathering of the underlying facts and/or details; and,
    - B. Informing the officer of the alleged infraction and request for the officer's position; and,
    - C. Analysis of the facts and evidence to determine whether the infraction, in fact, occurred; and,
    - D. Supervisor discusses the infraction with the officer including what was wrong with the act/actions of the officer, what act/actions would have been appropriate, and what resolution is recommended; and
    - E. Officer acknowledges that the infraction occurred and the officer's culpability, the conduct/acts which would have been appropriate as well as the proposed resolution; (If the officer does not acknowledge that the infraction occurred and/or his/her culpability, the officer must still acknowledge that if the conduct/actions had occurred as alleged, in the future, the matter should be handled in the manner indicated by the supervisor.); and,
    - F. Once the proposed resolution is completed, the officer acknowledges the completion of the proposed resolution e.g. training, education etc.
  8. Supervisory Intervention shall be non-punitive and is not to be considered discipline in any form or fashion. It is intended to correct or modify actions/behavior through positive encouragement, counseling, training, or reeducation. It is not intended to punish or harm an officer in any way.



- A. As a result, a Supervisory Intervention may result in one or more counseling sessions, and/or training, and/or reeducation efforts such as reviews of General Orders, SOPs, Academy lesson plans, and/or repeat task performance, classes or exercises.
  - B. Since Supervisory Intervention is not discipline, it is neither grievable nor appealable.
9. Documentation of a Supervisory Intervention shall be retained exclusively at the divisional level in the employee's divisional file and used for evaluating the officer's performance during that evaluation period only.
- A. A Supervisory Intervention may not be used in any other evaluation period.
  - B. The documentation relating to a Supervisory Intervention shall not be placed in the departmental file or the officer's official file at Human Resources.
10. Once a supervisor decides to proceed to handle a designated matter in the form of a Supervisory Intervention, he may not later refer the matter out as a Class I or II complaint unless a different, collateral or intervening infraction requires a referral as a formal Class I or II complaint. Whenever this occurs, the Supervisory Intervention may continue to completion on the designated infraction while the new and intervening, collateral matter is concurrently sent to the appropriate forum for Class I or Class II complaints, or is also handled as a Supervisory Intervention.
- A. Once referred, HPD shall follow the appropriate procedures for the resulting Class of complaint.
  - B. If evidence of unrelated infractions is discovered during this process, the supervisor may, depending on the severity of the infraction, elect to utilize the Supervisory Intervention process or may formalize the complaint on the unrelated infraction. Any statements made relating to the unrelated infraction may be utilized in any later proceeding or process.
  - C. Failure to follow traditional Chapter 143 investigative or interrogation procedures during the Supervisory Intervention phase of the review process, shall not be considered an impediment nor jeopardize the Class I or II complaint so long as the Class I or II complaint is handled in compliance with the procedures in Chapter 143 or the procedures included elsewhere in this Agreement.
11. The Chief shall have the option to reduce any discipline to a Supervisory Intervention if the circumstances warrant such a reduction.

## **SALARY – PAY – BENEFITS**

### **ARTICLE 33: SALARY, PAY, AND BENEFITS**

#### **1. BASE AND SENIORITY PAY COMPENSATION**

- A. Base pay increases for each classification are reflected in Exhibit A to this Agreement, which is hereby incorporated by reference.
- B. Effective the first full pay period after July 1, 2019, the ranks of police officer and higher shall receive a 4% base pay increase.
- C. Effective the first full pay period after July 1, 2020, the ranks of police officer and higher shall receive a 3% base pay increase.
- D. For those hired on or after July 1, 2015, the Department shall pay probationary police officers only the base rate as reflected in Exhibit A and any applicable education pay. In addition, probationary police officers with qualifying prior law enforcement experience will continue to be compensated in accordance with City ordinance.
- E. All other base pay adjustments set out in Exhibit A shall become effective the first full pay period on or after July 1, of each year thereafter.
- F. The year of service step increases reflected in Exhibit A for each fiscal year indicated shall continue throughout the term of this Agreement.

#### **2. HPD TRAINING PAY**

- A. The HPD Training pay for all officers shall be calculated from the officer's sworn date in accordance with the following chart.

<b>Level One</b>	<b>1* - 5 Years</b>	<b>\$53.85 Bi-Weekly</b>
<b>Level Two</b>	<b>6-11 Years</b>	<b>\$129.25 Bi-Weekly</b>
<b>Level Three</b>	<b>12+ Years</b>	<b>\$318.55 Bi-Weekly</b>

- 1. The training pay for Level One shall begin in the first full pay period after the completion of the probationary period.
- B. Officers are responsible for reporting training and education received outside the Department to ensure their training and education records are current and accurate.
- C. The Department shall update training and education records when officers receive training and education by or through the Department.
  - 1. The Department shall timely report to TCOLE the training and

education completed by each officer and approved by the HPD Training Division for state certification purposes.

- D. The Department shall timely update training and education records and/or report same to TCOLE.
- E. The Department shall be required to pay any training certification incentive pay as of the date the officer qualifies for the training pay.

3. SENIOR POLICE OFFICER

- A. An officer who is classified as a Grade III Officer and presently holds or obtains a certificate of Master Police Officer from the Texas Commission on Law Enforcement (TCOLE) and who has a minimum of twelve years (12) of service with the Houston Police Department shall be designated as a Grade IV classification of Senior Police Officer for Classes A and C. The calculation of sixteen year and under SPO pay shall be computed using the qualifying officer's Hire Date.

4. ASSIGNMENT PAY

- A. All assignment pay ordinated and/or in effect on the date of ratification of this Agreement shall remain in full force and effect, unless modified by this Agreement.
- B. Effective December 29, 2018, Field Training Instructor (FTI) and Field Performance Evaluators (FPE) Pay shall be \$132.00 biweekly.
- C. Field Training Administration Office Officers shall continue to receive \$119.30 biweekly throughout the term of this Agreement. Field Training Administration Office Supervisors shall continue to receive \$69.30 biweekly.
- D. Field Training Sergeants and Field Training Lieutenants shall continue to receive \$69.30 biweekly.
- E. Training Sergeants (TS) shall continue to receive \$69.30 biweekly.
- F. All officers and sergeants are presumed to be continuously training unless the department specifically notifies the affected employee, Employee Services Division and Classified Payroll to the contrary.
- G. The Mentoring Program will cease on December 28, 2018.

5. WEEKEND PREMIUM & SHIFT DIFFERENTIAL PAY

- A. Weekend Premium pay will continue to be paid according to the following:
  - 1. Weekend Premium Pay will be paid to officers assigned to weekend shifts as defined herein.

2. Officers will receive an additional \$34.62 bi-weekly for one regular weekend shift or \$69.23 bi-weekly for two regular weekend shifts. This pay will be received as long as the officer is regularly scheduled to work that shift, regardless of whether or not the officer "actually" works.
  3. Weekend Premium days for Day and Evening shifts will be Saturday and Sunday.
  4. Weekend Premium days for Night shift will be Friday and Saturday.
- B. Shift Differential pay will continue to be paid according to the following:
1. Officers who are permanently assigned to work a regularly scheduled shift that begins at 1200 hours or later and/or ends no later than 0700 hours shall receive \$69.23 bi-weekly as additional compensation.
  2. Shifts will be determined according to the following: Day Shifts: are those shifts beginning between 0500 hours and 1159 hours Evening Shifts: are those shifts beginning between 1200 hours and 1959 hours Night Shifts: are those shifts beginning between 2000 hours and 0459 hours
  3. Shift differential pay shall only be included in an officer's overtime pay calculation during the period authorized by this subsection.
- C. Officers are ineligible for weekend premium or shift differential pay while probationary officers.
6. EDUCATIONAL INCENTIVE PAY
- A. Any officer who has or is awarded a degree by an accredited college or university, the incentive pay biweekly shall be \$140.00 for a Bachelor's Degree; \$240.00 for a Master's Degree; \$340.00 for a Doctorate Degree.
  - B. These amounts are cumulative for advanced degrees so that only one biweekly award may be paid based upon the highest degree awarded.
  - C. Acceptable certification of the award of a degree must be provided before the Educational Incentive Pay shall be paid.
    1. Should there be any delays in confirmation such that implementation of this pay does not begin as of the next full pay period after submission, the officer shall nonetheless be entitled to receive any backpay for the period of administrative delay.
  - D. Any disputes over delays in payment of this benefit shall be directed to the LRC.

## 7. COLLEGE TUITION REIMBURSEMENT

- A. Officers shall be entitled to receive tuition reimbursement for the successful completion of credit hours at an accredited college or university in which an officer enrolls during his/her employment as a police officer with the Department.
- B. As a condition of accepting tuition reimbursement for successful completion of coursework, an officer must remain employed with the Department for a minimum of five (5) years upon completion of the degree program. The five (5) year work requirement applies to officers who begin a degree program after September 1, 2018.
  - 1. If the officer separates employment voluntarily (for example, retirement or resignation) within five (5) years of completing the degree program, the officer must refund the City all college tuition reimbursement costs he/she received from the City in the three years preceding the separation date.
  - 2. If at the time of the officer's voluntary separation the degree program is not finished, the officer must refund the City all college tuition reimbursement costs he/she received from the City in the three years preceding the separation date.
  - 3. If the officer is involuntarily separated from employment (i.e. indefinite suspension or termination and not reinstated) while he/she is working on a degree program or has completed a degree program, the officer shall reimburse the City the value of tuition reimbursement, if any, of what he/she received in the one-year period prior to the date of the involuntary separation.
- C. In the event the officer is required to reimburse the City, this Agreement shall constitute the written authorization to deduct such reimbursement costs via payroll deduction and the value of any accrued paid leave. The foregoing payback provisions do not apply to an officer separated by the Police Officers' Civil Service Commission for fitness for duty, or killed in the line of duty.
- D. Tuition reimbursement shall be at a flat rate reimbursement for successful completion of coursework in the following four levels of study: Bachelor (B.A.), Master (M.A.)/Master of Business Administration (M.B.A.), Doctorate (PhD.), and Juris Doctor (J.D.). Officers are eligible for only one degree per study level, unless already enrolled in the program effective September 1, 2018. The reimbursement schedule for the duration of this contract is as follows:



STUDY LEVEL	REIMBURSEMENT RATE PER CREDIT HOUR
Undergraduate	\$447.00
Masters	\$492.00
MBA	\$898.00
Doctorate	\$492.00
J.D.	\$1,068.00

