

MEET & CONFER AGREEMENT

between the

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

as the

**Majority Bargaining Agent
for all Police Officers**

and the

CITY OF HOUSTON, TEXAS

FOR FISCAL YEARS 2011 THROUGH 2015

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SIGNATURE AND APPROVAL PAGE

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**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**

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 had a successful contract in 2001, which was amended in 2003 and 2004, 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 supercede 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.

Accredited College or University - A college or university that is accredited by the Southern Association of Colleges and Schools and/or by the state board of education in the state in which the college or university is located.

Benefit year - A period of 365 days beginning with September 1 through August 31 used for the purpose of awarding or calculating benefits payable to employees.

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

Business Day - 8:00 A.M. through 5:00 P.M. on Monday, Tuesday, Wednesday, Thursday and/or 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.

Commission - The Police Officers' Civil Service Commission of the City of Houston, and its predecessor the Firefighters' and 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.

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, Captain, 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 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, 2011 through June 30, 2012 is FY 2012).

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.

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

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 HPD Officers below pay grade VII. and Sergeants for purposes of FLSA OT, but not for PFT purposes

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 Section 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, AAPOL, and HPPU/LODGE 109) in which at least three (3%) percent of the police officers of this City 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, PFT 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.

TCLEOSE - Texas Commission on Law Enforcement Officer Standards and Education.

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 Section 143.355, the City recognizes the HPOU as the sole and exclusive MBA for all police officers employed by the HPD pursuant to Section 143.351, *et seq*, except for Assistant Chiefs, Executive Assistant Chiefs, and the Police Chief.

ARTICLE 3: DURATION

1. This Agreement shall be effective from the date ascribed below and shall remain in full force and effect until the close of business on June 30, 2015, 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 November 1, 2014 or thereafter 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 June 30, 2015, 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 June 1, 2016.
 - 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.

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 Section 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 superceded by this Agreement, all rights provided to the 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 retains 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 Sec. 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, and 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, TLGC 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: CREATION OF EXECUTIVE ASSISTANT CHIEF RANK AND POSITION(S) AND APPROVAL OF APPOINTMENTS TO ASSISTANT CHIEF AND EXECUTIVE ASSISTANT CHIEF OF POLICE

1. 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, Section 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 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.

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 Deputy Director of Finance and Administration of the HPD, or his 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 OR OF THE UNION 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: ESTABLISHMENT AND MAINTENANCE OF 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 prior to the start of each calendar year of the names of the MBA representatives who will be authorized to conduct union business on behalf of the MBA. The Chief of Police may approve any changes to the annual list of officers by the MBA after the beginning of each calendar year.
5. During the month of July 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.
 - A. The MBA will deliver a copy of the leave-time pool withdrawal form five (5) business days after submission of the form to the City's designee
6. All donated time in the MBA Union Business Leave Pool that is not utilized in the calendar year in which it is donated shall be carried over to the next fiscal 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: PRE-SERVICE TRAINING

1. 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 Accident Review Board at the appointment of 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 accouterments;
 - 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, 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 who shall be appointed to staggered two year terms. There is no qualification for appointment other than membership in the HPD. Five appointments each shall be made by the Chief and the President of the MBA. There is no limitation on consecutive re-appointments of members to successive terms. Removal shall be at the sole discretion of the appointing party. Appointments to fill vacancies for unexpired terms may be made by 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. 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. Each meeting shall be conducted by a Facilitator, designated at the previous month's meeting (on a rotating basis between the MBA and the City) who shall call the meeting to order and facilitate the conduct of business on the Agenda through agreed upon rules of order (Robert's, etc).
5. Items to be placed on the agenda shall be forwarded via the Chief to the designated Facilitator 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:
 - 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) selecting 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) developing a rotating police memorial master schedule;
 - 10) developing and establishing the mentoring responsibilities for entitlement to FTO/Mentoring pay;
 - 11) reviewing and approving officers eligible to utilize the Convalescent Officer Leave Pool consistent with the City's existing policy;
 - 12) developing and approving a new Physical Agility Test (PAT) to determine the qualifications for receiving PFT hours; and,
 - 13) any other tasks delegated to the LRC in the Agreement.
- 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 PROMOTION

- 1.** Police officers shall not be eligible to take the promotional examination for the rank of Sergeant until they have completed at least five (5) years of service from their hire date, excluding all temporary suspensions of ninety (90) days or less.
- 2.** Before a classified employee (regardless of rank) may participate in any phase of the promotional 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.
- 3.** For the ranks of lieutenant, and captain, the following educational requirements shall apply as a condition to eligibility for participation in the promotional process prior to final sign-up date:
 - A.** Candidates for promotion to lieutenant must have obtained an Associate's degree or have completed a minimum of 65 hours towards a Bachelor's degree from an accredited college or university.
 - B.** Candidates for promotion to captain must have obtained at least a Bachelor's degree or higher from an accredited college or university.
- 4.** For the ranks of Sergeant, Lieutenant, and Captain it shall be mandatory for a candidate to pass the assessment center by scoring at least half the total possible points available in the assessment.
 - A.** Candidates who do not meet the foregoing criteria will not be included in the final rank order promotional list.

ARTICLE 19: PROMOTIONAL PROCESS

- 1.** The Labor Relations Committee shall appoint a subcommittee of no more than eight members with four members each selected by the HPD and the MBA respectively from among its members and/or from among the members of the

Department to jointly continue to determine and monitor assessment procedures and select a vendor from criteria mutually agreed to by the Committee members.

- A.** 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.
 - B.** Any tie vote or impasse on an issue of the subcommittee shall be broken by a vote of the Labor Relations Committee.
- 2.** A list of consultants and possible vendors shall be developed. The subcommittee shall establish criteria for selecting an independent consultant/vendor to professionally develop written examination questions and give written tests for promotion to the ranks of Sergeant, Lieutenant and Captain. The subcommittee shall recommend a vendor to do testing and assessment and oversee the entire pre-selection process.
- 3.** The critical elements for written validity testing shall include, but not be limited to:
 - A.** the selection of no more than three source materials that are related to the job duties and responsibilities of the rank to be tested.
 - 1)** For purposes of this section "three source materials" may include, but are not limited to, any combination of the following: 1) Department policies / General Orders; 2) this Labor Agreement; and, 3) professional publications, which could include a textbook or a compilation of professional articles.
 - B.** A forty-five to fifty day study period that begins when the vendor announces the booklist before a test is given;
 - C.** A multiple choice test with passing at a minimum score of 70% out of 100 questions;
- 4.** At the time the test is announced, the Chief will declare the number of existing and anticipated openings to occur over the life of the list. This number shall not be deemed in any way to create an expectation of any kind that all such vacancies will ultimately be filled.
- 5.** The test shall be graded immediately by the vendor with a written score provided to the participant. A list shall be prepared of all test takers and a preliminary rank order list of those that scored 70% or higher. Prior to and after testing, the finalized examination shall be kept in a safe and secure manner by the vendor.
- 6.** Any officer who has taken a written promotional examination may, within five business days of the posting of the written promotional exam results, review his/her examination results and file an appeal of any question(s) on the test. Examination reviews must be done on the officer's off duty time.
 - A.** The appeals shall be filed with the Labor Relations Subcommittee responsible for assessments.

- B. The appeals will be given to the vendor/consultant who shall respond to the appeal(s) within five business days and make a recommendation for a resolution of the question at issue to the subcommittee.
 - C. The Subcommittee will determine within five business days after receiving the vendor's response what action needs to be taken on the question and inform the officer and the consultant.
 - D. If a new rank order list needs to be revised as a result of the removal of any question, the vendor/consultant shall create a new rank order list within three (3) business days and provide it to the Department to be posted.
7. When the post-appeal rank order list from the written examination has been established, those who scored 70% or higher on the written exam shall have a preliminary score calculated by the vendor as follows:

Written Test Score +	Maximum of 100 x .60	60 Pts.
Seniority Points +	Maximum of 10 @ 1 per year	10 Pts.
<u>Either</u> Education Points Or	1 – Bachelor's Degree 2 – Master's Degree 3 – Doctorate Degree	3 Pts Max. Or
Military Point (but not both)	1 – Honorable Discharge on DD214 or ongoing Reserve or National Guard Service (minimum 4 years)	1 Pts. =
Maximum Possible Points		73 Pts Max.

- A. A preliminary rank order list will be established by the vendor.
8. The selected vendor, or a subvendor under the auspices and supervision of the selected vendor, shall also conduct an assessment of the highest ranked test scorers in the following manner:
- Sergeant top **200** ranked eligibles; any additional assessments shall be in increments of 25;
- Lieutenant top **75** ranked eligibles; any additional assessments shall be in increments of 20;

Captain top **35** ranked eligibles; any additional assessments shall be in increments of 10.

