C77667
2018-0517

2018 MEET AND CONFER AGREEMENT

BY AND BETWEEN THE

HOUSTON ORGANIZATION OF PUBLIC EMPLOYEES

AS THE SOLE AND EXCLUSIVE

BARGAINING AGENT FOR AND ON BEHALF OF

MUNICIPAL EMPLOYEES

AND

THE CITY OF HOUSTON

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MEET AND CONFER This Agreement was negotiated pursuant to the meet and confer provisions of Chapter 146 of the Texas Local Government Code (TLGC).

PARTIES The parties to the Agreement are the Houston Organization of Public Employees (HOPE), an employee association and affiliate of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, as Sole and Exclusive Bargaining Agent for and on behalf of municipal employees of the City of Houston in the Bargaining Unit and the City of Houston (City), a home-rule municipality.

INTENT The City met and conferred with HOPE in order to recognize the positive roles of municipal employees, reflect the constructive influence employees can have on City government and acknowledge the critical roles that hard work, good faith, and commitment to public service play in the provision of City services as well as the effective and efficient administration of City departments. The parties demonstrated a mutual regard for achieving and maintaining harmonious working environments and relations, establishing expectations of performance and excellence, and developing standards for wages, hours, and other terms and conditions of employment for Bargaining Unit Members. This Agreement exemplifies the many efforts made to achieve positive results through many hours of discussion, collaboration and consideration that culminated in this Agreement to benefit municipal employees, the City, the taxpayers and the quality of life of all.

AUTHORITY Federal, state and local laws vest authority in the Mayor to administer, manage and set the direction for City-provided services with elected officials legislating and governing in support thereof. This Agreement abrogates none of this authority but recognizes that municipal employees can, do and should participate in their governance through participation, input, suggestion and recommendation.

EFFECTIVE DATE This Agreement, being made pursuant to Chapter 146 TLGC, shall become binding and enforceable upon the City, including its administrators, managers, supervisors and employees, and HOPE, and all municipal employees in the Bargaining Unit, only if ratified by a majority of HOPE members and adopted by the City through an ordinance. This Agreement becomes effective on the date the City Controller countersigns this Agreement after its adoption by an ordinance approving and authorizing this Agreement by the City Council.

Article 1 DEFINITIONS

1.01 Agreement

Agreement shall mean this meet and confer Agreement entered into by and between the City and HOPE.

1.02 Bargaining Unit / Member of (UM)

The Bargaining Unit consists of all municipal employees of the City other than department directors, elected officials, and classified members of the Police and Fire Departments subject to Chapter 143 TLGC.

1.03 Chapter 146

Chapter 146 shall mean Chapter 146 et seq. TLGC.

1.04 City

City shall mean the City of Houston, a home-rule municipality, including its agents, employees, City officials and elected officials.

1.05 City Business

City Business shall mean participation by City employees in official activities, events, functions or programs that benefit or advance the City's interests. All time spent in the official activity and reasonable travel time to and from such location are considered to be time spent in the furtherance of City Business and fully compensable.

1.06 **Department**

Department shall mean any of the departments of the City established by the City Council and includes divisions of the Mayor's Office.

1.07 **Department Director**

Department Director shall mean each person appointed or approved as a department director by the Mayor to assume the administrative duties of the various departments of the City. For the purposes of administering this Agreement, each person appointed by the Mayor as the director or head of the division of the Mayor's Office shall be considered a "department director." For purposes of Mayor and City Council offices, the Mayor shall be considered the Department Director.

1.08 **Department Labor Management Cooperation Council**

Department Labor Management Cooperation Council (DLMCC) shall mean the departmental advisory council, which must first be approved by the Mayor.

1.09 **HOPE**

HOPE shall mean the Houston Organization of Public Employees, an employee association within the meaning of Chapter 146 TLGC. HOPE offices are currently located at 1415 North Loop West, Mezzanine D, Houston, TX 77008.

1.10 **HOPE Member (Member)**

HOPE Member or Member shall mean a City employee who (1) has provided to the City a completed and executed HOPE membership designation and (2) pays HOPE dues through payroll deductions.

1.11 **HOPE Representative**

HOPE Representative shall mean a City employee who has been appointed or designated by HOPE to act in an official capacity or function as a representative of HOPE for a specified purpose or an employee of HOPE.