- E. Officers hired after February 25, 2015 who request J.D. tuition reimbursement shall be reimbursed only at the MBA rate.
  - F. An officer MUST seek tuition reimbursement for successful completion of courses within 180 days of the posting of grades for each course. Successful completion of bachelor courses (B.A.) and law school courses (J.D.), means grades equivalent to a "C" or better, will be reimbursed. Successful completion of graduate courses (M.A., M.B.A., and Ph.D.), means grades equivalent to a "B" or better, will be reimbursed. Lower grades for undergraduate, graduate, and law school courses will not be reimbursed.
  - G. Tuition reimbursement DOES NOT apply to correspondence, web based, non-ABA accredited law schools, or other distance learning courses unless they are taken from an accredited school or university as part of a degree program. Tuition will only be reimbursed for coursework credits (i.e. not for credits granted for life experience, training credits, or other credit granted without coursework).
  - H. Officers are entitled to reimbursement for eligible costs as stated herein which are not covered entirely from other sources such as VA/GI Bill, LEEP, 100 Club, scholarships, grants, etc. Under no circumstances will an officer be eligible to receive tuition reimbursement for more than 100% of his/her actual tuition costs.
  - I. Should an officer receive tuition reimbursement from the City and also receive additional funding from a third party so that the total reimbursement exceeds 100% of the officer's actual costs, the officer must reimburse the City all funds which exceed 100% of the actual costs.
  - J. At the completion of a course for which a letter grade is not given, the City will reimburse on a passing or satisfactory rating or grade. On a multi-semester course in which a grade is not given or awarded until final completion of the entire course, reimbursement will not occur until completion of all components of the multi-semester course.
8. EQUIPMENT ALLOWANCE
- Each police officer upon completion of the probationary period shall receive an



equipment allowance (not included in overtime rate calculations) payable in equal bi-weekly payments based on an annual rate of \$2,000.00.

9. CLOTHING ALLOWANCE PAY

- A. Officers in the Houston Police Department who qualify for a clothing allowance shall receive \$800 annually. This amount shall be paid in accordance with past practices and shall not be included in an officer's overtime rate of pay calculations.
- B. Clothing Allowance shall be paid to those positions in which business attire is required on a regular basis (for example, 3 of 5 days per week).
- C. Clothing Allowance shall also be paid to those positions in Criminal Investigations and Special Investigations, and any unit or division identified by the LRC as eligible, in which dress for under-cover assignments must be worn as a daily standard dress requirement, provided the following requirements are met:
  - 1. Mandated by the division commander;
  - 2. Necessitated by the investigative or administrative function to be performed;
  - 3. Worn more often than not (for example, 3 of 5 days per week); and
  - 4. The objective sought by the investigation cannot reasonably be achieved by officers in uniform.
- D. Clothing Allowance shall also be paid to those officers assigned to Crime Suppression Teams.
- E. Questions regarding eligibility
  - 1. Questions regarding eligibility for this benefit shall be resolved administratively by the Clothing Allowance Committee.
  - 2. If the employee disagrees, the employee shall have thirty (30) days from the date the officer receives notice of denial to appeal to the LRC.
  - 3. The LRC will make a final and binding decision.
- F. Those individuals who are receiving the Clothing Allowance on the date of the ratification of this Agreement and remain in the same assignment will continue to receive the Clothing Allowance as long as they remain in that assignment.
- G. The Maintenance of Standards provisions related to clothing allowances shall apply for the duration of this Agreement.

10. TEXAS POLICE TRUST

- A. Beginning with the first full pay period following the effective date of this Agreement, the City/HPD shall continue to pay \$48.00 (forty-eight dollars) per month to the Texas Police Trust, as the agent for the MBA, for every insured officer covered by the Texas Police Trust for disability benefits pursuant to a Trust Agreement administered by the MBA. Additional benefits may include accidental death and disability (AD&D) and a gun-shot rider. Terms of coverage are determined by the MBA.
- B. The City/HPD shall also be authorized by the Plan Administrator/MBA to withhold an amount from each officer's biweekly salary equal to the difference between a sum certain (to be supplied by Trustee) necessary to pay the remaining premium due for that officer's level of participation in the Plan through the officer's payroll deduction authorization request.
- C. All premiums payable and/or withheld and any monies due pursuant to this Article shall be paid directly to the Texas Police Trust on a monthly basis on the date of processing by wire transfer to an account designated by the Texas Police Trust. Premiums shall be paid in advance by the 15th of the month for coverage for the following month.
- D. The City/HPD shall amend the Department's personnel information form to include a provision to enable all officers to authorize the release of information contained on the form to the MBA/Plan Administrator.
- E. THE MBA/PLAN ADMINISTRATOR AGREES TO HOLD THE CITY/HPD/CHIEF HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OR LIABILITY THAT MAY ARISE, WHETHER NOW OR IN THE FUTURE, OUT OF OR BY REASON OF ANY ACTIONS TAKEN BY THE HPOU IN VIOLATION OF THIS SECTION OR THAT MAY ARISE DUE TO THE CITY/HPD'S COMPLIANCE WITH THIS PROVISION, THE WITHHOLDING OF SUMS DUE AND PAYABLE HEREIN, OR ANY CLAIMS FOR BENEFITS OR COVERAGE OF ANY KIND.

11. PARKING

- A. Each officer will be provided free parking at a City owned or leased parking facility when reporting to work at his/her primary duty assignment.

12. HPD VEHICLE USE FEE

- A. During the term of this Agreement, any classified officer who is required to pay a HPD vehicle use fee will pay no fee greater than any other city employee who is required to pay a city vehicle use fee.

13. PATROL OFFICER INCENTIVE PAY

- A. This incentive pay is intended for police officers and sergeants permanently assigned to the patrol call for service loop in a patrol division, Airport Division, Special Operations Division, Mental Health Division, and the Vehicular Crime Division as described herein and approved by the LRC. Any other division may be approved for Patrol Officer Incentive Pay with approval by the LRC.
- B. Officers and sergeants in the patrol call for service loop will receive Patrol Officer Incentive Pay. This pay will be paid to those in uniform whose primary responsibility is responding to calls for service by routinely using either a marked police car, or are routinely responding on foot, and who are listed on the Computer Aided Dispatch (CAD) as available for dispatch.
  - 1. This pay will be paid to all Officers and Sergeants who qualify even if they occasionally have other assignments.
- C. Officers and sergeants permanently assigned to administrative or support functions in a patrol division, or in the divisions listed in 13A above are *not* eligible to receive patrol incentive pay.
- D. Controversies regarding eligibility will be resolved by the LRC with no right to grieve or appeal.
- E. There are three steps to the program, as follows:
  - 1. Step 1 – achievement of four years of department seniority;
  - 2. Step 2 - achievement of six years of department seniority
  - 3. Step 3 - achievement of eight years of department seniority
  - 4. For purposes of this provision, the years of department seniority are calculated using the hire date.
- F. The pay stipend for this patrol incentive pay shall be structured as follows:
  - 1. Step 1 - \$600.00 annually
  - 2. Step 2 - \$1,200.00 annually
  - 3. Step 3 - \$1,800.00 annually
    - (a). Step 3 increases to \$2,000.00 annually effective December 29, 2018.
  - 4. The foregoing pays are pro-rated in accordance with the City's usual and customary payroll schedule.
- G. No individual receiving Patrol Officer Incentive Pay may also receive Investigator Pay.

14. INVESTIGATOR INCENTIVES

A. Investigator Pay

1. Beginning in the first full pay period after July 1, 2016, qualified investigative personnel from the following divisions may be eligible to receive Investigator Pay at the rates and in accordance with the eligibility criteria reflected in Schedule A of Exhibit D: Auto Theft, Major Offenders, Narcotics, Vehicular Crimes, Vice, Burglary & Theft, Homicide, Juvenile, Robbery, Special Victims, Gang, and Criminal Intelligence. Any other division may be approved for Investigator Incentive Pay with approval by the LRC.
2. Beginning in the first full pay period after July 1, 2018, qualified personnel in the Crime Reduction Unit of the Gang Division, and Drug Recognition Experts (DREs) may be eligible to receive assignment pay at the rate listed in Schedule B of Exhibit D.
3. No individual receiving Investigator Pay may also receive Patrol Officer Incentive Pay.
4. Exhibit D is hereby incorporated by reference.

B. The Chief of Police shall continue allowing the placement of the term 'Detective' on Department identification cards of investigative personnel.

15. Crime Suppression Team Pay

A. All officers and sergeants with at least four (4) years of Department seniority from Hire Date assigned to the Crime Suppression Teams will receive \$600 annually (to be paid bi-weekly) beginning the first full pay period after July 1, 2019.

B. Officers that may be eligible for Crime Suppression Team pay must apply for the pay by sending correspondence to the Chief or designee. It is the responsibility of each Officer to apply when they are eligible. No back pay will accrue due to the employee's failure to submit the correspondence.

16. BILINGUAL PAY

A. Pursuant to City Ordinance and Department policy, certain Officers are already eligible for receipt of bilingual pay. During the term of this Agreement the LRC shall evaluate existing levels of departmental demand upon those receiving bilingual pay, and shall also evaluate whether there is demand for specific languages other than those currently approved for bilingual pay. The LRC shall make a comprehensive recommendation to the Chief regarding the department's bilingual need, qualifications, pay rate, and qualifying languages.