9. The subcommittee shall establish assessment criteria based on job content and responsibility.
10. The vendor will design the assessment cadre using a variety of exercises including, but not limited to the following exercises:
 - 1) In-Basket; Problem Solving/Analysis;
 - 2) Oral Resumes/Structured Interviews;
 - 3) Role-Playing;
 - 4) Memo/Report Writing;
 - 5) Oral Presentation/Plan Preparation;
 - 6) Staff Meeting;
 - 7) Special event/Operations; and,
 - 8) Others as they are established and determined to be reasonably valid predictors of job related characteristics.
11. The vendor 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.
12. The vendor shall also select the assessors who shall meet the following criteria:
 - 1) Equivalent rank to the promotion, or above, from cities with a population of 200,000 or greater;
 - 2) Shall not reside in the Houston Standard Metropolitan Statistical Area;
 - 3) Shall not be related to any candidate for promotion;
 - 4) Shall not be personally known to any candidate for promotion;
 - 5) Shall have at least two (2) years of experience in the rank being assessed or an equivalent rank; and,
 - 6) Shall not be a current or former employee of the City of Houston, HPD, the MBA or any other HPD employee group.
13. Any tie scores on the written test shall be broken by the standard tie breaking procedures currently in existence for written promotional tests.
14. All initial and subsequent assessments should be done for each rank at or about the same time and by the same vendor; if not possible, any conflict should be resolved by the Labor Relations Subcommittee.
15. If the vendor fails or refuses to perform as requested, his/her contract shall be canceled.

16. The vendor shall conduct one or more orientation sessions for candidates prior to administering the assessment cadre. The vendor may not deem the orientation mandatory, since participation in the orientation is totally voluntary.
- A. Officers eligible to be assessed shall be permitted, at their request, to attend one orientation session. Efforts should be made, and schedules changed if necessary, in order to allow attendance at orientation and the assessment during a regular duty shift and avoid overtime or comp time.
- 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.
17. The assessors selected by the vendor will assess the candidates for the rank. The assessors shall score up to a maximum of 40 points for each candidate participating in the assessment without regard to the candidate's race, sex, religion, age or national origin. The assessment testing shall be videotaped.
18. Nothing in the assessment process may be appealed either to the Commission or to District Court.
19. After the assessment scoring has been completed, the total score shall be calculated by the vendor as follows:

Preliminary Score +	Maximum of 73	73 Pts.
Assessment Score +	Maximum of 40	40 Pts.
= Maximum Possible Points		113 Pts.

20. A final, official rank order list shall be created of all eligibles assessed by the vendor in accordance with all the promotional procedures set forth herein. The final lists of eligibles shall remain in effect for two (2) years for promotions to the ranks of Sergeant, Lieutenant, and/or Captain.
- A. The two year period shall be calculated from the date of the original written exam.
21. Promotions shall be made from the eligibility list in effect at the time a vacancy occurs. 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. Promotions shall be made within five (5) days of a final list being created.
- B. 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.

22. The department may elect to assess multiple bands simultaneously as long as the bands are ranked separately.

ARTICLE 20: BYPASS PROTOCOLS

1. Section 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 Captains, the following selection protocols shall apply:
 - A. The Chief may fill a Captain vacancy from the top five (5) candidates of a certified list.
 - B. The standard of review for a bypass exercised in a Captain'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, the officer shall be removed from the list at that time and no longer eligible for consideration off of that list.
 - E. Any and all appeals by all bypassed candidates who elect to appeal shall be consolidated into one appeal hearing.
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 agreement.
4. 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 will be merged into the "Class A" position configuration.
2. Class B personnel affected by this redesignation will be allowed to remain in their current job assignment provided they are performing at an effective level (as defined by the Department's standard job performance evaluation requirements).

3. If any newly classified Class A personnel transfers out of their current position (former Class B position), the Department has the following options in regards to the position:
 - A. Convert the vacated classified position to the appropriate civilian position and replace with the most qualified individual, which could be with applicants from within the Department or from outside the Department; or,
 - B. Allow the position to remain a classified position and replace with the most qualified classified applicant.
4. Any newly classified Class A personnel transferring out of their current assignment (former Class B assignment) 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 newly classified Class A Police Officer, Senior Police Officer, or Sergeant who opts not to 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 department retains the prerogative to manage the frequency at which former Class B personnel transfer out of their current assignments in order to maintain proper staffing and to effectively carry out the functions currently being performed by former Class B personnel.
 - E. The parties acknowledge that the time it takes to replace a position will be governed by the hiring and training processes, both of which should be done as effectively and efficiently as possible.
5. As of the ratification of this Contract, some Class B promotional openings remain that will be handled in the following manner and on or before September 3, 2011:
 - A. The current number of openings for the position of Class B Deputy Administrator (equivalent of a Class A Lieutenant) shall be reduced to two and shall be re-classified as Class A Lieutenant positions.
 - 1) The City will initiate the promotional process for the two open positions in accordance with the provisions currently utilized for Class B positions.

- 2) Only eligible former Class B personnel will be allowed to participate in the promotional process and the two positions shall be filled only by eligible former Class B personnel.
 - 3) Upon promotion, the promoted personnel will be in all respects Class A Lieutenants subject to the provisions herein.
 - 4) After these two positions are filled, the restriction of "former Class B only" is lifted so that when the positions become vacant in the future, they will be filled according to Class A status, and the list will be considered closed, expired, and finished when these two positions are filled.
 - 5) No backpay shall accrue to these positions until sixty (60) days after the final rank order list is certified.
- B. The two Senior Identification Officers that are promoted according to subsection (a) above shall create two vacancies at the rank of Senior Identification Officer (Senior IDO).
- 1) These two vacancies shall immediately be re-classified as Class A Sergeant positions to be filled only by eligible candidates on the current Class B Senior IDO promotional list.
 - 2) The current Senior IDO promotional list will not expire until the two vacant Senior IDO positions are filled, and the list will be considered closed, expired, and finished when these two positions are filled.
 - 3) Upon promotion, the promoted personnel will be in all respects Class A sergeants subject to the provisions herein. After these two positions are filled, the restriction of "former Class B only" is lifted so that when the positions become vacant in the future, they will be filled according to Class A status.
- C. Apart from the two vacancies noted in the foregoing section, in the event any other Class B Senior IDO vacancies occur prior to the ratification of this Contract, such openings will be held in abeyance and convert to Class A Sergeant vacancies upon ratification of this Contract.
- 1) The date of such vacancies shall be the date of the ratification of the Contract and the vacancies shall be filled from the current Class A Sergeant promotional list.
 - 2) No backpay shall accrue during the period of abeyance, if any.
- D. The current open Class B Administrator vacancy will not be filled by a former Class B but instead will convert to a Class A Captain position to be filled from the current Class A Captain's promotional list.

- 1) The date of the vacancy will be the date this Contract is ratified. The base pay rate for the position will be that of a current Class A Captain with applicable years of service.
6. 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 Captain of Police.
2. The following existing special divisions may utilize non-classified full-time employees of the department to serve as Division Commanders, such as: ADR, Legal Services, Jail, Planning, Psychological Services, Records, Fleet, Identification Division, Property and Supply Division, and Technology Services.
3. All other divisions and details currently supervised by classified officers shall remain under the authority of the Department and supervised by classified police officers.
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: FORENSIC FUNCTIONS WITHIN DEPARTMENT

1. Forensic functions, referred to in totality as "forensic operation(s)", are defined as:
 - A. **The Crime Lab** – consisting of Toxicology, Controlled Substance, Forensic Biology Screening / DNA / Trace Evidence, Firearms, Central Evidence Processing, Quality Control, and all associated civilian support personnel,

- B. Latent Print Lab** – consisting of Latent Print Evidence Processing, Latent Print Comparisons, AFIS Reverse Searches, Quality Control, NEC/IAFIS entries, and all associated support personnel,
 - C. Audio/Video Lab** - All forensic operations performed by personnel within the Audio/Video Lab,
 - D. Forensic Photography** - All forensic operations performed by personnel within Forensic Photography,
 - E. Polygraph** - All operations performed by personnel within Polygraph,
 - F. Digital Computer Forensics** - All forensic operations performed by personnel within the Digital Computer Forensics Unit, and
 - G. Crime Scene Unit** - All forensic operations performed by personnel within Crime Scene Units.
- 2. It is the intent of management to consolidate all forensic functions under one organizational structure that is independent from and not controlled by the Houston Police Department.
 - A.** This transition is to occur over a period of time consistent with the funding commitments, establishing a legitimate management hierarchy, and the acquisition or occupation of appropriate facilities.
- 3. The City of Houston and the Houston Police Department retain the right to continue and / or expand the outsourcing of forensic responsibilities as a means of enhancing efficiencies and responsiveness until such time the forensic operation is no longer managed by members of the Houston Police Department.
- 4. Current positions within the forensic functions can be designated as civilian or classified. If and when the forensic functions are no longer managed by the Houston Police Department and placed under an independent management hierarchy, the following provisions will apply:
 - A.** Occupied classified positions will remain filled by existing classified personnel until such time as the person voluntarily vacates the position 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.
- 5. 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 administrative responsibilities associated with classified personnel working within the forensic operation.
- E. Pursuant to previous provisions, the purpose of which was to civilianize the Crime Lab, the parties hereby reaffirm that it was, and continues to be, the intent of the parties that the Crime Lab shall be a civilianized operation within the Department operated by civilian personnel.