1.12 **HOPE's Executive Board**

HOPE's Executive Board shall mean a person elected, in compliance with HOPE's bylaws and/or governing rules and procedures, to serve in the capacity of President, Vice-President, Secretary, Treasurer, or a district representative for HOPE.

1.13 **Human Resources Director (HR Director)**

Human Resources Director (HR Director) shall mean the director of the Human Resources (HR) Department of the City who is responsible for the implementation of the terms and provisions of this Agreement and the support services for compliance with them. The term HR Director also includes any designee(s) of the HR Director.

1.14 **Labor Management Cooperation Council (LMCC)**

The Labor Management Cooperation Council shall mean an advisory council that meets on a regular basis to participate in a consultative process to review and discuss issues of mutual concern to the City and UMs.

1.15 **Mayor**

Mayor shall mean the duly elected Mayor of the City or his/her designee.

1.16 **Meet and Confer**

Meet and Confer shall mean the statutorily created authorization that allows the City to meet with a recognized sole and exclusive bargaining agent to confer about compensation, non-pension benefits, hours, and other terms and conditions of employment that affect UMs without a corresponding mandate that the parties agree to a contract or any terms.

1.17 **Sole and Exclusive Bargaining Agent (SEBA)**

Sole and Exclusive Bargaining Agent or SEBA shall mean HOPE, which the City has recognized based on a petition showing that more than 50% of the Bargaining Unit designated HOPE as their SEBA.

Article 2 RECOGNITION; NO STRIKE, NO CALL

The City recognizes HOPE as the SEBA on behalf of all Members of the Bargaining Unit. Texas state law prohibits public employees from striking and HOPE, as the SEBA, affirms that it does not advocate illegal strikes by municipal employees, that it will not call a strike, and that it will take reasonable steps to attempt to stop any unauthorized strike by Members of the Bargaining Unit.

Article 3 NON-DISCRIMINATION

The City and HOPE agree and affirm that neither will discriminate nor retaliate against UMs on the basis of race/color, religion, creed, national origin, sex/gender, age, disability, gender identity, sexual orientation, ethnicity, pregnancy, genetic information, or any other legally protected characteristic.

The City and HOPE further agree and affirm that neither will discriminate nor retaliate against any UM on the basis of (1) membership or non-membership in HOPE; and/or (2) participation or non-participation in HOPE activities.

Notwithstanding the above, HOPE may deny UMs who are not members of HOPE those rights, privileges and benefits HOPE accords to HOPE Members only, including but not limited to the right to vote for HOPE officers, the right to vote on ratification of this Agreement, and union benefit programs provided to HOPE Members.

Article 4 Labor Management Cooperation Council (LMCC)

4.01 Establishment of Council

The City and HOPE shall establish jointly an advisory council called the Labor Management Cooperation Council (LMCC), which shall be composed of ten (10) members that meet on a regular basis to participate in a consultative process to review and discuss issues of mutual concern to the City and UMs.

4.02 LMCC Representatives

Labor:

Within thirty (30) days following the effective date of this Agreement, HOPE will designate up to a maximum of five (5) HOPE LMCC representatives to serve as working members of the LMCC, one of whom shall be designated as the HOPE co-chair. HOPE LMCC representatives may, but need not, be City employees and may not exceed a maximum of five (5) members at any one time. HOPE representatives can be designated from time to time by HOPE to serve indefinite or specified periods of time. HOPE representatives that serve on the LMCC must possess the necessary authority to speak on behalf of HOPE. Time spent by HOPE-designated LMCC representatives at LMCC meetings and reasonable travel time, if necessary, shall be considered City Business if they are City employees without deductions of time from the HOPE Leave Pool.

Management:

Within thirty (30) days following the effective date of this Agreement, the City will designate up to a maximum of five (5) representatives to serve as the working members

of the LMCC. The HR Director shall be designated as the City co-chair. The remaining City representatives shall include the City Attorney or his/her designee and three department directors. The City representatives can be designated from time to time by the City to serve indefinite or specified periods of time, and may not exceed a maximum of five (5) members at any one time.