#### **ARTICLE 34: PAID TIME OFF**

1. The Department uses a leave program designated as Paid Time Off, ("PTO"). The PTO program became effective on September 1, 2001. PTO shall continue to incorporate and replace the present sick and vacation leave banks but shall specifically exclude the compensatory time off bank and holiday leave. A complete description of the PTO program is set forth in Exhibit B attached hereto and incorporated by reference herein as though set forth verbatim.
2. Benefits under the PTO program shall begin to accrue for new employees in the first full pay period after the employee becomes a probationary police officer. Any leave, other than compensatory time, accumulated while in the CSL Plan will convert on an hour for hour basis to the officer's PTO bank on the officer's sworn date.
3. PTO leave shall be based upon a benefit year.
4. If an officer, whose bank is approaching or has exceeded the applicable PTO cap, timely requested leave to prevent a loss of accruals and the Department did not allow the officer to take the leave, the officer shall be allowed to carry over the 120 hours *plus* any additional hours of leave he requested but was not allowed to utilize by the Department.
  - A. Since accruals are bi-weekly, this may result in a subtraction of hours from an officer's PTO bank.
  - B. In order to avoid any forfeiture of hours, the officer must request time off from the Department at least ninety days before the end of the benefit year in which the PTO Hours were received.
5. Officers may schedule and take up to 320 hours of PTO within a benefit year. An officer may schedule and take up to 720 hours of PTO in a benefit year with the approval of the Chief of Police.
6. A leave event is unscheduled, regardless of leave type, if the leave is requested less than 24 (twenty-four) hours prior to the start of the leave being requested unless there is an open position in the Red Book or approved by a supervisor.
  - A. More than eight (8) unscheduled leave events in a benefit year may require a physician's statement to be compensated.
  - B. In the event that a supervisor requires a physician's statement prior to the eighth event, the supervisor shall be required to immediately document in an email to the division commander, with a cc to the officer, detailing the reasons for the request prior to the end of the shift. Failure to send the email prior to the end of affected shift shall void the order.
  - C. If a single day of leave is taken for any reason, the leave event is considered



- a single event.
- D. If the leave is requested for any reason and extends beyond one day, including two or more consecutive days up to a maximum of three days, the total amount of time taken during that absence shall be considered a single event.
  - E. If the leave time requested extends beyond one day and the dates are not consecutive and include regular days off or holidays, then each day that unscheduled time is requested may be considered a separate unscheduled event.
- 7. PTO taken for health related reasons require notification to the supervisor that there is an underlying health related basis for the leave requested. If there is a serious health condition of an officer or a member of his/her family such that FMLA leave would be appropriate, when requesting PTO for such protected leave, the Officer should indicate any FMLA or ADA related basis for such leave.
    - A. Notification of a serious health condition requiring FMLA leave is mandatory so that the officer may receive the statutory and other notices and be sent any documentation/certification necessary to qualify for such protected leave.
  - 8. PTO is not a short or long term disability program and is not meant for extended absences.
    - A. If an officer needs to take an extended leave of absence, the same authorization requirements apply under the Code of Ordinances whether such leave is paid or unpaid and whether or not ultimately compensated under the officer's PTO balance or any other form of benefits or unpaid.
  - 9. All other leave currently authorized by city ordinance and departmental policy will remain in effect unless modified by city council.
  - 10. The City may exercise the option to offer to purchase officers' PTO Hours. It shall be the officer's sole discretion to accept or reject any offer from the City to purchase their PTO Hours.

#### **ARTICLE 35: EXEMPT EMPLOYEE ADDITIONAL COMPENSATION TIME**

- 1. Exempt officers are considered exempt from overtime compensation for all intents and purposes under the Fair Labor Standards Act and this Agreement. Additionally, to the extent this Article may conflict with any provision of Section 142.0017 of the TLGC, the language of this Article shall control. All compensatory time balances that exempt officers had on December 31, 2001 were frozen in a reserve bank at the officer's rate of pay (all pay except equipment and clothing

allowance) on that date and may be utilized in the normal course of business, paid at retirement or utilized in the Phase Down Program.

See definitions Article of this Agreement for identity of exempt officers.

2. Lieutenants & Commanders – Qualified Exempt Status

- A. Even though Lieutenants are currently exempt under FLSA regulations, the City agrees to authorize Exempt Time Compensation or Exempt Time Credit (ETC) for hours worked in excess of the regular duty hours on a daily basis.
  - B. For Lieutenants, the Department shall determine whether Exempt Time will be compensation or credit.
  - C. For Lieutenants, Exempt Time Credit shall be earned at one and one-half hours for each hour actually worked. Exempt Time Compensation for pay shall continue to be earned on an hour-for-hour basis.
  - D. For Commanders, Exempt Time Compensation for pay and for Credit may be earned on an hour-for-hour basis, with approval of the Chief or his designee.
3. Exempt Time Credit earned and accrued shall have no cash value. Utilization of exempt time credit shall be on an hour-for-hour basis.
4. Beginning on the date of the ratification of this Agreement, Exempt Time Credit banks will be capped at 480 hours. Employees with more than 480 hours of exempt time credit on the date of ratification shall not be allowed to accrue additional Exempt Time Credit until their bank is below the cap.
5. Straight time rate of pay includes base pay and longevity pay only.

**ARTICLE 36: NON-EXEMPT OFFICER COMPENSATORY TIME ACCRUAL**

- 1. All non-exempt officers may accumulate up to a maximum of 480 hours of compensatory time. Any hours accumulated in excess of 480 shall be paid automatically as overtime in compliance with all state, local and federal laws.
- 2. All compensatory time balances that non-exempt officers had on 12-31-2001 were frozen at the officer's rate of pay (all pay except equipment and clothing allowance) on that date and may be utilized in the normal course of business, paid at retirement or utilized in the Phase Down Program.
- 3. Compensatory Time Use. An officer who requests to take accrued compensatory time off shall be allowed to do so, provided:
  - A. the request is made no less than seventy-two (72) hours prior to the

- beginning of the shift during which the time off is to be used; and,
- B. no timely request to use compensatory time off shall be refused unless the refusal is preceded by an effort to find a replacement officer in accordance with the following procedure:
1. The "Red Book" currently used to sign up for time off is full under Department established minimum staffing levels. It is expressly agreed and presumed that operation of the Department below these levels would create an undue burden on the delivery of police service during the shift.
  2. If the "Red Book" is full, the officer requesting the time off may find a qualified officer desiring to work as a replacement.
    - i. An officer may use a replacement for compensatory time off a maximum of two times a month. See SOSP Article for guidance on a replacement officer.
  3. Any request more than twice a month may be approved or denied by the Department at its sole discretion.
  4. If no replacement is found the request may be refused but not solely on the basis of pre-established staffing levels. A refusal under these rules will constitute a valid determination that without the officer, the delivery of necessary police services on the day and during the shift would be jeopardized.
4. The equipment and clothing allowance is a reimbursement and shall not be included in the FLSA regular rate of pay for any purpose including overtime calculations.
5. Mandatory Overtime, Voluntary Overtime or Court Attendance.
- A. Any non-exempt officer who is ordered to work overtime or to attend any court or judicial proceeding in his/her off-duty time as required because of his/her duties as a Houston Police Officer, will be granted overtime at the officer's election in either pay and/or compensatory time.
  - B. A non-exempt officer, if qualified, may volunteer to work overtime at the Department's election in either cash and/or compensatory time. Department shall notify the officer prior to volunteering to work the overtime if it will be for pay or compensatory time.
  - C. Any time an officer is ordered to work overtime and the cost is reimbursable by an outside third party the Department may require the officer to work for pay.

## **ARTICLE 37: STRATEGIC OFFICER STAFFING PROGRAM (SOSP)**

1. The provision of an 86 hour 14-day pay period overtime trigger for replacement reimbursement time will be treated under the Texas Local Government Code, Chapter 142.0017, as a provision of the Meet and Confer Agreement, and as such, an exception for the 40-hour rule set forth in the Code of Ordinances.
  - A. Any leave time taken during a 14-day pay period will not count as actual time worked for purposes of calculating FLSA overtime in the Strategic Officer Staffing Program.
2. An officer may not volunteer as a replacement officer for time during which he or she is otherwise scheduled to work. At the Department's option, time as a replacement officer shall be paid at straight time (base, longevity and training only); or will be credited to an officer's compensatory time bank at time and one-half.
3. No officer may volunteer as a replacement for another officer for whom the replacement has volunteered in the previous pay period unless specifically authorized by a Lieutenant. Replacement officer volunteers are not qualified for straight time pay unless the replacement officer works less than 86 hours in a 14-day pay period.
4. The 86 hour 14-day pay period will apply only to volunteer replacement officers' time. The Meet and Confer Agreement will continue to set the overtime compensation rules for all other work.
5. SOSP compensation in the form of pay for police officers and senior police officers and sergeants will include Base Pay, Longevity Pay and HPD Training Pay.
  - A. The HPD Strategic Officer Staffing Account will be funded at a minimum of \$725,000 annually with no mandatory increase for any fiscal years following.
6. Officers participating in the Phase Down Program are not allowed to work any HPD SOSP programs without the prior written approval of the Chief of Police.

## **ARTICLE 38: OFFICER HEALTH BENEFITS**

1. During the term of this Agreement, the following conditions will apply to the medical benefits and contribution levels for employees covered by this Agreement.
2. Employees covered by this Agreement will continue to be eligible to enroll in the health plans offered to city employees, at the same benefit levels that are in effect as of the effective date of this Agreement with the following conditions:
  - A. If the health benefits plan design changes are required in order to keep the plans reasonably priced during this Agreement, those plan changes that are

applicable to other city employees will apply to the employees covered by this Agreement.

3. This Agreement in no way limits the scope or type of plan design changes that the City may implement for its covered population of employees, retirees, and dependents, nor does it prohibit the City from exercising Termination for Cause procedures with the vendor or changing vendors, if necessary.
4. The City shall contribute no less to employee's health coverage than it contributes to other city employees' health coverage.
  - A. This City's contribution includes premiums, claims, prescription payments, and the administrative/internal fees currently included in the calculation.
  - B. This current contribution rate/ratio does not include any future cost increase that is a result of any actions by any other governmental bodies which would result in a legislative change in benefits that the City does not anticipate.
5. Eligible employees covered by this Agreement shall pay no premium or component higher than any other city employee group.
6. As of the City's revised health plan implementation date, the ratio that is established between active and retiree health insurance premiums for officers and dependents of comparable plans shall be no greater than the initial ratios established by the City with respect to such plans for the duration of this Agreement.
  - A. For additional related information bearing on Phase Down Officers eligibility for active rates, refer to the applicable provisions contained in the Phase Down Article contained in this Agreement.
7. For the term of this contract any employee/spouse/dependent who opts out of any of the City's Health Benefit Plans is guaranteed a one (1) time option to opt back into any of the City's Health Benefit Plans in existence at the time of their desired reentry so long the employee/spouse/dependent has continuously maintained health insurance during their absence from the City's Health Benefit Plans.

#### **ARTICLE 39: CONVALESCENT OFFICER LEAVE POOL**

1. The City agrees to maintain the convalescent leave pool established in the prior contract.
2. Any PTO hours that would be lost as a result of officers exceeding the number of hours that may accumulated and carried forward in a benefit year will be donated and rolled into the convalescent leave pool.