ARTICLE 24: HEC CENTER

1. Houston Emergency Communications (HEC) Center. The 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.
3. Communications Management – Class C Officer In addition to the provisions of the Meet & Confer Agreement, the Chief of Police may direct the highest classified Class C officer to report to and be supervised by a non-classified member of the Department.

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, medical and psychological (fitness for duty) separations, and the compensation systems of classified officers set out in the City Charter, the Code of Ordinances, and Chapter 143 of the Texas Local Government Code.

4. All disciplinary appeals from temporary suspensions of one or two days and/or written reprimands are exclusively within the jurisdiction of the POCS Commission, except as specifically otherwise provided in Section 143.129, TLGC, 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:
 - 1) Be of good moral character;
 - 2) Be a United States citizen;
 - 3) Be a resident of the City of Houston or live within 30 miles of the City limits;
 - 4) Be at least 30 years of age;
 - 5) Not have held a municipal public office within the preceding three (3) years;
 - 6) Not have been an employee of the City of Houston or the Union within the preceding ten (10) years; and,
 - 7) 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).
 - 8) 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.

- E. The POCSC will be an autonomous and independent Commission of the City of Houston.
 - F. 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.
 - 1) 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.
 - 2) 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 POCS Commissioner shall be subject to removal pursuant to the mandates of Section 143.007. However, Section 143.007(c) does not apply to the POCS Commission.
11. The City Attorney's Office will not serve as a legal advisor and/or consultant to the POCS Commission.
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 POCS.
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 POCS, the rules and procedures are to be followed on all appeals to the POCS and to grievance examiners.
14. Attorneys representing aggrieved officers and/or the City shall be authorized to issue subpoenas pursuant to Sec. 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 POCS 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 POCS. 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 be approved, and appointed by the LRC for a term of eighteen months or until replaced by the LRC. 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. After the ratification of this Agreement, an IHE may serve no more than three consecutive eighteen month terms, except as otherwise provided herein. Two-thirds of the existing IHE's at the ratification of this Agreement may remain on the newly created roster.
 - C. The remaining two-thirds of the existing IHE's, who are hold-overs, shall be replaced in the following manner:
 - 1) An additional one-third of the previous roster shall be replaced eighteen months after the establishment of the roster
 - 2) The final third of the previous roster shall be replaced eighteen months after those replaced in sub-paragraph 1 above.
- 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. The LRC will alternately select names in a blind drawing and individuals selected will be assigned in the order of their random drawing to the panel of independent hearing examiners.
- 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.
 - 1) 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.
 - 2) 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 and using the foregoing procedures select the necessary additional number of hearing examiners to maintain the provisions of this Article.
- 7. In the event of a tie in the LRC over the selection of a hearing examiner to fill a vacancy, the selection shall be handled by filing a request by the POCS Director to the American Arbitration Association for a list of seven (7) neutrals who satisfy the eligibility criteria identified herein and who are not already on an active list under the Agreement.
 - A. The selection of an IHE shall be handled using an alternating strike procedure with the HPOU representative exercising the first strike. Each party shall exercise three (3) strikes, and the remaining candidate on the list shall be deemed as the selectee for the foregoing panel.
 - B. If the selectee is unable or unwilling to serve, then the parties shall request another list and repeat this procedure until a willing and able hearing examiner is selected.
- 8. 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 set 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).
- 9.** The LRC shall have the authority to amend and approve adjustments to the rates established herein and shall not exceed 5% of the amounts agreed to herein per year.
- 10.** A rules subcommittee of the LRC (comprised of three officers representing the City and three officers representing the MBA) will meet to establish an agreed set of 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.
 - 1)** 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.

- 2) 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.
- 3) 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.
- 4) 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 Section 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 (Personnel, 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.
 - 1) 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.
 - 1) If accepted, the Department shall implement the proposed resolution as expeditiously as possible.
 - 2) 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.
 - 1) 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.
 - 2) Only one continuance may be granted per side and only for good cause. Each continuance may not exceed an additional fourteen days.
 - 3) 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.
 - 4) 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 Section 143.127, et. seq., Texas Local Gov't Code.
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. A police officer may file a grievance as provided by Sec.143.127 of the Texas Local Government Code. A grievance filed regarding a job performance review, will be limited to semi-annual job performance reviews 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 Section 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.
 - C. In the case of an Indefinite Suspension, the Chief may suspend an officer for disciplinary reasons for an indefinite time period.
2. The Chief may not impose a disciplinary suspension later than the 180th calendar day after the department discovers or becomes aware of a rules violation, except as otherwise provided by this Agreement and/or state law.
 - A. 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.

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 Captain of Police who is in the officer's chain of command and has reviewed the administrative investigation that is the subject of the discipline.
16. 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 supercedes any contrary provision of State Law listed in Chapter 143 of the Texas Local Government Code.

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 to be developed within the first six months after ratification of this Agreement by all parties.
 - 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 design and implement 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 counselings, 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 are 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 Percentage Increase for the fiscal years (FY) indicated have been, and will be as follows:

FY 2009	7/1/2008	6/30/2009	2% - June 2009
FY 2010	7/1/2009	6/30/2010	2% - June 2010
FY 2011	7/1/2010	6/30/2011	0%
FY 2012	7/1/2011	6/30/2012	0%
FY 2013	7/1/2012	6/30/2013	3% - June 2013
FY 2014	7/1/2013	6/30/2014	3% - June 2014
FY 2015	7/1/2014	6/30/2015	4% - June 2015

- B. The base pay adjustments set out above shall be paid on a pro-rata basis in accordance with the City's existing payroll policy and practices and will become effective the first full pay period after June 1st, of each year listed above.
- C. The year of service step increases reflected in Exhibit A for each fiscal year indicated shall continue throughout the term of this Agreement.
- D. Tables reflecting the current rates of pay with respect to each identified category of pay shall be attached as Exhibits to this Agreement and are hereby incorporated by reference.

2. CONTINGENT BASE & SENIORITY PAY INCREASES

- A. The Mayor and the City of Houston retain the authority to determine staffing levels and authorize the hiring of new employees. However, the Union has indicated its support to hire personnel necessary to continue the department mission by virtue of the contingent obligations specified herein.
- B. The City therefore hereby agrees to a contingent percentage increase as follows linked to hiring goals:
- 1) 2% in FY 2011;
 - 2) 2% in FY 2012,

- 3) If the City does not meet the minimum hiring objectives set out below, these contingent increases are in addition to the amounts in the table above, if any, and will be paid starting in the first full pay period of the next fiscal year.
- C. The City agrees to meet a minimum hiring goal as follows:
- 1) FY 2011: 137 cadets;
 - 2) FY 2012: 140 cadets;
- D. Hiring for purposes of this provision shall be defined as the written offer of a cadet position in a HPD training academy class.
- E. The foregoing hiring goals listed in the paragraph C above are premised on the expectation that there will be an equal or greater attrition count for the fiscal year in question.
- 1) Attrition for purposes of this Article shall mean separation of a classified officer from the active rolls of the City and includes those officers who enter Phase Down.
- F. The foregoing hiring goal obligation shall not be triggered unless and until the attrition count is equal to or greater than the stated hiring goal in a given fiscal year.
- 1) For example, if the hiring goal is stated as "x" for a given fiscal year, and the attrition count for that fiscal year is equal to or less than "x", then the City's hiring obligation shall be no greater than the actual attrition for that fiscal year.
 - 2) On the other hand, if the attrition within a given fiscal year is greater than the stated hiring goal, the minimum hiring goal stated above shall be the City's only obligation; provided, however, that nothing herein would preclude the City from exceeding the hiring goal at its own discretion.
- G. If and when the City's hiring goal obligation is triggered, the City's deadline for meeting the hiring goal obligation shall be abated, postponed, and delayed under one or more of the following conditions:
- 1) If the hiring goal obligation is not triggered until a point beyond the last quarter of a given fiscal year; or,
 - 2) If the City is precluded from working towards compliance with the hiring goal obligation as a consequence of any judicial action, such as a Temporary Restraining Order (TRO), Injunction, other court order or other legal impediment to the City's efforts towards achieving the hiring of the required number of cadets; or,
 - 3) In the event of a force majeure incident or event, such as but not limited to events of nature (fire, flood, hurricane, etc. by way of example only) or man-made (terrorist act, etc. also by way of

example).