4.03 **Duties of the LMCC**

The LMCC shall operate as a joint labor-management body tasked with engaging in discussion, information sharing, and consultation about issues relevant to the relationship between the City and HOPE in an effort to enhance labor relations and increase quality of service to the citizens of the City of Houston. Matters addressed may include, but are not limited to, problem solving, business challenges, issues affecting productivity and efficiency (including the feasibility of gain sharing programs), labor conditions, as well as issues of contract administration. The LMCC shall be empowered to discuss and evaluate such matters and the co-chairs may make joint recommendations to the Mayor.

4.04 **Meetings**

LMCC shall be scheduled to meet on a quarterly basis. More frequent or specially-called meetings may be scheduled by the HR Director, if needed, or requested in advance. The HR Department will provide logistical, administrative, and clerical support for the LMCC meetings.

The co-chairs shall rotate presiding over meetings of the LMCC in alternating meeting rotation. Either co-chair may designate another member of the LMCC to serve as co-chair in his or her absence.

4.04.01 **Quorum**

Three members from Labor and three members of Management shall constitute a quorum to participate in the consultative process to review and discuss issues of mutual concern to the City and UMs. A meeting shall be adjourned in the absence of a quorum and a special meeting shall be scheduled as soon as practical, but no later than 21 calendar days of the originally scheduled LMCC meeting.

4.04.02 **Closed Meetings**

All meetings of the LMCC are informal and not open to the public or subject to Texas Open Meetings requirements. No formal minutes are required. Informal notes may be taken at each meeting to record assignments, work in progress, issue development, etc. All notes and documents made a part of the meetings are subject to public disclosure unless excepted from disclosure under the Texas Public Information Act.

4.04.03 **Observers**

Members of the LMCC may invite people to observe all or part of the meetings. Upon a majority vote of the LMCC members present, observers may be limited and/or excluded from all or part of the meetings if confidential, privileged or other

protected information will be disclosed or they become too numerous, interfere or are disruptive. Observers are not members of the LMCC and may not speak, provide input, or bring up issues, unless specifically invited by either co-chair to do so. Observers who are City employees may not attend the meetings on City Business. HOPE representatives or UMs who desire to observe and use HOPE Leave Pool hours for reimbursement, pursuant to this Agreement, must receive his/her supervisor's and HOPE's approval in advance of such use.

4.04.04 **Agenda Items**

The HOPE and City co-chairs will provide each other with a list of those items each desires to have discussed at a regular or specially called meeting at least 14 calendar days in advance of each meeting to allow each party sufficient time to get pertinent representatives to attend and/or to gather information necessary for meaningful dialogue. If an urgent need requires a meeting to be scheduled with less notice, or issues arise within 14 calendar days before the meeting, either co-chair may designate issues to the other with as much advance notice as is feasible under the circumstances.

4.05 **Resources**

The HR Director may request the participation of other City employees, as needed, who will serve as resources from time to time to assist in the exploration of issues of concern or who may be helpful to reach a resolution of the issue under consideration as an agenda item.

4.06 **Sub-Councils**

Sub-councils of LMCC, members, and others may be designated by the co-chairs, upon mutual agreement, to review issues of concern for the duration necessary to explore or resolve each issue. The City and HOPE will exchange lists of all sub-councils and their members by November 30th of each year.

4.07 **Issue Preclusion**

LMCC meetings are not a continuation, resumption or re-opener of meet and confer negotiations and may not alter or amend any terms of this Agreement. Issues to be discussed should only be those that concern and affect more than an individual UM and/or affect one or more than one classification(s) of UMs or are systemic in nature and affect UMs.

4.08 **Recommendations**

The LMCC is not a policy or decision-making body. Its purpose is limited to exploring issues and making recommendations to the Mayor. Any recommendations mutually agreed upon to be proposed through the LMCC as resolutions or suggestions for action to be taken by the City or a specific department will be presented jointly to the Mayor. The two co-chairs will make joint recommendations for review and consideration and implementation as appropriate and as approved at the Mayor's sole and exclusive discretion.

4.09 **Department LMCC**

In the spirit of furthering labor-management cooperation, the parties agree that a department director may seek approval from the Mayor to operate a Departmental Labor Management Cooperation Council (DLMCC). A DLMCC may not be a decision-making body, but may make recommendations to a department director regarding issues pertaining to or affecting department-specific matters. A department director may not agree to resolve through DLMCC or accept a DLMCC recommendation of matters affecting any other department, altering this Agreement, or contradicting City policy and/or procedures, or local, state or federal law.