3. Hours in the convalescent leave pool are not tied to the rate of pay of the officer donating such time.
4. The LRC is empowered to review and approve officers who are eligible to utilize the convalescent hours consistent with the Department's existing policy.
5. Any inability of the LRC to agree to an officer's entitlement to utilize the pool will be determined by the Chief, whose decision will be final and binding.

**Article 40:           PERSONAL DAYS (PD)**

1. All PO's and SPO's sworn before March 30, 2011, shall receive 160 hours of PD per benefit year. All Sergeants and above, shall receive 96 hours of PD per benefit year. All PO's and SPO's sworn on or after March 30, 2011, shall receive 120 hours of PD per benefit year.
  - A. The PD hours shall be credited to each officer on September 1 of each benefit year after the execution of this Agreement.
  - B. Any officer who becomes eligible for PD hours after the beginning of a benefit year shall receive a proportional number of PD hours for the remaining months in the benefit year.
  - C. PD hours may be used for personal reasons and for any approved Family Medical Leave absence.
2. All PD Hours must be utilized during the benefit year in which they were received, otherwise they will be forfeited.
  - A. In order to avoid any forfeiture of hours, the officer must request time off from the Department at least thirty calendar days before the end of the benefit year in which the PD Hours were received.
  - B. If the officer timely requested the PD Hours to prevent the loss of time and the Department did not allow the officer to take the leave requested, the officer shall be allowed to carry over the PD Hours they were not allowed to utilize by the Department.
3. PD Hours shall have no cash value on termination and shall not be counted as time worked for the purposes of non-exempt employees voluntarily working Strategic Officer Staffing Program assignments.

4. The City may exercise the option to offer to purchase officers' PD Hours. It shall be the officer's sole discretion to accept or reject any offer from the City to purchase their PD Hours. If the officer accepts the City offer to purchase their PD Hours, the following guidelines apply:
  - A. The City must notify officers of its decision to exercise its option to purchase PD Hours from officers at least thirty days prior to the beginning of the benefit year in which the PD Hours will be received.

**ARTICLE 41: PHYSICAL FITNESS & AGILITY PROGRAM**

1. Physical Agility Test
  - A. Officers covered by this Agreement, except for those in Phase Down, may participate in a Physical Agility Test (PAT) at least once in a 12-month period.
  - B. The test shall include the following with the corresponding minimum requirements to be met in order to obtain the Physical Agility Test benefit described below:
    1. 1.5 mile run - To be completed in a maximum time of 17:00 minutes
      - i. Alternate test Bike Test with score of 31.9 or higher according to the Astrand fitness test
    2. 300 meter run - To be completed in a maximum time of 71 seconds
    3. Agility run - To be completed in a maximum time of 18.2 seconds
    4. Push-Ups - Must be able to complete 22 push-ups
      - i. Alternate test B Bench Press a minimum of .63 times body weight
    5. Vertical Jump of 18.5 inches
      - i. Alternate test B Leg Press 2.1 of body weight
  - C. Exhibit "C" attached hereto sets forth the detailed requirements which are incorporated by reference herein as though set forth verbatim.
  - D. PAT attempts shall be completed off-duty. Officers while participating in the PAT or training at an HPD authorized location will be covered by the provisions of the workers compensation law unless excluded by the Act and/or court decisions.
2. Beginning on September 1, 2015, depending on sworn date, officers are eligible

to be awarded either PD hours or PAT award money for passing the PAT in accordance with the terms below. No officer is eligible to receive both PAT awarded PD hours and PAT award money under any circumstance.

- A. PAT award for officers sworn on or after March 30, 2011: Officers who take and pass the PAT during the Benefit Year (September 1—August 31) shall be awarded 40 additional hours of Personal Days (PD) at the beginning of the following Benefit Year on September 1<sup>st</sup>. No officer shall be awarded PD hours more than once per Benefit year for passing the PAT.
  - B. PAT award for officers sworn prior to March 30, 2011: Beginning September 1, 2015, as announced by the Department, officers may voluntarily take the PAT during each fiscal year (July 1 – June 30). The first 1250 officers who pass the PAT in each fiscal year shall be awarded, via payroll, \$800.00, no later than 60 days after the officer passed the PAT. No officer shall be awarded more than once per fiscal year for passing the PAT. Notwithstanding the number of officers who actually pass the PAT, the City shall have no obligation to award more than a total of \$1 million dollars in PAT award money per fiscal year on a first come first pass basis. In its sole discretion, the City may choose to award more than \$1 million dollars in PAT award money in any fiscal year if the City determines that additional funding is available for this purpose.
- 3. Beginning July 1, 2019, any officer (this does not include cadets or PPOs) who passes the PAT between July 1<sup>st</sup> and June 30<sup>th</sup> of each year shall be awarded \$1,000.00 no later than 60 days after the officer passes the PAT. No officer shall be awarded more than once per year for passing the PAT. The City shall not award more than a total of \$1 million dollars in PAT award money for FY 2020. In the event the \$1 million is exhausted officers may take and pass the test for 40 PD hours, and sergeants and above may take the test and pass for 32 PD hours, to be awarded on the following September 1<sup>st</sup>.
  - 4. Beginning July 1, 2020, any officer (this does not include cadets or PPOs) who passes the PAT between July 1<sup>st</sup> and June 30<sup>th</sup> of each year shall be awarded \$1,000.00 no later than 60 days after the officer passes the PAT. No officer shall be awarded more than once per year for passing the PAT. The City shall award a total of \$1.1 million dollars in PAT award money for FY 2021 in the event the previous year's \$1 million is exhausted. In the event the PAT funding amount is exhausted officers may take and pass the test for 40 PD hours, and sergeants and above may take the test and pass for 32 PD hours, to be awarded on the following September 1<sup>st</sup>.

#### **ARTICLE 42:       FORCE REDUCTIONS**

1.     If the City/HPD implements a force reduction resulting in the demotion or dismissal of officers, the City/HPD shall utilize the procedures specified in the §143.085, TLGC except that any reinstatement list created as a result of such force reduction shall remain in effect until exhausted.
2.     The reinstatement list shall exist for three (3) years during which no positions may be filled by any other method or process.
3.     If an officer is demoted as a result of force reduction, that demoted officer shall be promoted to his former position before any other officer is placed in his vacant former position as a result of any appointment or promotional process.

#### **ARTICLE 43:       POLICE MEMORIAL DUTY**

Effective upon ratification of this Agreement the Police Memorial shall be guarded by uniformed classified personnel 24-hours per day. The Department shall assign personnel accordingly.

### **VOLUNTARY SEPARATION & RETIREMENT**

#### **ARTICLE 44:       PHASE DOWN PROGRAM**

1.     The Phase Down Program (PDP) provides officers an option to the current lump sum cash distribution of paid time off, sick, vacation and compensatory time leave balances. Phase Down will allow officers with an election to take leave and extend the payment of their accrued PTO leave bank balance and compensatory leave bank over a period of time up to and including the total amount of leave in their banks. Phase Down C and D participants' compensatory leave bank shall be paid out at retirement per federal law.
2.     There are four (4) options in Phase Down: Option A, Option B, Option C and Deferred Cash-Out Option (DCO)
3.     Officers entering phase down shall be entitled to pay active employee insurance rates for up to four (4) years. The calculation of the years shall commence from the officer's actual date of entry into phase down.
4.     Officers who entered phase down on or prior to June 30, 2011, shall be governed by the health insurance provisions in the phase down program as contained in the 2001 Meet and Confer Agreement with the 2003 and 2004 Amendments.
5.     The officer's Phase Down pay is based on their final full pay period immediately

- before entering the PDP for Option A, B, and C only.
6. PD Hours shall be usable in the Phase Down Program (PDP) and shall be burned before all other time.
  7. If an officer cashes out early he/she will not have their pay rate adjusted as described above. The final rate of pay shall be recalculated to include the officer's Base Pay, Longevity Pay, HPD Training Pay and Education Incentive Pay the officer would be receiving on the same date had he/she not elected to participate in the PDP.
  8. During the time an officer is participating in Phase Down, the officer shall not accrue PTO or PD leave.
  9. The first day of the officer's participating in Phase Down shall not be deducted from the officer's leave bank and shall be designated as a processing day.
  10. If an officer in Phase Down dies, the balance of his Phase Down bank shall be paid to his designated beneficiary. The value shall be determined based upon the value at which it was accrued.
  11. The leave in an officer's Phase Down bank shall be utilized in accordance with the accounting principle of "first in - first out". An exception to this principle as stated above, specifically, PD hours shall be burned first.
    - A. All officers entering phase down on or after January 1, 2019, will be entitled to use up to 250 hours of any available NVL ("No Value Leave") in Phase Down A, B, and C. Any officer entering A, B, or C prior to January 1, 2019 will be subject to the provisions of the 2015 Agreement.
    - B. If the value of NVL for those who were eligible for 150 hours under the 2015 Agreement who are now eligible for 250 hours exceeds a total cost of \$75,000 annually, additional funds from the SOSP Budget to cover the excess must be approved by a majority vote of the LRC.
  12. Officers who elect to participate in the Phase Down Program will be subject to the following conditions and privileges:
    - A. ELECTION PROCEDURES FOR OPTIONS A, B AND C
      1. Officers may elect to participate in PDP based upon total classified police departmental seniority. Seniority shall be based upon the seniority list produced by HPD Employee Services Division in accordance with Departmental policy in effect when this Agreement is ratified and thereafter. Priority election periods are June 1 to June 20 and December 1 to December 20.
      2. In the event there are unfilled positions after the "priority election period" as described above, those positions shall be filled on a daily



basis by those seeking to participate in the PDP. After the "priority election period", unfilled positions in the PDP will continue to convert to police officer positions, Grade III and IV, within the last ten (10) days of a phase down period. The Chief of Police may, at his discretion increase the number of phase down positions in any rank.

3. After the "election priority period" seniority will be used as a tiebreaker for employees signing up on the same business day. The filling of vacancies in the PDP after the "priority election period" will be with regard to when the employee signed the Irrevocable Election Form, not when the employee chooses to begin phasing down. The employee must have completed 20 years of classified service before he/she may sign up in the election process.
4. Once an officer has been notified of his selection, the officer will execute a written IRREVOCABLE election to commence his participation in Phase Down. The form utilized to commence an officer's participation in Phase Down shall contain at least the following information:
  - i. Officer's name, address, phone number and payroll number;
  - ii. Date the form is completed;
  - iii. Effective date of the election to commence participation in Phase Down which must be within the current election period;
  - iv. Language as may later be agreed upon by the MBA and the Department advising the officer his election to commence participation in Phase Down is IRREVOCABLE. Such language shall be in all caps and underlined so as to be conspicuous;
  - v. The designation of a beneficiary;
  - vi. Whether the officer is suffering from an incapacitating injury, as described herein; and
  - vii. Officer's Signature.
5. Upon the effective date of an officer's IRREVOCABLE election to commence participation in Phase Down, that officer's position in the Department is vacant as a matter of law. The vacancy shall be filled in accordance with the applicable provisions of the Texas Local Government Code, to include §143.108, and as the Code or this section may be amended from time to time, and the relevant case law.