H. In the event of one or more of the foregoing conditions, the City's hiring goal obligations would be abated and delayed, and extended for a period as described below to allow the City the necessary time to achieve the hiring goal obligation otherwise stated herein.

- 1) If the hiring goal obligation is not triggered until the final quarter of a given fiscal year, then the City's deadline to satisfy the hiring goal shall automatically be rolled forward for an additional quarter into the next fiscal year;
- 2) In the event of a judicial injunction precluding the City from taking steps to meet the hiring goal obligation, the deadline to do so will be abated until after the judicial action is removed or resolved;
- 3) In the event of a force majeure, the time period of such an event shall result in an abatement of the obligation deadline for a period not to exceed beyond the cessation of the event.

3. 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.

Level One	sworn date - 5 Years	\$53.85 Bi-Weekly
Level Two	6-11 Years	\$129.25 Bi-Weekly
Level Three	12+ Years	\$318.55 Bi-Weekly

- 1) For officers hired after the ratification date of this Agreement, the training pay for Level One shall begin on the officer's sworn date.
- 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 TCLEOSE 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 TCLEOSE.
- E.** The Department shall be required to pay any training certification incentive pay as of the date the officer qualifies for the training pay.

4. 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 Officers Standards and Education (TCLEOSE) 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.

- 1)** Beginning in FY 2013 (July 1, 2012) the calculation of sixteen year and under SPO pay shall be computed using the qualifying officer's hire date.

5. 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.

B. Field Training Officer (FTO) / Mentoring Pay. All officers and sergeants currently receiving FTO/FTS pay will have it renamed as Field Training / Mentoring Pay.

- 1)** All officers and sergeants are presumed to be continuously training or mentoring unless the department specifically notifies the officer, the sergeant and payroll to the contrary.
- 2)** LRC will develop and establish the mentoring responsibilities for entitlement to the pay listed above. Until such time as responsibilities are developed, they will be determined by the department.
- 3)** This pay will begin for all FTO/FTS currently assigned those functions, after ratification of this Agreement.

6. 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 officers overtime pay calculation during the period authorized by this subsection.

7. 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.

8. COLLEGE TUITION REIMBURSEMENT

- A.** Officers shall be entitled to receive reimbursement for tuition and required fees related to educational courses (e.g. lab fees) at a college or university for course hours in an accredited college or university degree program in which an officer enrolls during his/her employment as an officer.
- B.** This does not include any correspondence courses unless they are offered by an accredited school or university.
- 1)** Ineligible costs include fees associated with parking, building use, gym fees, seat deposits or college hours that were required for admission, college hours obtained while in the Academy or while on probation or, more specifically, during the fifty-two (52) week period following graduation from the Academy.
- C.** 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 reimbursement for more than 100% of their actual costs.

- D.** Should an officer receive reimbursement from the City and 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.
- E.** Tuition reimbursement shall be limited to those fees and tuition required in Texas State supported colleges and universities for similar or related courses and shall only be paid at Texas resident rates.
- F.** For undergraduate and law school courses, grades equivalent to a "C" or better will be reimbursed at 100%. For graduate courses other than law school courses, only grades equivalent to a "B" or better will be reimbursed at 100%.
- G.** At the completion of a graduate or undergraduate course for which a letter grade is not given, the Department 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 course, reimbursement will not occur until final completion of the course.

9. EQUIPMENT ALLOWANCE

- A.** Each police officer 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

10. CLOTHING ALLOWANCE PAY

- A.** Officers in the Houston Police Department who qualify for a clothing allowance shall receive \$800 annually and shall not be included in an officer's overtime rate of pay calculations.
 - 1)** This amount shall be paid in accordance with past practices.
- B.** Clothing Allowance shall also be paid to those positions in Criminal Investigations and Special Investigations, except for those uniform divisions or units within the Criminal and and Special Investigations command, as well as other assignments in which business attire or dress for under-cover assignments must be worn as a daily standard dress requirement.
- C.** Questions regarding eligibility for this benefit shall be resolved administratively by the Clothing Allowance Committee and if the employee disagrees, the LRC will make a final and binding decision.
- D.** The Maintenance of Standards provisions related to clothing allowances shall apply for the duration of this Agreement.

11. 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 for disability benefits administered by the MBA, Administrator.
- 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. Upon termination of the City's contribution to the officer's benefit premium pursuant to this Agreement, the City/HPD shall resume withholding the entire premium due from the officer's bi-weekly salary.
- 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.

12. 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.

13. 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.

14. 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, and the Special Operations Division, as described herein and approved 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 the Special Operations Division, or the Airport Division, 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. This incentive pay shall be implemented beginning on July 1, 2013 to be paid in the next full pay period.
- F. 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.
- G. 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
 - 4) The foregoing pays are pro-rated in accordance with the City's usual and customary payroll schedule.

ARTICLE 34: PAID TIME OFF

- 1. The Department shall implement a leave program designated as Paid Time Off, hereinafter referred to as PTO. 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 is set forth in Exhibit B attached hereto and incorporated by reference herein as though set forth verbatim.

2. Benefits under the PTO shall begin to accrue for new employees on the day the employee completes his probationary period as a police officer. Leave accumulated during status as a police cadet and a probationary police officer shall be accumulated as leave in the Compensatory Sick Leave Plan ("CSL Plan"). Any leave accumulated in the CSL Plan will convert to the officer's PTO bank on the date the officer completes his probationary status as described below.
 - A. Cadets and Probationary officers shall continue under the current policy of the City to accumulate credit for personal leave days while they are under the CSL Plan (1, 2 or 3 days within the previous twelve months).
3. PTO leave shall be based upon a benefit year that begins on September 1 and ends on August 31st of the following year. All benefits capable of conversion to PTO shall accumulate at the current rate between the effective date of this Agreement and September 1, 2001, when conversion takes place. The PTO program became effective on September 1, 2001.
4. If the officer 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 PFT 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 if leave is requested less than 24 (twenty-four) hours prior to the start of the leave being requested unless approved by a supervisor.
 - A. More than 8 (eight) unscheduled leave events in a leave year (September 1st through August 31st) may require a physician's statement to be compensated as PTO.
 - 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, the reasons for the request.
 - C. If a single day of PTO is taken for any reason, the leave event is considered a single event.
 - D. If the PTO requested for any reason and extends beyond one day, including two or more consecutive days up to a maximum of seven days,

the total amount of time taken during that absence shall be considered a single event.

- E. If the PTO 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.

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. All compensatory time balances that exempt officers had on December 31, 2001 shall be 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.
 - A. See definitions Article of this Agreement for identity of exempt officers.
- 2. The Chief of Police at his sole discretion, shall authorize either compensation and/or exempt time credit at the officer's straight time rate of pay for court appearances, assignments, and/or special projects that warrant special consideration and extraordinary effort.
 - A. Any compensation paid will be considered assignment pay. Straight time rate of pay includes base pay and longevity pay only.
 - B. Exempt time credit earned and accrued shall have no cash value. Utilization of exempt time credit shall be on an hour for hour basis.

3. Lieutenants & Captains – Qualified Exempt Status

- A.** Even though Lieutenants and Captains 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.
 - 1)** The Department shall determine whether Exempt Time will be compensation or credit.
- B.** Lieutenants and Captains are authorized to perform all approved training and qualifications while on duty.

4. Sergeants and Exempt Status

- A.** The new FLSA regulations do not govern the classification of exempt status for purposes other than eligibility for overtime compensation.
- B.** Therefore, sergeants will still be considered "exempt" for purposes of accumulation of PFT hours as outlined in the Meet & Confer Agreement.
- C.** The Meet & Confer Agreement (including the number of hours earned by each officer) will not be affected or modified in any way by the implementation of the new FLSA regulations, and will still be held to be a modification of §142.0017, TLGC.

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 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 paid overtime at the officer's election in either cash and/or compensatory time.
 - B. A non-exempt officer, if qualified, may volunteer to work overtime at straight time (as assignment pay) and/or compensatory time at the officer's election in either cash and/or compensatory time.

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, Section 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. Compensatory time paid under this provision will be paid at straight time (base and longevity only) as an assignment pay only.
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) as an assignment pay; 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 the shift commander. 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 the FY 2003 level (minimum one million dollars) with no mandatory increase for the following fiscal years.
6. Officers participating in the PDP 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 establish a convalescent leave pool with an initial balance of 5000 hours.
- 2.** Any 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 City'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 FITNESS & TRAINING (PFT)

- 1.** As an incentive to encourage maximum participation in the Department's Fitness and Training Programs, all PO's and SPO's shall receive 160 hours of PFT per benefit year. All Sergeants and above shall receive 80 hours of PFT per benefit year.