A department director desiring to establish a DLMCC must prepare a DLMCC proposal containing:

A. the structure of the proposed DLMCC with regard to number of members, member terms, and member qualifications;

B. the duties and responsibilities of the DLMCC;

C. terms establishing the frequency of DLMCC meetings;

D. a statement identifying that the DLMCC is not open to the public and shall not be subject to the Texas Open Meetings requirements.

A DLMCC may not be created without the express written approval of the Mayor.

Article 5 WELLNESS COMMITTEE

HOPE shall designate two (2) City employees to serve as HOPE Representatives on the Employee Wellness Advisory Committee (EWAC). Time spent at monthly EWAC meetings and reasonable travel time, if necessary, shall be considered City Business, without deduction of time from the HOPE Leave Pool.

Article 6 SAFETY COMMITTEE

HOPE shall designate two (2) City employees to serve as HOPE Representatives on the City's Safety Advisory Committee (SAC). Time spent at regular SAC meetings and reasonable travel time, if necessary, shall be considered City Business, without deduction of time from the HOPE Leave Pool.

Article 7 NEW EMPLOYEE ORIENTATION

7.01 Human Resources Department New Employee Orientation

One or more HOPE Representatives may observe any new City employee orientation conducted by the HR Department. The City will provide HOPE with at least 10 business days' notice of any scheduled new employee orientation by electronic notification to hopeinfo@hopetx.org. One or more HOPE Representatives, are authorized to make a presentation to new City employees for up to 30 minutes (inclusive of questions) at each scheduled new employee orientation session held by the HR Department.

7.02 Departmental New Employee Orientation

One or more HOPE Representatives may observe any formal new employee orientation scheduled by a department. One or more HOPE Representatives are authorized to make a presentation of up to 20 minutes at each formal new employee orientation held by a department.

7.03 Union Presentation

In all instances, a presentation by HOPE should be focused on HOPE matters to include information on SEBA issues or HOPE membership and should always be constructive in language, demeanor and tone consistent with the positive spirit of partnership exhibited by this Agreement.

7.04 **Union Presence**

Under this Article, the HOPE Representative may, but need not be a City employee. Unless participating on off duty hours, any City employee who conducts of observes new employee orientations as a HOPE Representative must use HOPE Leave Pool hours or his or her own (non-sick) accrued leave time.

Article 8 BULLETIN BOARDS AND ELECTRONIC COMMUNICATIONS

8.01 Bulletin Boards

Each department shall identify designated department bulletin boards on which HOPE meeting notices and notices containing contact information in accordance with this article may be posted.

Upon written request by HOPE, Department Directors may allow HOPE to post other items of interest to UMs, HOPE membership information, or other HOPE matters on any designated bulletin board. Within 10 calendar days from the date of receipt of the request, the Department Director must either approve the request by posting the item or issue a written denial of the request to the requestor. Efforts should be made to accommodate reasonable written requests. No Department Director is required to build, purchase or acquire any new bulletin boards for this purpose.

In order to maintain departmental control over the integrity of designated departmental bulletin boards for this or any other purpose or postings by employees or third parties, including HOPE, the Department Director shall establish policies as to the length of time any posted material may remain before being discarded, outdated, etc. as well as any departmental logistics or procedures for posting, including the size and locations of any items posted within approved areas. However, no HOPE or other permitted postings may ever displace any federal, state, local or departmental mandated employee notices. All notices posted by HOPE should be constructive in language, tenor and style consistent with the positive spirit of partnership articulated in this Agreement.

8.02 **Electronic Communications**

HOPE agrees that it shall not use City employees' city email addresses to directly contact employees for the purpose of matters of general interest of the union including but not limited to, mass-mailing communications, bulletins, announcements, meeting notices, reports, solicitations, commentary, or propaganda. This shall not prohibit HOPE from communications to employees' personal email addresses.

The City and HOPE may agree to the issuance of joint communications to UMs from time to time for the purpose of updating them on significant developments on labor-management issues. In addition, the HR Director may approve the issuance of email communications from HOPE to UM's employee email addresses for matters related to the Meet & Confer Agreement and/or other HOPE matters, but which are not joint communications.