6. The officer's election to commence participation is IRREVOCABLE, except under the following conditions:
  - i. When the officer, on the effective date of his election to participate in Phase Down, is suffering an injury in the course and scope of his duties which occurred on or before the effective date of the election. If the officer is returned to full duty by his treating physician, the officer shall immediately be placed into Phase Down effective on the date of his release to full duty.
  - ii. If the officer's injury is an incapacitating injury, the officer shall have 30 (thirty) days from the date he is returned to full duty to decide whether to enter Phase Down immediately or he may choose to enroll during the next scheduled sign up period.
  - iii. An incapacitating injury is defined as an injury which in the opinion of the treating physician would prevent the officer from returning to full duty within 60 (sixty) days of the election date to commence participation in Phase Down. The opinion of the treating physician shall be based upon a reasonable degree of medical certainty.
7. In the event an employee removes his name from a Phase Down list, or for whatever reason does not enter into the Phase Down Program, no Phase Down vacancy will be created by such a withdrawal/situation.
8. Once a vacant Phase Down position is assigned an employee, it will not be reopened for any purpose.
9. Phase Down periods shall be January 1 through June 30 and July 1 through December 31.
10. The enrollment list created under each election period shall expire at the end of the respective Phase Down period.
13. Officers who participate in Option A or Option B will receive additional limited compensation for certain actions performed in the course and scope of their employment by the Houston Police Department.
  - A. Officers will be compensated at straight time (base pay and longevity pay only) in one- quarter hour ( $\frac{1}{4}$  hour) increments, for such things as court attendance (as a factual witness) and other duties performed or actions taken in an official capacity as a Houston Police Officer, and approved by the Chief of Police.
  - B. The police department will establish criteria and procedures outlined in

General Order 300-35 whereby an officer may submit requests for and receive such approved additional compensation.

14. An officer participating in either Phase Down Options A or B who assumes an office of civil emolument will have the remaining balance of his Phase Down bank converted to Option C or the Deferred Cash-Out Option at the officer's election, effective on the date the officer takes the oath of office, or assumes the job duties, whichever comes first. The value of the Phase Down bank for the Deferred Cash-Out Option will be determined based upon the value at which it was accrued.
15. Phase Down base pay for A, B, and C is not modified when changing from one plan to another. However, anyone switching from A, B or C to DCO will have their value determined at the rate at which it was accrued.
16. **OPTION A**
  - A. The number of participants for Option A are as follows with 37 participants in the June priority election period and 38 in the December priority election period:

**June Priority Period:**

Assistant Chief or above	1 or less
Commander, Class C-Grade X	2 or less
Lieutenant, Class C-Grade VIII	3 or less
Sergeant/Class C-Grade VI	8 or less
Police Officer Grades III and IV	23 plus the remainder of the 37 not filled by the ranks of sergeant, lieutenant, Commander or assistant chief within the last 10 days of the phase down period

**December Priority Period:**

Assistant Chief or above	1 or less
Commander, Class C-Grade X	3 or less

Lieutenant, Class C-Grade VIII	4 or less
Sergeant/Class C-Grade VI	7 or less
Police Officer Grades III and IV	23 plus the remainder of the 38 not filled by the ranks of sergeant, lieutenant, Commander or assistant chief within the last 10 days of the phase down period

- B. Officers in Option A are considered actively employed as a classified member of the City of Houston Police Department.
- C. Officers shall be paid base, longevity, training and education pays on a bi-weekly basis for 80 hours.
- D. Not eligible for pay increases.
- E. May work departmentally approved extra jobs and SOSP with a combined maximum of 40 hours per week.
- F. Officers shall receive credit day for day for each city holiday.
- G. With approval from the Chief of Police or designee an officer may work overtime but will be paid for longevity and base pay only and at ¼ (quarter) hour increments.
- H. An officer may withdraw from Option A and elect to participate in DCO or Option C at any time.
- I. The officer shall observe and be paid for City Holidays, as designated by City Council, except for the floating holiday. Such holiday observation shall not cause a deduction in the officer's Phase Down bank.
- J. Officers are permitted to obtain gainful employment of a police and/or non-police related nature. Extra employment shall require approval of the Department. Approval of extra employment shall be in accordance with the General Orders of the Department. The Chief of Police, at his sole discretion, may revoke an extra employment permit without any right of appeal.
- K. In the event of the death of an officer participating in Option A, the balance of this Phase Down bank shall be paid to his designated beneficiary or estate. The lump sum value shall be determined based upon the value at which it was accrued.
- L. Each officer participating in Phase Down shall maintain all rights, benefits, incentives, allowances, privileges and immunities as provided for by statute,

ordinance, agreement and/or common law that the officer enjoyed prior to entering Phase Down, except as expressly noted herein.

17. OPTION B

- A. The number of participants for Option B are as follows with 75 participants in the June priority election period and 75 in the December priority election period:

**June Priority Period:**

Assistant Chief or above	2 or less
Commander, Class C-Grade X	5 or less
Lieutenant, Class C-Grade VIII	7 or less
Sergeant/Class C-Grade VI	15 or less
Police Officer Grades III and IV	46 plus the remainder of the 75 not filled by the ranks of sergeant, lieutenant, Commander or assistant chief within the last 10 days of the phase down period

**December Priority Period:**

Assistant Chief or above	3 or less
Commander, Class C-Grade X	5 or less
Lieutenant, Class C-Grade VIII	8 or less
Sergeant/Class C-Grade VI	15 or less
Police Officer Grades III and IV	44 plus the remainder of the 75 not filled by the ranks of sergeant, lieutenant, Commander or assistant chief within the last 10 days of the phase down period



- B. An officer electing Option B shall have the following privileges and benefits:
1. The officer shall receive his base pay, longevity pay, training pay and education pay equal to the number of hours in his cash valued leave banks;
  2. The pays, as described in (a) above, shall be paid at the rate of forty (40) hours per two week pay period;
  3. During the time an officer is participating in Option B, he will be allowed to work a combined total of 60 hours of extra employment and/or Strategic Officer Staffing Program (SOSP) approved by the department per week. The number of extra employment hours, and/or approved SOSP hours allowed for each week is applicable only to officers participating in Option B. All officers participating in Option B are responsible for compliance with all other provisions of the department's extra employment policy and policies regarding SOSP. Failure to comply with such policies may result in the officer's extra employment privileges being revoked with no right of grievance or right to appeal;
  4. During the time an officer is participating in Option B the officer shall observe and receive one-half (1/2) days' pay (4 hours) for City Holidays as designated by City Council, except for the floating holiday.
  5. An officer, regardless of rank, may elect to revoke his election/participation in Option B in favor of participating in Option C or the Deferred Cash Out Option. An officer who selects Option B may not revoke his election in favor of receiving a lump sum cash payment;
  6. Seniority earned while participating in Option B will be a one-half (1/2) the rate earned by an active employee;
  7. During the period of time an officer is participating in Option B, the officer is considered actively employed as a classified member of the City of Houston Police Department; and
  8. In the event of the death of an officer participating in Option B, the balance of this Phase Down bank shall be paid to his designated beneficiary or estate. The lump sum value shall be determined based upon the value at which it was accrued.
- C. Each officer participating in Phase Down shall maintain all rights, benefits, incentives, allowances, privileges and immunities as provided for by statute, ordinance, agreement and/or common law that the officer enjoyed prior to

entering Phase Down, except as expressly noted herein.

18. REQUIRED TRAINING FOR OPTIONS A & B

- A. Officers in Phase Down must obtain sufficient in-service training to comply with training standards as promulgated by the Texas Commission on Law Enforcement (TCOLE).
- B. This training shall be completed on the officer's own time and expense. The Department will make available facilities for officers to receive the required TCOLE training at the Academy. Training availability shall be posted on the Department's Web site. An officer may also elect to obtain the required TCOLE training at the officer's expense from another source.
- C. If the Department requires an officer in Phase Down to attend an in-service course other than those required by TCOLE, the time spent by the officer at the mandatory training shall not be deducted from the officer's Phase Down bank. The officer must be notified by the Department of this requirement by certified mail return receipt requested mailed to the officer's last known address as provided at the time of entry into Phase Down.
- D. Officers, on their own time, must also qualify with their primary duty weapon pursuant to standards established by the Department except that an officer in Phase Down must qualify during his/her birthday month.
- E. Proof of participation in or attendance at in-service training at a provider other than the HPD Academy shall be forwarded by the officer to the Houston Police Department Certification Office. Such information shall be forwarded in such form as required by the Houston Police Department Certification Office in order that the training and qualification information may be forwarded to TCOLE.
- F. Failure to fulfill these requirements may result in disciplinary action and affect the officer's peace officer license status and/or removal from the PDP.

19. RETURNING TO ACTIVE SERVICE FROM OPTIONS A & B

- A. If a person of the rank of police officer or senior police officer wishes to withdraw from participation in Options A or B and return to active service, the officer must submit a written request to the Chief of Police. The Chief of Police, at his sole discretion, may approve or deny the request. If the Chief of Police approves the request the officer will return to duty with no break of service for purposes of tenure with the Houston Police Department. Such person will continue to be governed by any and all statutory and Meet & Confer provisions associated with the employee's pension plan;
- B. If a person of the rank of Sergeant or higher wishes to withdraw his election to participate or his participation in Option A or B and remain/return to active

service, the supervisor must submit a written request to the Chief of Police.

1. The Chief of Police, at his sole discretion, may approve or deny the request. However, if the request is granted by the Chief of Police the person shall remain/return to active duty at the rank of police officer or senior police officer, and only if such a vacancy exists for a police officer or senior police officer.
  2. In such a case, there shall be no break in service for purposes of tenure with the Houston Police Department. Such person will continue to be governed by any and all statutory and Meet & Confer provisions associated with the employee's pension plan.
- C. A person returning from participating in Options A or B will not be eligible to take a promotion exam for 2 years from date of his withdrawal of election/participation.