- A. The PFT 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 PFT hours after the beginning of a benefit year shall receive a proportional number of PFT hours for the remaining months in the benefit year.
- 2. All PFT 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 ninety days before the end of the benefit year in which the PFT Hours were received.
 - B. If the officer timely requested PFT Hours to prevent a 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 PFT Hours they were not allowed to utilize by the Department.
- 3. PFT Hours shall be utilized in the same manner authorized herein. Officers (whether exempt or non-exempt) shall be allowed to use PFT Hours to:
 - A. Complete a maximum of one day of continuing education training that may be required by the Department each calendar year, except for approved TCLEOSE Internet continuing education training, at an HPD facility or designated location.
 - 1) This in-service day may be done off-duty as long as the officer does not violate the Department's daily and weekly maximum work hour limits established by the department.
 - B. Practice and qualify with their firearm annually;
 - C. Meet minimum TCLEOSE training requirements;
 - D. Take the Physical Agility Test;
 - E. Take the Physical Fitness Evaluation; and/or
 - F. Perform Police Memorial Duty.
 - G. The foregoing tasks may be completed either off-duty or by burning PFT hours.
- 4. PFT Hours shall have no cash value on termination and it shall not be counted as time worked for purposes of non-exempt employees voluntarily working Strategic Officer Staffing Program assignments nor shall they be usable in the Phase Down Program (PDP) until January 1, 2004.
- 5. Under no circumstances will an officer be entitled to worker's compensation coverage for injuries suffered while on PFT Hours except as to the following activities:
 - A. participating in firearms qualification, practice, training; and/or,

- B.** the Physical Agility Test of the Physical Fitness Evaluation at an HPD authorized location.
- 6.** All officers sworn after the ratification date of this Agreement shall be required to adhere to the below listed terms in order to qualify for PFT as described below:
 - A.** All officers sworn after ratification of this Agreement shall receive PFT at the rates specified above so long as the officer takes and passes the annual Physical Agility Test as developed and approved by the LRC.
 - 1)** If the LRC does not have a PAT developed by 12/31/2011, those officers required to take and pass a PAT in order to receive their PFT hours will instead take and be required to pass the PAT already listed in this Agreement in order to receive their PFT hours.
 - B.** All officers sworn after July 1st, 2013, shall receive only five (5) PFT days per benefit year and continue to be required to take and pass the PAT referenced above. These officers will not be required to utilize PFT hours for mandatory in-service training or qualifying, i.e. such functions to be performed on duty time.
 - C.** All officers sworn prior to the ratification of this Agreement will be governed by the terms previously established in the 2001 Agreement, as amended.

ARTICLE 41: PHYSICAL FITNESS & AGILITY PROGRAM

- 1.** Physical Fitness Evaluation
 - A.** Officers covered by this Agreement may participate in a Physical Fitness Evaluation (PFE). Officers may utilize their own personal physicians or Academy staff to have their cholesterol, blood pressure, heart rate, and body weight checked.
 - B.** Any documents or test results associated with the PFE shall be the express property of the individual officer who is voluntarily participating in the program. Under no circumstance shall any person be allowed to review, possess, or utilize in any manner, any medical information or test results obtained through an officer's participation in the PFE.
- 2.** Physical Agility Test
 - A.** Officers covered by this Agreement, except for those in Phase Down, shall 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 (PATB):
 - 1)** 1.5 mile run - To be completed in a maximum time of 17:00 minutes
 - 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
- 5) Alternate test B Bench Press a minimum of .63 of body weight
- 6) Vertical Jump of 18.5 inches
- 7) 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. Officers who complete the annual PAT listed above, or a new PAT as developed and approved by the LRC, and who meet the minimum passing requirements, and complete the PFE shall receive eight (8) hours of PFT, to be awarded and utilized in the next benefit year.
- E. Officers while participating in the Physical Agility Test Program 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.

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

- 1. Each classified officer, regardless of rank or assignment will be responsible for volunteering and actually working one 4-hour shift in an off-duty capacity in uniform at the Police Memorial during a time period to be designated on a rotational master schedule.
- 2. The LRC will be responsible for conducting a staff analysis, and based upon that analysis, developing a rotating master schedule of at least two years in duration. This master schedule will designate the time period during which at least one division will be responsible for providing security at the Memorial.
- 3. Each officer will sign up during the time period his or her division is assigned security duties.

4. Issues regarding Police Memorial Duty will not be subject to the grievance process. Any officer who feels aggrieved regarding any issue concerning Police Memorial Duty may address his or her concerns in writing through the chain of command to the Chief of Police.

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 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.
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 after July 1st, 2011, shall be entitled to active officers insurance rates as specified below:
 - A. For FY 2012, officers entering phase down shall be entitled to pay active employee insurance rates for up to six (6) years.
 - B. For FY 2013, officers entering phase down shall be entitled to pay active employee insurance rates for up to five (5) years.
 - C. For FY 2014, officers entering phase down shall be entitled to pay active employee insurance rates for up to five (5) years.
 - D. For FY 2015, officers entering phase down shall be entitled to pay active employee insurance rates for up to four (4) years.
 - E. For FY 2016, officers entering phase down shall be entitled to pay active employee insurance rates for up to four (4) years.
4. The calculation of the years shall commence from the officer's actual date of entry into phase down.
5. Officers who have entered phase down or will enter 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 previous meet and confer agreement.
6. During the period of time an officer is participating in Phase Down Program Option A or Option B, the officer is considered actively employed by the City of Houston Police Department as a police officer.
7. The officer's Leave Bank shall be valued and paid on their final full pay period immediately before entering the PDP for Option A, B, and C only.
8. 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.

9. During the time an officer is participating in Phase Down, the officer shall not accrue PTO leave
10. 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.
11. 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.
12. The leave in an officer's Phase Down bank shall be utilized in accordance with the accounting principle of "first in - first out". The exception is the 75% of up to 1040 hours in an officer's No Value Leave (NVL) bank shall not be utilized unless the officer is suffering a long-term disability and has exhausted all other leave and the incident which caused the long-term disability was not a work related incident for which the officer would or is receiving workers compensation benefits.
 - A. Except that for officers entering phase down after the ratification date of this Agreement will be entitled to utilize a portion of the hours listed above in the following manner:
 - 1) All officers with less than fifteen years of service (sworn date) will be entitled to use up to 150 hours of NVL time in phase down.
 - 2) All officers with fifteen years of service (sworn date) or more, but less than twenty years of service (sworn date), will be entitled to use up to 250 hours of NVL time in phase down.
 - 3) All officers with twenty years or more of service (sworn date) will be entitled to use up to 150 hours of NVL time in phase down.
13. 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 Human Resources Division in accordance with Departmental policy in effect 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. Officers participating in the PDP are not allowed to work any HPD SOSP programs without the prior written approval of the Chief of Police.

- 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;
 - 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 chose 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.
14. 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.
15. Officers will be compensated at straight time (base pay and longevity pay only) in one-half hour (1/2 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.
16. 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.
17. An officer participating in either Phase Down Options A or B who assumes and

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 come first.

18. The value of the Phase Down bank, or the deferred Cash-Out Option will be determined based upon the value at which it was accrued.
19. There is no recalculation or re-evaluation of an officer's Phase Down bank when changing from one Phase Down Option to another or changing to the Deferred Cash-Out Option, regardless of the reasons for change.
20. **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
Captain, 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, captain or assistant chief within the last 10 days of the phase down period

December Priority Period:

Assistant Chief or above	1 or less
Captain, 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, captain 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 an officer may work overtime but will be paid for longevity and base pay only and at one half hour increments.
- H.** An officer or senior police officer may withdraw from Option A and return to active duty employment as an officer or senior police officer prior to the effective starting date of participation in PDP. However, a sergeant or above may only withdraw from Option A if a vacancy exists but must accept a voluntary demotion to officer or senior police officer with no right of appeal. Once an officer commences participation in PDP, he may not return to active duty employment.
- I.** An officer may withdraw from Option A and elect to participate in DCO at anytime. In the event an officer accepts an offer of civil emolument, he may elect to participate in DCO or Option C at his discretion. There will be no lump sum payout.

- J. Officers are required to complete their annual firearms qualification and 40 hours of TCLEOSE required training per bi-annum to include any mandatory TCLEOSE classes.
- K. 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.
- L. 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.
 - 1) In the event an officer who is in Phase Down 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 contract grievances. The decision of the arbitrator shall be limited to upholding the Chief of Police's decision to revoke the officer's participation in Phase Down or returning the officer to Phase Down. The Department shall have the burden of proof by a preponderance of the evidence.
 - 2) In order to appeal such a decision by the Chief of Police, the officer shall 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.
 - 3) 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. 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. The decision of the arbitrator is final and binding on the parties. Costs shall be divided equally between the Department and the appealing officer.
- M. If an officer in Phase Down 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. 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. 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.

There shall be no salary continuation benefits, as provided for by §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.