Article 9 UNION ISSUES

9.01 HOPE Leave Pool (HLP)

Deduction

The City agrees that in the first full pay period after November 1 each year during the term of this Agreement it will deduct from each permanent, full time UM, who has been employed by the City for more than one year, one (1) hour of accrued vacation leave and credit the cash value of such leave to a HOPE Leave Pool (HLP). The HLP will be administered by the City and be available for designated HOPE Representatives to use to participate in HOPE or SEBA City related activities such as attendance at HOPE sponsored training, HOPE contract negotiation sessions, new employee orientation sessions, or limited special assignments. HLP may be used for representation of individual employees in ECRP and Grievances. As limited above, HLP hours may also be utilized to conduct HOPE business associated with the administration and protection of this Agreement, including using City employees/HOPE Representatives at contract dispute proceedings only.

In order to be eligible for deduction and credited to the HLP, the accrued vacation leave must be currently accrued and available for immediate withdrawal from the employee's accrued leave balance at the time it is credited.

Revocation

During the month of September, any UM who desires not to donate the one hour of vacation mandated above, the UM may revoke the donation for the year by filling out a

HLP Revocation Notice (an approved format to be provided by the City). Revocation of the HLP deduction will be effective during the first full pay period after November 1 following the submission of the HLP Revocation Notice. Each year every eligible UM will automatically be re-entered into the HOPE Leave Pool, unless they affirmatively decline during the revocation period as described in a joint communication by HOPE and the City. Once an employee has revoked the donated leave, no donations of leave will be deducted during the year of the revocation. A UM may voluntarily donate additional vacation hours and/or reapply to participate in donated vacation to the HLP at any subsequent time by filling out a vacation leave donation request.

All new employees hired by the City will be exempted from the HLP deduction for the first 12 months of employment with the City. The first deduction of leave hours for new hires will occur effective in the first full pay period after November 1 immediately following the first anniversary after the completion of one calendar year of employment with the City, unless the employee submits an HLP Revocation Notice as set out above.

The HLP balance will be reported to HOPE quarterly. Any UM who donates or receives HLP hours must be eligible to donate or take vacation under the City's policies.

All HLP funds that are not utilized by June 30 in any fiscal year during the term of this Agreement shall be carried over to the next fiscal year. Any HLP funds remaining at the expiration of the term of this Agreement shall be paid to UMs on a pro rata lump sum basis within 120 days following the expiration of the Agreement unless a new Agreement

is ratified that provides otherwise. If HOPE determines that sufficient funds exist in the HLP, the HOPE President or his/her designee may temporarily halt for a certain time the continued deduction of mandated or donated time from UMs.

Each designated HOPE Representative (permanent/full time employee only) who wishes to avail him/herself of the HLP reimbursement, must request from HOPE and receive written HOPE authorization in addition to complying with all departmental rules and procedures for advance notice requesting leave that would apply to the use of his or her own accrued leave. The HOPE written authorization for such leave must be attached to the form requesting HLP from the City and requested in advance from his/her department in the same form, time and manner as other leave. Each HOPE Representative assigned to such activities will be compensated by the City from the HLP at their regular rate of pay, with no loss of leave accruals or pension benefits. Use of such HLP will be counted in the same form and manner as an occurrence of vacation leave for purposes of authorization, attendance, employee evaluations, etc., and will not count as "hours worked" for overtime rate of pay calculations.

Departmental approval of time from HLP shall not be withheld unless it unreasonably interferes with departmental operations. HLP hours may not be taken as emergency vacation or sick leave under any circumstances. Documentation of the attendance by the employee at the HOPE/SEBA related activity must be presented by the employee to the supervisor immediately upon return to work the following regularly scheduled work day.

HLP funds may not be reimbursed. If no funds are available in the HLP, no HLP will be approved. No HLP funds provided in this section may be used to support any non-City related HOPE activities including picketing or strikes of any kind against other employers; public or private.

9.02 **HOPE Activities**

The City agrees to make reasonable accommodations for any HOPE Members who desire to participate in HOPE meetings or activities that occur during the HOPE Members' usual work hours. To that end, each HOPE Member may request in advance to use his/her own accrued (non-sick) leave time in order to participate in any other (non-City related) HOPE activities of their choice. As in every circumstance where leave is requested, each HOPE Member who wishes to avail himself/herself of the accrued (non-sick) leave hours must comply with all departmental rules and procedures for advance notice that would apply to the use of his/her own accrued leave. Departmental approval shall not be withheld unless such leave unreasonably interferes with departmental operations.