20. INJURY IN COURSE AND SCOPE – REMOVAL FROM OPTIONS A & B

- A. If an officer in Phase Down Options A or B is injured in the course and scope of his employment as a police officer, as defined by statute and case law, and the officer suffers an incapacitating injury which endures for sixty days or more, the officer's election to participate in Phase Down may be voided and the officer may elect to receive a lump sum payment for the balance of his leave bank.
1. This election shall be at the discretion of the officer. Such payment of the lump sum shall be made to the officer in a timely manner.
  2. This voiding of the election and the receipt of a lump sum payment shall not affect any worker's compensation medical or indemnity payments or any other related benefits to which the officer may be entitled.
  3. There shall be no salary continuation benefits, as provided for by Sec.142.008, TLGC after the date the Phase Down election is voided due to the incapacitating injury and the lump sum payment benefit is paid.

21. INVOLUNTARY REMOVAL FROM OPTIONS A & B

- A. In the event an officer who is in Phase Down A or B has committed a serious act of misconduct, the Chief of Police, at his sole discretion, may revoke the officer's participation in Phase Down and tender to the officer a lump sum payment calculated in accordance with this Agreement. A limited appeal may be taken by the officer. The appeal will be heard by the same arbitrators who have been selected to hear disciplinary appeals. The decision of the arbitrator shall be limited to upholding the Chief's decision

to revoke the officer's participation in Phase Down or returning the officer to the same Phase Down option. The Department shall have the burden of proof by a preponderance of the evidence.

- B. In order to appeal such a decision by the Chief, the officer may refuse the tender of the lump sum payment and file a written appeal indicating he disagrees with the decision of the Chief of Police. This appeal shall be filed with the HR Director within fifteen calendar days of the date the officer receives written notification from the Chief of Police that the Chief has elected to revoke the officer's participation in Phase Down.
- C. The hearing shall be held within sixty days and a written opinion shall be tendered to the parties within fifteen days of the close of the hearing. Only one continuance may be granted per side that may not exceed fifteen days for good cause shown or for unavailability of the arbitrator.
  - 1. In no event may a continuance be granted for more than fifteen days. The officer shall continue in Phase Down during the pendency of the appeal.
  - 2. The decision of the arbitrator is final and binding on the parties. Costs shall be divided equally between the Department and the appealing officer.
- D. In the event an officer participating in PDP, Option A, or Option B accepts a position of civil emolument, the officer must change to PDP Option C or DCO. There will be no lump sum pay out.

## 22. OPTION C

- A. The number of classified employees allowed to sign up for participation in Option C will be limited to 37 each priority election period, not including those officers switching from another Phase Down Option. There will be no structured sign up for Option C based on rank. Any ties in seniority will be broken in accordance with the department's established policy and practice regarding tie-breakers.
- B. An officer electing Option C shall have the following privileges and benefits:
  - 1. Officers electing Option C shall be considered retired;
  - 2. The officer shall receive only his base pay and longevity pay equal to the number of hours in his cash valued leave banks, except for compensatory time banks which will be paid in accordance with applicable FLSA guidelines;
  - 3. The pays, as described above, shall be paid at the rate of forty (40) hour per two week pay period;

4. An officer electing to participate in Option C may not return to active duty with the Houston Police Department. The Houston Police Department will notify TCOLE of the officer's change in status upon his entry in Option C;
5. An officer, regardless of rank, may elect to revoke his election/participation in Option C in favor of participating in the Deferred Cash Out Option. An officer who selects Option C may not revoke his election in favor of receiving a lump sum cash payment commonly referred to as "drag up" pay; and,
6. In the event of the death of an officer participating in Option C, the balance of his Phase Down bank shall be paid to his designated beneficiary or estate. The lump sum value shall be determined based upon the value at which it was accrued.

23. DEFERRED CASH-OUT OPTION AND ROLLOVER ELECTION

- A. Prior to the Meet and Confer Agreements, officers electing to retire outright rather than enter one of the Phase Down Options received the traditional lump sum cash payout typically referred to as "drag up pay" in accordance with §143.115, §143.1155, and §143.116 of the Texas Local Government Code.
- B. The Deferred Cash-Out Option will now become the default method for all officers retiring from the department. As such, there are no designated sign up periods or limitations on the number of officers allowed to participate in the Deferred Cash-Out Option. Officers participating in this Option shall have the following privileges and benefits:
  1. An officer's cash value leave banks shall be valued in the same manner as currently calculated for officers electing the lump sum payment commonly known as "drag up" pay;
  2. After the value of the leave banks have been determined, and the interest rate listed in 3) below has been calculated, then an amortization schedule will be developed and 104 equal bi-weekly payments of principle and interest shall be paid to the officer over a period of four (4) years;
  3. Officers shall earn interest at a rate equal to that of the 5-Year Federal Treasury Note as published in the Capital Treasury Department's Daily Yield Curve Rates at the "Daily bid yield" rate that was in effect on the date the officer signed this election option, plus 1%; and
  4. An officer will be considered retired.



- C. Subject to current law, in the event an officer does not wish to participate in the Deferred Cash-Out Option, upon separation from the Department the officer will have a one-time opportunity to have his "drag up" pay rolled over into his HPOPS DROP/PROP, 457, or 457b accounts to the extent allowed by the plans and law. This election must be made in writing and done prior to the officer's separation date.
1. There will be no lump sum payment made to the officer unless required because of an inability of the Houston Police Officers' Pension System (HPOPS), a 457, or 457b plan to accept all of the "certain additional pre-tax employer contributions" made on behalf of members who have separated from service and are having payments made into HPOPS as authorized by the Meet and Confer AGREEMENT BETWEEN THE HOUSTON POLICE OFFICERS' PENSION SYSTEM AND THE CITY OF HOUSTON.
  2. For each such member identified above, the CITY shall indicate the member's DROP/PROP Account that shall receive these employer contributions. In such an event any funds which could not be accepted by HPOPS, a 457, or a 457b account will be paid to the officers under the DCO requirements.
24. NOTE: ALL OF THE ABOVE LISTED PAYMENT PLANS (PHASE DOWN OPTIONS A, B, C, AND DEFERRED CASH-OUT) WILL BE PAID IN THE TRADITIONAL W-2 FORMAT AND ON THE POLICE DEPARTMENT'S BIWEEKLY PAYMENT SCHEDULE.
25. LUMP SUM PAY-OUT OPTION
- A. The Lump Sum Pay-Out Option commonly referred to as "drag up" pay will now be replaced with the Deferred Cash-Out Option.
  - B. A Lump Sum Pay-Out Option will only be received under the following circumstances:
    1. an officer resigns before completing 20 years of service;
    2. termination or is involuntarily removed from the Phase Down Program by the Chief of Police in accordance with this Meet & Confer Agreement;
    3. Deductions for health care and coverage would be greater than the officer's bi-weekly payment;
    4. Deductions for health care and coverage, for whatever reason ever increase to an amount greater than that of the officer's equal bi-

weekly payments, the officer will be removed from the Deferred Cash-Out Option and will receive a final lump sum payment for the remaining principal and any accrued interest; and,

5. In the event of the death of an officer participating in the Deferred Cash-Out Option, the remaining value, including principal and any accrued interest shall be payable to the officer's designated beneficiary or estate as a lump sum;

### **MISCELLANEOUS MATTERS**

#### **ARTICLE 45: DEFERRED 457(b) COMPENSATION PLAN**

1. The City of Houston Council previously authorized (at no cost to the City of Houston) the Majority Bargaining Agent (MBA) to develop the details for implementation and rules for participation in one or more 457(b) deferred compensation plans and will continue to do so for the duration of this Agreement.
2. This authorization includes the selection of a vendor to administer the plan(s) from a pool of candidate vendors exclusive of the current City of Houston 457 vendor.

#### **ARTICLE 46: ADDITIONAL TERMS**

1. The City/HPD agrees to:
  - A. Provide every officer with a copy of the General Orders and provide copies of Special Orders, Training Bulletins and Rules and Regulations at each work site.
  - B. Make an electronic copy of this Agreement available by posting a copy of the executed Agreement on the department's intranet.
  - C. Not to engage in the following:
    1. Interference with, restraint, or coercion of officers in the exercise of rights granted in this Agreement;
    2. Domination, interference, or assistance in the formation, establishment or administration of any employee organization or contribute financial support, other than dues and payroll deductions permitted by law, to any such organization;
    3. Discharge, retaliation or discrimination against any officer because he/she has filed any affidavit, petition, grievance, or complaint, or given any information or testimony alleging violations of this

Agreement, or because he/she has formed, joined, or chosen to be represented by any employee organization or union; or,

4. Making or permitting any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.
2. The parties agree that after the ratification date of this Agreement, no contract grievance shall be filed related to any previous Agreement more than thirty (30) days after discovery of such.

#### **ARTICLE 47: PHYSICAL AND MENTAL FITNESS PROCEDURES AND PROTECTIONS**

1. This Article preempts TLGC 143.1115 and provides the exclusive procedure for separating an officer who is determined pursuant to this procedure to be physically and/or mentally unfit to perform the essential functions of his or her duties. The procedure in this Article may be used if the Chief or the police officer questions the report of the police officer's personal physician, psychiatrist, and/or psychologist as it relates to the police officer's current medical and/or mental ability to perform the essential functions of his or her duties.
2. On receiving a written order by the Chief to submit a medical questionnaire, the officer shall request his or her personal physician, psychiatrist, and/or psychologist, as appropriate, to submit to the Chief a report establishing whether the officer is physically and/or mentally qualified to perform the essential functions of the officer's duties. An officer ordered as such must authorize, in writing, the release of the report to the Chief.
3. If the report reflects that the police officer is unable to perform the essential functions of the officer's duties, and the Department is unable to make a reasonable accommodation, if applicable, then the Department shall make a written recommendation to the Commission that the Commission enter a final order removing the police officer from active employment with the City. This provision shall apply only in the event that neither the officer nor the Department questions the report.
4. If either party questions the report, the Chief or the police officer shall submit a request in writing to the Commission to appoint a physician, psychiatrist, and/or psychologist, as appropriate, to examine the police officer and to submit a report to the Commission. The police officer shall authorize, in writing, the release of the

report. Upon receipt, the Commission shall provide a copy of the report to the Chief and the police officer.