- N.** Officers in Phase Down must obtain sufficient in-service training to comply with training standards as promulgated by the Texas Commission on Law Enforcement Standards and Education (TCLEOSE).
- 1)** 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 TCLEOSE training at the Academy. Training availability shall be posted on the Department's Web site. An officer may also elect to obtain the required TCLEOSE training at the officer's expense from another source.
 - 2)** If the Department requires an officer in Phase Down to attend an in-service course other than those required by TCLEOSE, 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.
 - 3)** 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. 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 Training Records Section. Such information shall be forwarded in such form as required by the Houston Police Department Training Records Section in order that the training and qualification information may be forwarded to TCLEOSE.
 - 4)** 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.
- O.** 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.

21. 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
Captain, 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, captain or assistant chief within the last 10 days of the phase down period

December Priority Period:

Assistant Chief or above	3 or less
Captain, 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, captain or assistant chief within the last 10 days of the phase down period

B. Eligibility for participation in Option B is as follows:

- 1)** The officer must have met or exceeded the Standards of Productivity set for his Division, Unit or work assignment. If the officer works in a division/unit where no Standards of Performance have been assigned, there must be submitted a letter from his Division Commander or higher ranking officer in his chain of command, along with the supporting documentation, stating that the officer has performed in accordance with departmental policies, goals and expectations.
- 2)** Any officer who has been excluded from participation in Option B under the criteria listed in (a) above will have the right to appeal that decision to the Labor Relations Committee (LRC).
 - i.** The LRC will have the authority to hear all evidence and/or material relevant to the matter and make a determination as to whether or not the officer met or exceeded the Standards of Productivity, or should have been granted a letter of recommendation from the Division Commander based upon supporting documentation.
 - ii.** If the LRC concludes that the officer met or exceeded the Standards of Productivity, or should have been issued a letter of recommendation based upon the supporting documentation, the officer will be allowed to enter Option B. If the LRC concludes that the officer failed to meet or exceed the Standards of Productivity, or that the supporting documentation does not support a letter of recommendation from the Division Commander, the decision to exclude the officer from participation from Option B will be upheld.
 - iii.** This appeal process does not apply to the rank of Assistant Chief and higher. For such ranks, the decision of the Chief of Police is final. In the event the LRC reaches an impasse regarding the inclusion/exclusion of an officer's participation in Option B, the matter will be referred to an Independent Hearing Examiner (IHE).
 - iv.** The IHE will have the authority to reveal all materials and evidence presented to and reviewed by the LRC. The IHE shall issue a ruling based upon his/her review of the materials and evidence concerning whether or not the officer failed to meet or exceed the Standards of Productivity, or whether a letter of recommendation should have been issued in the absence of such standards.
 - v.** The ruling of the IHE is final. Costs for the IHE shall be divided evenly between the City of Houston and the MBA.

- 3) Within 60 days of the date of ratification, the LRC will establish written procedures by which the appeal process listed above will be conducted. These procedures will include, among other things, the burden and standard of proof, the vote necessary to support or overturn a decision by the department and the result of an impasse.
- C. 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) officers who begin participation in Option B, and who have not switched from another plan will receive all subsequent bi-weekly base pay increases scheduled to take effect during that same fiscal year. Such pay increases, regardless of the date scheduled to take effect during that fiscal year, will appear on the last full pay check prior to the first day the officer begins participation in Option B;
 - 4) 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. This increase in the number of extra employment hours, and/or approved SOSP hours allowed for each week as applicable only to officers participating in Option B. All officers participating in Option B are responsible for compliance with all other provision of the department's extra employment policy and policy 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;
 - 5) 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. And officer shall receive one (1) processing day.
 - 6) 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;
 - 7) If a person of the rank of police officer or senior police officer wishes to withdraw from participation in Option 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 (Note: current law for an HPOPS member is that he is locked in at the rate he entered DROP);

- 8) If a person of the rank of Sergeant or higher wishes to withdraw his election to participate or his participation in Option B and remain/return to active service, the supervisor must submit a written request to the Chief of Police.
 - i. 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.
 - ii. 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 (Note: current law for an HPOPS member is that he is locked in at the rate he entered DROP);
- 9) A person withdrawing his election to participate in Option B, or returning from participating in Option B will not be eligible to take a promotion exam for 2 years from date of his withdrawal of election/participation;
- 10) Seniority earned while participating in Option B will be a one-half (1/2) the rate earned by an active employee;
- 11) 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;
- 12) An officer participating in Option B shall retain the ability to work extra employment and retain the protections and safe guards contained in the Phase Down Program;
- 13) The Chief of Police retains the right to revoke an officer's participation in Option B in like manner to and in accordance with provisions articulated in this Meet & Confer Agreement, and;
- 14) 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.

- D.** 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.
- 1) In the event an officer who is in Phase Down 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 contract grievances. The decision of the arbitrator shall be limited to upholding the Chief of Police's decision to revoke the officer's participation in Phase Down or returning the officer to Phase Down. The Department shall have the burden of proof by a preponderance of the evidence.
 - 2) In order to appeal such a decision by the Chief of Police, the officer shall 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.
 - 3) 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.
 - i. 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.
 - ii. The decision of the arbitrator is final and binding on the parties. Costs shall be divided equally between the Department and the appealing officer.
- E.** If an officer in Phase Down 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.

F. Officers in Phase Down must obtain sufficient in-service training to comply with training standards as promulgated by the Texas Commission on Law Enforcement Standards and Education (TCLEOSE).

- 1) 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 TCLEOSE training at the Academy. Training availability shall be posted on the Department's Web site. An officer may also elect to obtain the required TCLEOSE training at the officer's expense from another source.
- 2) If the Department requires an officer in Phase Down to attend an in-service course other than those required by TCLEOSE, the time spent by the officer at the mandatory training shall not be deducted from the officer's Phase Down bank.
 - i. 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. 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.
- 3) 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 Training Records Section. Such information shall be forwarded in such form as required by the Houston Police Department Training Records Section in order that the training and qualification information may be forwarded to TCLEOSE.
- 4) 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.

G. 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.

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 in (c) above, shall be paid at the rate of forty (40) hour per two week pay period;
 - 4)** officers who begin participation in Option C will receive all subsequent bi-weekly base pay increases scheduled to take effect during that same fiscal year. Such pay increases, regardless of the date scheduled to take effect during that fiscal year will appear on the last full paycheck prior to the first day the officer begins participation in Option C;
 - 5)** 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 TCLEOSE of the officer's change in status upon his entry in Option C;
 - 6)** 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,
 - 7)** 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.
 - i.** 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 (c) below has been calculated, then an amortization schedule will be developed and 130 equal bi-weekly payments of principle and interest shall be paid to the office over a period of five (5) 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%;
 - 4)** An officer will be considered retired.
- C.** 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 in a Lump Sum Pay-Out Option as described below.
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;
 - 6) For any funds unable to be paid the employer into either a HPOPS, DROP/PROP Account, a 457, or 457b account described in the Deferred Cash-Out Option/Rollover Election provisions of this agreement.

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.

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 this _____ day of _____, 2011, 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

First Vice President

Second Vice President

Secretary

CITY OF HOUSTON, TEXAS

Mayor

City Controller

City Attorney

Chief of Police

City Secretary

**POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)**

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

City of Houston
Fiscal Years 2011 and 2012

No. of Classification	Base Pay (Biweekly)						
GRADE I (Vacant)							
GRADE II							
Police Officer, Probationary	1,083.43						
	<u>Years of Service Beginning</u>						
GRADE III	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd & 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year & Over</u>
Police Officer	1,514.40	1,578.39	1,661.06	1,764.63	1,830.59	1,933.35	2,103.65
GRADE IV	<u>16th Year & Under</u>	<u>17th Year & Over</u>					
Senior Police Officer	2,148.84	2,322.13					
GRADE V (Vacant)							
GRADE VI	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Sergeant	2,597.42	2,686.81	2,831.93				
GRADE VII	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Lieutenant	2,915.67	3,016.50	3,178.52				
GRADE VIII (Vacant)							
GRADE IX	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Captain	3,338.90	3,541.75	3,641.23				
GRADE X (Vacant)							
GRADE XI (Vacant)							
	<u>Years in Grade Beginning</u>						
GRADE XII	<u>1st & 2nd Year</u>	<u>3rd - 5th Year</u>	<u>6th Year & Over</u>				
Assistant Chief	4,685.37	4,801.76	4,920.89				
GRADE XIII	<u>1st & 2nd Year</u>	<u>3rd - 5th Year</u>	<u>6th Year & Over</u>				
Executive Asst Chief	5,412.98	5,548.29	5,687.01				

**POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)**

**CIVIL SERVICE CLASS B
TECHNICAL CLASS-POLICE SERVICE**

<u>No. of Classification</u>	<u>Base Pay (Biweekly)</u>						
	<u>Years of Service Beginning</u>						
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd & 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year & Over</u>
GRADE III							
Identification Officer	1,514.40	1,578.39	1,661.06	1,764.63	1,830.59	1,933.35	2,103.65
GRADE IV							
Master Identification Officer	2,148.84	2,322.13					
GRADE VI							
Senior Identification Officer	2,597.42	2,686.81	2,831.93				
GRADE VII							
Deputy Administrator, Identification Division	2,915.67	3,016.50	3,178.52				
GRADE VIII							
Assistant Chemist-Toxicologist	3,307.48	3,422.06	3,606.83				
GRADE X							
Administrator, Identification Division	3,601.24	3,725.89	3,927.39				

**CIVIL SERVICE CLASS C
COMMUNICATIONS CLASS-POLICE SERVICE**

<u>No. of Classification</u>	<u>Base Pay (Biweekly)</u>			
	<u>Years of Service Beginning</u>			
	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>	
GRADE VI				
Police Communications Specialist I	2,597.42	2,686.81	2,831.93	
GRADE VII				
Police Communications Specialist II	2,915.67	3,016.50	3,178.52	
GRADE VIII				
Police Communications Specialist III	3,307.48	3,422.06	3,606.83	
GRADE X				
Administrator of Communications	3,601.24	3,725.89	3,927.39	

CIVIL SERVICE CLASS A
UNIFORMED CLASS-POLICE SERVICECity of Houston
Fiscal Year 2013

No. of

Classification

Base Pay (Biweekly)

GRADE I (Vacant)

GRADE II

Police Officer, Probationary

1,083.43

Years of Service Beginning

GRADE III	1st Year	2nd Year	3rd & 4th Year	5th Year	6th Year	7th - 9th Year	10th Year & Over
Police Officer	1,559.83	1,625.74	1,710.89	1,817.57	1,885.51	1,991.35	2,166.76

GRADE IV

Senior Police Officer

16th Year & Under	17th Year & Over
2,213.31	2,391.79

GRADE V (Vacant)

GRADE VI

Sergeant

3rd - 9th Year	10th - 16th Year	17th Year & Over
2,675.34	2,767.41	2,916.89

GRADE VII

Lieutenant

5th - 9th Year	10th - 16th Year	17th Year & Over
3,003.14	3,107.00	3,273.88

GRADE VIII (Vacant)

GRADE IX

Captain

7th - 9th Year	10th - 16th Year	17th Year & Over
3,439.07	3,648.00	3,750.47

GRADE X (Vacant)

GRADE XI (Vacant)

Years in Grade Beginning

GRADE XII

Assistant Chief

1st & 2nd Year	3rd - 5th Year	6th Year & Over
4,825.93	4,945.81	5,068.52

GRADE XIII

Executive Asst Chief

1st & 2nd Year	3rd - 5th Year	6th Year & Over
5,575.37	5,714.74	5,857.62

CIVIL SERVICE CLASS B
TECHNICAL CLASS-POLICE SERVICE

No. of

**POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)**

Exhibit A

<u>Classification</u>	<u>Base Pay (Biweekly)</u>						
	<u>Years of Service Beginning</u>						
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd & 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year & Over</u>
GRADE III							
Identification Officer	1,514.40	1,578.39	1,661.06	1,764.63	1,830.59	1,933.35	2,103.65
GRADE IV							
Master Identification Officer	2,148.84	2,322.13					
GRADE VI							
Senior Identification Officer	2,597.42	2,686.81	2,831.93				
GRADE VII							
Deputy Administrator, Identification Division	2,915.67	3,016.50	3,178.52				
GRADE VIII							
Assistant Chemist-Toxicologist	3,307.48	3,422.06	3,606.83				
GRADE X							
Administrator, Identification Division	3,601.24	3,725.89	3,927.39				

**CIVIL SERVICE CLASS C
COMMUNICATIONS CLASS-POLICE SERVICE**

<u>No. of Classification</u>	<u>Base Pay (Biweekly)</u>		
	<u>Years of Service Beginning</u>		
	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
GRADE VI			
Police Communications Specialist I	2,675.34	2,767.41	2,916.89
GRADE VII			
Police Communications Specialist II	3,003.14	3,107.00	3,273.88
GRADE VIII			
Police Communications Specialist III	3,406.70	3,524.72	3,715.03
GRADE X			
Administrator of Communications	3,709.28	3,837.67	4,045.21

POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)**CIVIL SERVICE CLASS A**
UNIFORMED CLASS-POLICE SERVICECity of Houston
Fiscal Year 2014

No. of Classification	Base Pay (Biweekly)
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GRADE I (Vacant)

GRADE II

Police Officer, Probationary	1,083.43
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Years of Service Beginning

GRADE III	1st Year	2nd Year	3rd & 4th Year	5th Year	6th Year	7th - 9th Year	10th Year & Over
Police Officer	1,606.62	1,674.51	1,762.22	1,872.10	1,942.08	2,051.09	2,231.76

GRADE IV

	16th Year & Under	17th Year & Over
Senior Police Officer	2,279.71	2,463.54

GRADE V (Vacant)

GRADE VI	3rd - 9th Year	10th - 16th Year	17th Year & Over
Sergeant	2,755.60	2,850.43	3,004.40

GRADE VII	5th - 9th Year	10th - 16th Year	17th Year & Over
Lieutenant	3,093.23	3,200.21	3,372.10

GRADE VIII (Vacant)

GRADE IX	7th - 9th Year	10th - 16th Year	17th Year & Over
Captain	3,542.24	3,757.44	3,862.98

GRADE X (Vacant)

GRADE XI (Vacant)

Years in Grade Beginning

GRADE XII	1st & 2nd Year	3rd - 5th Year	6th Year & Over
Assistant Chief	4,970.71	5,094.18	5,220.58

GRADE XIII	1st & 2nd Year	3rd - 5th Year	6th Year & Over
Executive Asst Chief	5,742.63	5,886.18	6,033.35

CIVIL SERVICE CLASS B
TECHNICAL CLASS-POLICE SERVICE

No. of Classification	Base Pay (Biweekly)
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POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)

Exhibit A

	<u>Years of Service Beginning</u>						
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd & 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year & Over</u>
GRADE III							
Identification Officer	1,514.40	1,578.39	1,661.06	1,764.63	1,830.59	1,933.35	2,103.65
GRADE IV							
	<u>16th Year & Under</u>	<u>17th Year & Over</u>					
Master Identification Officer	2,148.84	2,322.13					
GRADE VI							
	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Senior Identification Officer	2,597.42	2,686.81	2,831.93				
GRADE VII							
	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Deputy Administrator, Identification Division	2,915.67	3,016.50	3,178.52				
GRADE VIII							
	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Assistant Chemist-Toxicologist	3,307.48	3,422.06	3,606.83				
GRADE X							
	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
Administrator, Identification Division	3,601.24	3,725.89	3,927.39				

CIVIL SERVICE CLASS C
COMMUNICATIONS CLASS-POLICE SERVICE

<u>No. of Classification</u>	<u>Base Pay (Biweekly)</u>		
	<u>Years of Service Beginning</u>		
GRADE VI	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Police Communications Specialist I	2,755.60	2,850.43	3,004.40
GRADE VII	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Police Communications Specialist II	3,093.23	3,200.21	3,372.10
GRADE VIII	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Police Communications Specialist III	3,508.90	3,630.46	3,826.48
GRADE X	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Administrator of Communications	3,820.56	3,952.80	4,166.57

POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)

Exhibit A

CIVIL SERVICE CLASS A
UNIFORMED CLASS-POLICE SERVICECity of Houston
Fiscal Year 2015No. of
Classification

Base Pay (Biweekly)

GRADE I (Vacant)

GRADE II

Police Officer, Probationary 1,083.43

Years of Service Beginning

GRADE III	1st Year	2nd Year	3rd & 4th Year	5th Year	6th Year	7th - 9th Year	10th Year & Over
Police Officer	1,670.88	1,741.49	1,832.71	1,946.98	2,019.76	2,133.13	2,321.03

GRADE IV

	16th Year & Under	17th Year & Over
Senior Police Officer	2,370.90	2,562.08

GRADE V (Vacant)

GRADE VI	3rd - 9th Year	10th - 16th Year	17th Year & Over
Sergeant	2,865.82	2,964.45	3,124.58

GRADE VII	5th - 9th Year	10th - 16th Year	17th Year & Over
Lieutenant	3,216.96	3,328.22	3,506.98

GRADE VIII (Vacant)

GRADE IX	7th - 9th Year	10th - 16th Year	17th Year & Over
Captain	3,683.93	3,907.74	4,017.50

GRADE X (Vacant)

GRADE XI (Vacant)

Years in Grade Beginning

GRADE XII	1st & 2nd Year	3rd - 5th Year	6th Year & Over
Assistant Chief	5,169.54	5,297.95	5,429.40