9.03 **HOPE Dues**

Within 30 days of the effective date of this agreement, HOPE shall provide to the HR Director an electronic report in excel format containing the name, employee number, and authorization date of each HOPE member. Thereafter, HOPE shall supplement such report biweekly with any new HOPE members.

HOPE Members may submit written directives for HOPE dues to be deducted from their wages through payroll deductions. In order to establish such a deduction initially, HOPE must certify the membership of each HOPE Member. A dues card, in a form as approved by Human Resources (Dues Authorization), will be submitted to the departmental payroll representative requesting the deduction of HOPE dues to be made payable to HOPE. The deduction will be effective the first full pay period beginning after the form is received by the City payroll division of the Administration and Regulatory Affairs Department.

If at any time permitted by the Dues Authorization, the HOPE Member wishes to cancel the deduction of HOPE dues, a written cancellation must be signed by the HOPE Member/employee and presented to the departmental payroll representative and HOPE within the time period permitted by the Dues Authorization.

All HOPE dues deducted by the City will be transmitted directly to HOPE bi-weekly, together with the names of the employees from whom dues have been collected. If a HOPE Member's dues are in arrears, HOPE agrees that the City will not be responsible for collecting or making special arrangements for such payroll deductions, or paying uncollected dues to HOPE. If the HOPE Member does not have enough wages earned to pay all or any part of the HOPE dues owed pursuant to the Dues Authorization, after all lawful deductions are made, dues will not be deducted. If the City overpays the amount of HOPE dues owed during one bi-weekly period, it may deduct the amount of the overpayment from a future payment made to HOPE.

HOPE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR OTHER FORM OF LIABILITY THAT ARISE OUT OF OR AS A RESULT OF ANY ACTION OR FAILURE TO ACT UNDERTAKEN BY THE CITY UNDER THIS SECTION EVEN IF SUCH LIABILITY ARISES OUT OF THE CITY'S AND HOPE'S CONCURRENT NEGLIGENCE, INTENTIONAL ACT OR FAILURE TO ACT.

9.04 **PAC Contributions**

Beginning after the effective date of this Agreement, UMs may submit written directives for Political Action Committee (PAC) contributions to be deducted from their wages through payroll deductions. In order to establish such PAC contributions initially, each UM is required to submit to HOPE, a signed written authorization, as approved by Human Resources (Dues/PAC Authorization), specifically requesting the political action contribution deduction with the amount to be deducted as PAC contributions as permitted by the PAC Authorization. An employee shall have the right to revoke such authorization at any time by giving written notice to the City through the departmental payroll representative and to HOPE. The City's obligation to make deductions shall terminate automatically upon its receipt of revocation of authorization from the employee or upon separation from employment or transfer to a job classification outside the bargaining unit.

All PAC contributions deducted by the City will be transmitted directly to HOPE bi-weekly, within 10 business days of the date of the deduction. The payment shall be accompanied by an alphabetically sorted list of the names of those employees for whom a deduction

has been made and the amount of each deduction and an alphabetically sorted list of the names of those employees who have revoked authorization. This list must be separate and apart from the list of employees who had union dues deducted.

If PAC contributions are in arrears, HOPE agrees that the City will not be responsible for collecting or making special arrangements for such payroll deductions, or paying uncollected PAC contributions to HOPE. If the UM does not have enough wages earned, to pay all or any part of the PAC contributions owed pursuant to the original authorization, after all lawful deductions are made, PAC contributions will not be deducted. If the City overpays the amount of PAC contributions owed during one bi-weekly period, it may deduct the amount of the overpayment from a future payment made to HOPE.

HOPE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR OTHER FORM OF LIABILITY THAT ARISES OUT OF OR AS A RESULT OF ANY ACTION OR FAILURE TO ACT UNDERTAKEN BY THE CITY UNDER THIS SECTION EVEN IF SUCH LIABILITY ARISES OUT OF THE CITY'S AND HOPE'S CONCURRENT NEGLIGENCE, INTENTIONAL ACT OR FAILURE TO ACT.