5. If the report of the appointed physician, psychiatrist, and/or psychologist conflicts with the report of the police officer's personal physician, psychiatrist, or psychologist, the Commission shall appoint three independent physicians, psychiatrists, and or psychologists or any combination thereof, as appropriate, to examine the police officer. Each board member shall submit to the Commission a written report of his or her findings regarding whether the police officer is physically and/or mentally fit to perform the essential functions of the officer's duties. The reports shall be provided to the Chief and the police officer. If the reports reflect that the police officer is unable to perform the essential functions of the officer's duties, and the Department is unable to make a reasonable accommodation, if applicable, then the Department shall make a written recommendation to the Commission that the Commission enter a final order removing the police officer from active employment with the City.
6. The Commission, at its next regularly scheduled meeting after the date it receives the reports and Department recommendations submitted pursuant to paragraph 3 or 5 above, shall determine the police officer's employment status. The police officer and his or her representative may appear and be heard at this hearing as prescribed by the rules of the Commission.
7. If the Commission determines that the officer cannot perform the essential functions of the officer's duties and the Department has determined that it is not able to provide a reasonable accommodation, if applicable, then the Commission may enter a final order removing the police officer from active employment with the City. Such order shall not prejudice the police officer's ability to seek re-employment with the City in the future, should there be a change in the police officer's physical or mental condition. The order of the Commission is final and not appealable. The Order of the Commission and the Department's written recommendation to the Commission shall be provided to the officer after the hearing.
8. The police officer shall pay the cost of the services of the person's personal physician, psychiatrist, and/or psychologist, as appropriate. The Department shall pay the costs of the services of any other physician, psychiatrist, and/or psychologist required by this Article.
9. The Commission may not appoint a person to serve on a board appointed under paragraph 4 above, if the person receives any compensation from the City, other than compensation for the person's services as a board member.

10. If at any time the officer desires a copy of the report of any physician, psychiatrist, and/or psychologist, received pursuant to this Article the officer shall be provided such copy within three (3) business days of a written request.
11. The Commission shall promulgate rules and procedures necessary to implement this section.
12. Complaints of discrimination or retaliation may not be heard by the Commission and shall instead be handled in accordance with Federal or State law and/or City policy.

#### **ARTICLE 48: DONATED PTO**

1. Officers may request to donate up to 480 hours of accrued PTO to a family member who is also a classified employee of the Houston Police Department and who has been approved for family medical leave. This provision does not apply to an individual who is in Phase Down, whether as a donor or recipient. The request must be made to the LRC. The Chairman of the LRC shall advise Classified Payroll of the decision.
  - A. Family member shall include a parent, spouse, son or daughter as defined by the Family Medical Leave Act and interpretive regulations. The determination of whether an individual is a qualified family member will be made by the City of Houston Legal Department.
2. The LRC may approve such a request regardless of whether the receiving family member has exhausted or will exhaust all their personal accrued leave hours to which they are entitled.
3. Any donated leave must be deducted from the most recent accruals prior to the benefit year in which the donation was made. An officer who donates accrued PTO who has reached or exceeded the allowable PTO cap at the time of the donation is prohibited from carrying over more than the 120 hours referenced in Exhibit B, Section E (6) in any year thereafter. An officer who donates accrued PTO and who is within 480 hours of the applicable PTO cap at the time of the donation shall be limited to accruing 120 hours in any year thereafter.
4. All other terms of the City's Accrued Leave Donation Program administrative procedure will control.



## **SIGNATURE AND APPROVAL PAGE**

This Agreement being made under Subchapter J of Chapter 143, shall become effective and shall be enforceable and binding on the parties only if the parties ratify and approve their respective participation and assent to the terms of this Agreement through the ratification process mandated by Chapter 143, or by local law, whichever applies.

It is agreed that the signature of the respective parties certifies that the persons indicated have the express authority to bind the organization and that the authorization has been accomplished in compliance with state or local law.

Agreed to be effective on the date set forth in the City Ordinance approving and authorizing the City's participation in this Agreement.

### **HOUSTON POLICE OFFICERS' UNION (HPOU) as the Sole and Exclusive Majority Bargaining Agent**

_____ President	_____ Date	_____ First Vice President	_____ Date
_____ Second Vice President	_____ Date	_____ Third Vice President	_____ Date
_____ Secretary	_____ Date		

### **CITY OF HOUSTON, TEXAS**

_____ Mayor	_____ Date	_____ City Controller	_____ Date
_____ City Attorney	_____ Date	_____ Chief of Police	_____ Date
_____ City Secretary	_____ Date		

SIGNATURE PAGE  
CITY – HPOU MEET & CONFER AGREEMENT

# EXHIBIT A

## POLICE DEPARTMENT ORDINANCE (CLASSIFIED)

### CIVIL SERVICE CLASS A UNIFORMED CLASS-POLICE SERVICE

Fiscal Year 2020

Exhibit A, page 1

Effective first full pay period beginning on or after July 1,  
2019 4.00% Across-the-Board Increase vs. FY 2019  
(Except for Probationary Police Officers)

Classification	Base Pay (Biweekly)						
GRADE I (Vacant)							
GRADE II							
Police Officer, Probationary	1,615.38						
	<u>Years of Service Beginning</u>						
GRADE III	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd &amp; 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year &amp; Over</u>
Police Officer	2,066.20	2,278.27	2,335.20	2,412.82	2,445.79	2,522.45	2,724.66
GRADE IV	<u>16th Year &amp; Under</u>	<u>17th Year &amp; Over</u>					
Senior Police Officer	2,774.21	3,037.68					
GRADE V (Vacant)							
GRADE VI	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Sergeant	3,331.58	3,437.72	3,501.82				
GRADE VII	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Lieutenant	3,709.47	3,829.21	3,924.69				
GRADE VIII (Vacant)							
GRADE IX	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Commander	4,273.87	4,514.73	4,632.86				
CIVIL SERVICE CLASS C							
COMMUNICATIONS CLASS-POLICE SERVICE							
GRADE VI	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Communications Specialist II	3,655.87	3,782.31	3,985.47				
GRADE VII	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Communications Specialist III	4,147.16	4,290.82	4,522.50				
GRADE VIII	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Administrator of Communications	4,132.32	4,275.35	4,506.56				

POLICE DEPARTMENT ORDINANCE  
(CLASSIFIED)

**CIVIL SERVICE CLASS A  
UNIFORMED CLASS-POLICE SERVICE**

Fiscal Year 2021

Exhibit A, page 2

Effective first full pay period beginning on or after July 1, 2020  
3.00% Across-the-Board Increase vs. FY'2020  
(Except for Probationary Police Officers)

Classification	Base Pay (Biweekly)						
(Except for Probationary Police Officers)							
GRADE I (Vacant)							
GRADE II							
Police Officer, Probationary	1,615.38						
	<u>Years of Service Beginning</u>						
GRADE III	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd &amp; 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year &amp; Over</u>
Police Officer	2,128.19	2,346.62	2,405.26	2,485.20	2,519.16	2,598.12	2,806.40
GRADE IV							
	<u>16th Year &amp; Under</u>	<u>17th Year &amp; Over</u>					
Senior Police Officer	2,857.44	3,128.81					
GRADE V (Vacant)							
GRADE VI							
	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Sergeant	3,431.53	3,540.85	3,606.87				
GRADE VII							
	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Lieutenant	3,820.75	3,944.09	4,042.43				
GRADE VIII (Vacant)							
GRADE IX							
	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Commander	4,402.09	4,650.17	4,771.85				
<u>CIVIL SERVICE CLASS C</u>							
<u>COMMUNICATIONS CLASS-POLICE SERVICE</u>							
GRADE VI							
	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Communications Specialist II	3,765.55	3,895.78	4,105.03				
GRADE VII							
	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Police Communications Specialist III	4,271.57	4,419.54	4,658.18				
GRADE VIII							
	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year &amp; Over</u>				
Administrator of Communications	4,256.29	4,403.61	4,641.76				

## **Exhibit B**

### **HPD CLASSIFIED PAID TIME OFF (PTO) PROGRAM PROGRAM DESCRIPTION**

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- A. PTO replaced current MSP and CSL Sick Leave and Vacation Plans
- B. PTO became effective September 1, 2001.
- C. Program Initialization
  - 1. Officer who were in CSL Plan
    - a. Received an initial balance based on the number of hours in his/her CSL balance plus any matching hours to which entitled September 1, 2001. Balance became available after year-end processing, which was done the first full pay period commencing in October.
    - b. CSL hours were distributed as follows:

The CSL Frozen Balance includes 25% of CSL hours up to and including 1,040 hours, plus all hours over 1,040. The value was calculated using hourly rate on September 1, 2001. Hourly rate in this case is defined as average of Base plus Longevity rates during period employee was in CSL Plan.

NVL Balance, comprised of the 75% of the original CSL hours (1,040 and under) was not included in the CSL Frozen Balance. Except as otherwise provided in this Agreement, these hours have no value and may only be used for sickness or injury when all other PTO and prior plan hours have been exhausted.
    - c. Personal Leave days will be accrued as Personal Leave, as under the current CSL Plan; they will not be added to the CSL Frozen balance.
  - 2. Officer who were in MSP Plan
    - a. Value of MSP hours for Benefit Year 2001 was frozen. All MSP balances remain unchanged.
  - 3. All Officers
    - a. Vacation hours were assigned a frozen value of average rate of pay (Base + Longevity) for 60 days prior to September 1, 2001. If the Officer had

received a higher average rate of pay for a different 60-day period, that rate was used.

Balances will not be converted to PTO; each type (MSP, CSL, VAC) will be frozen and maintained separately to identify correct frozen value.

D. New Employees

1. Trainees (cadet) currently accrue PTO at 120 hours per year.

E. PTO accruals, beginning the first full pay period after the employee is sworn as a probationary police officer, will be as follows:

1. Accruals will be biweekly. Accrual per pay period will be determined by Classified Payroll

<u>Years of Service</u>	<u>Hours Accrued per Benefit Year</u>
Up to 9 <sup>th</sup> year	160 hours
10 <sup>th</sup> – 14 <sup>th</sup> years	200 hours
15 <sup>th</sup> year	240 hours
16 <sup>th</sup> year and over	8 additional hours for each year to a maximum of 320 hours per year

2. Years of service for PTO are calculated from Compensation Date.
3. Accruals are per pay period, as shown, regardless of the number of hours in an Officer's work day.
4. At the end of the leave year, no later than the 1<sup>st</sup> pay period commencing in October, balance of unused hours accrued during the previous Benefit Year (9/1 – 8/31) will be assigned a frozen value in the same way MSP rates are frozen now [average base + longevity during Benefit Year].
5. HOWEVER, if an Officer's Leave Balance (MSP+CSL+Vacation+PTO) exceeds the applicable cap, the accrual for the year being valued will be limited to (120 hours). For an Officer with a balance over the applicable cap who attempted but was unable to use leave prior to the end of the Benefit Year, a manual entry will be prepared by the Department's Payroll staff for the accrual adjustment.
  - a. The cap for officers sworn before March 30, 2011, is 5,000 hours.
  - b. The cap for officers sworn after March 30, 2011, is 2,500 compensable hours.