GRADE XIII	1st & 2nd Year	3rd - 5th Year	6th Year & Over
Executive Asst Chief	5,972.34	6,121.63	6,274.68

CIVIL SERVICE CLASS B
TECHNICAL CLASS-POLICE SERVICENo. of
Classification

Base Pay (Biweekly)

**POLICE DEPARTMENT ORDINANCE
(CLASSIFIED)**

Exhibit A

<u>Years of Service Beginning</u>							
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd & 4th Year</u>	<u>5th Year</u>	<u>6th Year</u>	<u>7th - 9th Year</u>	<u>10th Year & Over</u>
GRADE III							
Identification Officer	1,514.40	1,578.39	1,661.06	1,764.63	1,830.59	1,933.35	2,103.65
GRADE IV							
Master Identification Officer	<u>16th Year & Under</u>	<u>17th Year & Over</u>					
	2,148.84	2,322.13					
GRADE VI							
Senior Identification Officer	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
	2,597.42	2,686.81	2,831.93				
GRADE VII							
Deputy Administrator, Identification Division	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
	2,915.67	3,016.50	3,178.52				
GRADE VIII							
Assistant Chemist-Toxicologist	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
	3,307.48	3,422.06	3,606.83				
GRADE X							
Administrator, Identification Division	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>				
	3,601.24	3,725.89	3,927.39				

**CIVIL SERVICE CLASS C
COMMUNICATIONS CLASS-POLICE SERVICE**

<u>No. of Classification</u>	<u>Base Pay (Biweekly)</u>		
	<u>Years of Service Beginning</u>		
GRADE VI	<u>3rd - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Police Communications Specialist I	2,865.82	2,964.45	3,124.58
GRADE VII	<u>5th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Police Communications Specialist II	3,216.96	3,328.22	3,506.98
GRADE VIII	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Police Communications Specialist III	3,649.26	3,775.68	3,979.54
GRADE X	<u>7th - 9th Year</u>	<u>10th - 16th Year</u>	<u>17th Year & Over</u>
Administrator of Communications	3,973.38	4,110.91	4,333.23

Exhibit B
HPD CLASSIFIED PAID TIME OFF (PTO) PROGRAM
PROGRAM DESCRIPTION

- A. PTO will replace current MSP and CSL Sick Leave and Vacation Plans
- B. PTO will become effective September 1, 2001.
- C. Program Initialization
 - 1. Officer currently in CSL Plan
 - a. Will receive an initial balance based on the number of hours in his/hr CSL balance plus any matching hours to which entitled September 1, 2001. Balance will be available after year-end processing, which is done the first full pay period commencing in October.
 - b. CSL hours will be distributed as follows:

CSL Frozen Balance which will include 25% of CSL hours up to and including 1,040 hours, plus all hours over 1,040. Value will be 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) not included in the CSL Frozen Balance. These hours will 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 currently in MSP Plan
 - a. Value of MSP hours for Benefit Year 2001 will be frozen. All MSP balances will remain, unchanged.
 - 3. All Officers
 - a. Vacation hours will assigned a frozen value of average rate of pay (Base + Longevity) for 60 days prior to September 1, 2001. If the Officer has received a higher average rate of pay for a different 60 day period, that rate will be used.

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

D. New Employees

1. New employees will participate in the current CSL plan during Trainee (cadet) and Probationary periods.
2. Upon completion of Probationary period, matching hours and personal leave days will be accrued based on 1-year period immediately preceding first date as an Officer. [Although employees will be in CSL one year or more, they will not be in the plan a full Benefit Year, so will not be eligible to receive either accrual in normal year-end processing.]
3. Upon completion of Probationary period, employee CSL balances will be frozen as above (25% of hours times rate). Vacation balance will also be frozen.
4. PTO Accruals for a new employee will begin on the day he/she gets off probation.

E. Accruals

1. Accruals will be biweekly. Accrual per day period will be determined by Central Payroll

2. Rate of Accrual

<u>Years of Service</u>	<u>Hours Accrued per Benefit Year</u>
Up to 5 th year	120 hours
5 th – 9 th years	160 hours
10 th – 14 th years	200 hours
15 th year	240 hours
16 th year and over	8 additional hours for each year to a maximum of 320 hours per year

3. Years of service for PTO are calculated from Compensation (CD) Date.
4. Accruals are per pay period, as shown, regardless of the number of hours in an Officer's work day.
5. At the end of the leave year, no later than the 1st 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].

6. HOWEVER, if an Officer's Leave Balance (MSP+CSL+Vacation+PTO) exceeds 5,000 hours, the accrual for the year being valued will be limited to (120 hours). For an Officer with a balance over 5,000 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.

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). Only after all frozen, valued accruals have been exhausted will usage be taken from any LTD balance.

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 10th 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

Though

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 2011 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		

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 ≤ 90° 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

HOUSTON POLICE DEPARTMENT PHASE DOWN PROGRAM OPTIONS
(Exhibit D to 2011 Meet & Confer Agreement)

OPTIONS	OPTION A	OPTION B	OPTION C	DEFERRED CASH OUT
Sign Up Period:	Priority Election Periods: June 1 – 20 and December 1 – 20, Daily sign up after that	Priority Election Periods: June 1 – 20 and December 1 – 20, Daily sign up after that. Submit Productivity Letter from Division.	Priority Election Periods only: June 1 – 20 and December 1 – 20 Daily sign up after that.	Anytime
Number of Participants:	June – (37) and Dec – (38) *See Article 44 of 2011 Meet & Confer for numbers, department seniority.	June – (75) and Dec – (75) By department seniority, not including employees switching from another option.	June – (37) and Dec – (37) All ranks, by department seniority. Not including employees switching from another option.	Unlimited
Considered Active:	Yes	Yes	No	No
Salary Amount:	Base, Longevity, Training, and Education @ 80 hours Current value paid biweekly.	Base, Longevity, Training, And Education @ 40 hours Current value paid biweekly	Base and Longevity only, @ 40 hours current value paid biweekly.	Valued at accrued rate, plus interest as defined. Paid over 130 equal biweekly payments. Interest: 5 year T-Bill Plus 1 %
Eligible for Pay Increases:	No	Yes, based upon pay increase for that fiscal year, last full paycheck prior to beginning Option B. Not included if switched from another option.	Yes, based upon pay increase for that fiscal year, last full paycheck prior to beginning Option C. Not included if switched from another option.	No
Work Extra Jobs/ SOSP:	Yes, 40 hours per week max.	Yes, 60 hours per week max.	No	No
Holidays:	Yes, One for One	Yes, One Half for One	No	No
Health Insurance:	*See Articles 38 & 44 of 2011 Meet & Confer	*See Articles 38 & 44 of 2011 Meet & Confer	*See Articles 38 & 44 of 2011 Meet & Confer	*See Articles 38 & 44 of 2011 Meet & Confer
OT Compensation:	Yes, Base and Longevity only, ½ hour increments, with COP approval.	Yes, Base and Longevity only, ½ hour increments, with COP approval.	No	No
Irrevocable Conditions:	Yes, PO and Sr. PO will continue employment as PO or Sr. PO. Sgt. and Above will continue employment as PO or Sr. PO, if qualified and vacancy exist. Voluntary demotion with no appeal.	Yes, PO and Sr. PO will continue employment as PO or Sr. PO. Sgt. and Above will continue employment as PO or Sr. PO, if qualified and vacancy exist. Voluntary demotion with no appeal.	Yes, PO and Sr. PO will continue employment as PO or Sr. PO. Sgt. and Above will continue employment as PO or Sr. PO, if qualified and vacancy exist. Voluntary demotion with no appeal.	No
Switching Conditions:	Yes, Deferred Cash Out anytime. Yes, Opt C, or DCO if office of civil enrolment; No Lump Sum Payment.	Yes, To Option C or Deferred Cash Out. Yes, Opt C, or DCO if office of civil enrolment; No Lump Sum Payment.	Yes, Deferred Cash Out Only. No Lump Sum Payment except payout for AOT.	No Receive payout for AOT
Return to Active Duty Conditions:	No	Yes, COP Approval, no break in service. PO and Sr. PO return to active duty. Sgt. and above will return to active duty as PO or Sr. PO if vacancy exists. Anyone returning, not eligible to take promotion test for two years.	No, considered retired and TCLEOSE will be notified of your status change.	No
TCLEOSE Training Requirements:	Annual firearm qualification. 40 Hours of training during the 2-year TCLEOSE Training Cycle, including any TCLEOSE mandatory.	Annual firearm qualification. 40 Hours of training during the 2-yr TCLEOSE Training Cycle, including any TCLEOSE mandatory.	No	No

* For complete details on Phase Down and other changes, please review the relevant Articles in the Meet & Confer Agreement, which shall control over this chart.