F. Usage

1. Usage will be taken from the earliest year frozen balance, proceeding to the next earliest year until all frozen balances have been exhausted (FIFO).

G. Payout at Termination

1. An Officer will be entitled to payment for all unused PTO, prior vacation, and prior sick plan time at the frozen rate(s) based on years of service from Hire Date. Payment will be 10% of total value for each completed year of service through 10<sup>th</sup> year, at which time payment will be at 100% of value.

1 complete year of service will be paid at 10% of frozen and current value

2 complete years of service will be paid at 20% of frozen and current value

Through

10 complete years of service will be paid at 100% of frozen and current value

Example: employee hired 7/1/2001 would be entitled to 10% of total value of balances on 7/1/2002.

Reference Sections C1b, C2a, C3, and D3 for calculation of frozen values

2. Value of current year accruals will be Base + Longevity at time of termination.
3. Frozen and current balances are payable at 100%, regardless of length of service, for an Officer who goes on Disability Retirement or who dies in the line of duty.

**EXHIBIT C**  
**For 2019 Meet and Confer Agreement**

**PHYSICAL FITNESS TEST**

**Test Requirements**

A five-event physical fitness test is the tool designed to test for the minimum strength and endurance needed to successfully accomplish the duties of a Houston police officer. The minimum acceptable standards are:

Agility Run	18.2 seconds.		
Vertical Jump	15.5 inches	or	Leg Press 2.1 x body weight
300 Meter Run	71 seconds		
Push-ups	22	or	Bench Press .63 x body weight
1.5 Mile Run	17:00 minutes		
Alternate Bike Test with score of 31.9 or higher according to the Astrand Fitness Test			

**Test Procedures**

1. Warm-up and stretching (5 min.)
2. Agility Run – Individuals will complete the course as fast as possible. The course is 30 feet long with four traffic cones placed 10 feet apart and has a start line and a base line on opposite ends of the course. The starting position is lying flat on the floor with the hands on the start line. When the command “Go” is given, the individual gets up, sprints to the base line and back to the start line, turns left around the cone at the start point, zigzags around all cones to and from the base line, then sprints to the base line and back to the start line. Timing starts on the command “Go” and stops as the individual crosses the start line after completing the course. Individuals will be given the best score of two attempts. A member of the test staff will demonstrate the event prior to testing.
3. Rest (5 min.)
4. Vertical Jump – Individuals will jump as high as possible. The exercise will begin by the individual standing adjacent to a wall and jumping and placing a mark as high as possible with the fingertips without stretching. The exercise will begin by the individual using a rocking, one-step approach, and jumping as high as possible placing a second mark on the wall with the fingertips of one hand. The difference in inches between the two marks will be used to determine the score for the jump. The individual's score will be the best effort of three jumps. A member of the test staff will demonstrate the event prior to testing.

Or

5. Leg Press – The test will be done using the Universal Leg Press Machine. The test will start with the individual seated on the machine with feet on the push plate and knees bend to a 90° angle. The number in the left column will be used for the test. When ready the individual will have to extend the legs until straight, maintaining a seated position, and return to the starting position. Individuals will be allowed up to four warm-up lifts before attempting to lift 2.1 x body weight. A member of the test staff will demonstrate the event prior to testing.
6. Rest (10 min.)
7. 300 Meter Run – The 300 meter run can be done on a ¼ mile oval track or driving track. Personnel being tested are expected to complete the run as fast as possible.
8. Rest (15 min.)
9. Push-ups – Individuals will complete as many push-ups as possible, with no time limit. The push-ups will be done in the front leaning rest position with back straight and head held up. The exercise will begin from the up position and one push-up will be scored every time the body is lowered until the elbows are  $\leq 90^\circ$  and returned to the up position. Individuals may rest in the up position, but the hands and feet must remain in the start position. A member of the test staff will demonstrate the event prior to testing.

Or

Bench Press – The test will be done using an Olympic style weight set and bench. The test will start with the individual lying flat on the bench. The test staff (spotters) will position the bar above the individual. When ready the individual will lower the bar until the elbows are 90° and return it the starting position. The spotters will assist the individual in returning the bar to the bench supports. Individual will be allowed up to three warm-up lifts before attempting to lift .63 x body weight. A member of the test staff will demonstrate the event prior to testing.

10. Rest and stretching (30 min.)
11. 1.5 Mile Run – The 1.5-mile run is done on a ¼ mile oval track or a driving track. Personnel being tested are expected to complete the run as fast as possible. Walking is permitted during the test but consideration should be given to the additional time walking will require

**EXHIBIT D**  
**Investigator Incentive Pay**

1. The available funding allocated for Investigator Incentive Pay (both Schedule A and Schedule B) is limited to the following per year:
  - \$820,000 beginning July 1, 2019;
  - \$820,000 beginning July 1, 2020;
2. If the City determines that additional funding is available above the amounts set out in paragraph 1 the City in its sole discretion may increase the amounts.
3. All tenure is based from Hire Date.
4. Officers or Sergeants who have a permanent Take Home Vehicle are not eligible under any conditions to receive Investigator Incentive Pay. This does not pertain to marked vehicles.
5. Officers that may be eligible for Investigator Incentive Pay must apply for the pay by submitting correspondence with supporting documentation to an Assistant Chief to be designated by the Chief of Police. It is the responsibility of each officer to apply for each step when they believe they are eligible.
6. No back pay will accrue due to an officer's delay or inability to apply for the pay. Any back pay disputes will be governed by a vote of the LRC.
7. In the event the number eligible for the incentive exceeds the amount authorized, the incentives will be awarded to the individuals with the cumulative longest tenure in the division.
8. All challenges to eligibility will be handled by the LRC using existing protocols established by the LRC. In the event of a departmental reorganization, the LRC shall determine which newly organized divisions are eligible for the pay.
9. Investigator Incentive Pay, both Schedule A and Schedule B, is considered an assignment pay and will be paid bi-weekly.

<b>Pay Schedule</b>	<b>SCHEDULE A</b>		
	<b>Investigative Incentive</b>		
	<b>Step Levels</b>	<b>July 2019</b>	<b>July 2020</b>
	<b>Step I</b>	<b>\$600.00</b>	<b>\$600.00</b>
	<b>Step II</b>	<b>\$1,900.00</b>	<b>\$1,900.00</b>
	<b>Step III</b>	<b>\$2,200.00</b>	<b>\$2,200.00</b>

**Requirements for Investigative Personnel  
To Receive Schedule A Incentive Pay**

1. Officers and Sergeants are eligible to qualify if their primary job assignment is to investigate cases a majority of the time. Personnel who periodically investigate cases do not qualify. Sergeants who carry a significant caseload in addition to supervising casework are eligible. "Significant" is defined in terms of being very similar to caseload carried by their respective officers.
2. Personnel must successfully meet the eligibility requirements for each requirement within the Step Incentive Pay Structure they are seeking before they will be eligible for the pay.
3. All Investigative Training Courses must be approved by the Houston Police Department Training Division. Every attempt will be made to offer investigative training courses on a regular basis. Personnel are not restricted to taking investigative training courses relevant to their assigned division.
  - A. Where applicable, personnel must pass the course completion requirements to receive credit for said course.
  - B. Courses previously taken by employees during their HPD tenure can be applied to satisfy this eligibility criteria.
4. The following assignments qualify to fulfill the required years of "cumulative HPD investigative experience":
  - A. Divisions: Auto Theft, Burglary & Theft, Homicide, Internal Affairs, Juvenile, Major Offenders, Narcotics, Robbery, Special Victims, Vice, Major Assaults and Family Violence



- B. Other assignments: Crash Reconstructionist Investigators and the Hit & Run Investigators of VCD, the Threat Management Investigators of CID, and the dayshift gang investigators assigned to the Gang Division. Any additional units or divisions identified may be approved by the LRC.
5. The Investigative Performance Worksheet must be completed once every six months in accordance with the HPD's regular JPR schedule. To satisfy the eligibility requirements, the employee must attain the score during each previous six-month grading period.
6. Steps 2 and 3: If an investigator's total average score on the Investigative Performance Worksheet falls below the applicable Step requirement, the investigator's Step pay shall drop to a lower Step pay that matches the applicable total average score for a period of at least six (6) months. The investigator must re-qualify for the pay by receiving the applicable total average score. (For example, an investigator receiving Step 3 pay who receives a total average score of 4.0 in a grading period shall drop to Step 1 pay for at least six [6] months. During the next grading period, if the investigator receives a 4.5 or higher, then the investigator may apply to receive Step 3 pay.) Any officer dropped to a lower Step may appeal the decision to a designated Assistant Chief. The decision of the designated Assistant Chief may be appealed to the LRC. The decision of the LRC will be final.

Minimum qualification requirements:

Step 1

- Minimum of 4 years Department seniority
- One year of cumulative HPD investigative experience
- Complete Basic Investigator Training course
- Complete 1 additional investigative training course

Step 2

- Minimum of 6 years Department seniority
- Three years of cumulative HPD investigative experience
- Complete Basic Investigator Training course
- Complete 4 additional investigative training course
- Achieve a minimum 4.25 total average score on Investigative Performance Worksheet

Step 3

- Minimum of 8 years Department seniority
- Five years of cumulative HPD investigative experience
- Complete Basic Investigator Training course
- Complete 7 additional investigative training course

- Achieve a minimum 4.5 total average score on Investigative Performance Worksheet

#### **Schedule B:**

Upon application and approval, the below will continue to receive a maximum of Step I (\$600) per fiscal year:

1. Crime Reduction Officers (Gang Division) – must have 2 years tenure within the division.
2. Drug Recognition Experts – must be certified, have an operational assignment (not support or administrative), and be regularly called to work fatalities, Failure to Stop and Render Aid, among other assignments (i.e., DWIs). Any questions regarding eligibility shall be resolved by the LRC.