9.05 **Community Action Leave Pool (CALP)**

9.05.01 **Eligible Uses**

The Community Action Leave Pool (CALP) shall be administered by the City for employees to use to participate in City and HOPE-agreed community projects. No CALP funds provided in this section may be used to support any commercial,

political/partisan or sectarian endeavors and are limited to public, private, non-profit, and/or civic or other similar charitable endeavors.

9.05.02 **Funding CALP**

Beginning with the first full pay period following the effective date of this Agreement, any permanent, full time City employee may voluntarily, but not mandatorily, elect in writing to contribute one or more hours of their own accrued, personal vacation leave time and credit the equivalent cash value of such leave hour(s) to the CALP. The initial donation shall be via a written authorization on a form to be provided by HOPE and submitted to the departmental payroll representative with a copy to HOPE. The donated vacation leave hours shall continue and be renewed automatically annually thereafter during the term of this Agreement unless and until revoked or modified prospectively by the City employee. All hours designated for each contribution must be then currently accrued and available for immediate withdrawal at the time the designation is made and at each subsequent deduction thereafter. Donated vacation hours will be credited to the CALP during the first full pay period following the donation and continue in each subsequent year of this Agreement.

All new employees hired by the City are not eligible to donate accrued vacation to the CALP during the first 12 months of employment with the City. The first election to deduct leave hours for new hires may be made at any time following the first anniversary after the completion of one calendar year of employment with the City.

An employee may elect to modify or cancel his/her donated vacation leave hours to the CALP by submitting a signed and completed form, available at either the HOPE office or from the payroll representative of the Administration and Regulatory Affairs Department. Modification or cancellation of the leave deduction will be accomplished in the first full pay period following receipt of the modification or cancellation and continue annually thereafter.

An employee may reapply to participate in the CALP at any subsequent time during the term of this Agreement through the same form and manner as an initial contribution.

Any City employee who donates or receives CALP funds must be eligible to donate or take vacation under the City's policies.

9.05.03 **Use of CALP**

Each employee who wishes to avail him/herself of the CALP, must request from HOPE and receive written HOPE authorization to use such leave, in addition to complying with all departmental rules and procedures for advance notice requesting leave that would apply to the use of his or her own accrued leave. Moreover, an employee must comply with all City rules and policies governing the use of accrued leave. The HOPE written authorization for such leave must be attached to the form requesting leave time from the CALP. Each employee

approved by HOPE to perform such activities will be compensated by the City from the CALP fund at their regular rate of pay, with no loss of leave accruals or pension benefits. Use of such leave will be counted in the same form and manner as an occurrence of vacation leave for purposes of authorization, attendance, employee evaluations, etc., and will not count as "hours worked" for overtime rate of pay calculations. No employee may be approved for the use of CALP for any event wherein they will perform the same type of services as those for which the individual is employed by the City to perform.

Departmental approval shall not be withheld unless such leave unreasonably interferes with departmental operations, or if the employee has been employed by the City for less than six months. CALP may not be taken as emergency vacation or sick leave under any circumstances. Documentation of the attendance by the employee at the community project must be presented by the employee to the supervisor immediately upon returning to work the following regularly scheduled work day on a form promulgated by the City.

CALP funds may not be reimbursed. If no CALP funds are available, no CALP will be approved.

9.05.04 **Administration**

A CALP balance will be reported to HOPE quarterly. CALP funds that are not utilized by June 30 of any fiscal year during the term of this Agreement shall be carried over to the next fiscal year.

If HOPE determines that sufficient funds exist in the CALP, the HOPE President or his/her designee may temporarily halt for a certain time the continued deduction of donated time from City employees.

All CALP funds that are not utilized by June 30 in any fiscal year during the term of this Agreement shall be carried over to the next fiscal year. Any CALP funds remaining at the expiration of the term of this Agreement shall be paid to UMs on a pro rata lump sum basis within 120 days following the expiration of the Agreement unless a new Agreement is ratified that provides otherwise. If HOPE determines that sufficient funds exist in the CALP, the HOPE President or his/her designee may temporarily halt for a certain time the continued deduction of mandated or donated time from UMs.

9.06 **Union President**

The President of HOPE, as the SEBA, shall be entitled to designate up to 520 hours of time as HOPE President Leave in any fiscal year during the term of this Agreement, in order to conduct HOPE business associated with the administration, representation, and

protection of this Agreement and member interests. This shall not prevent the President from utilizing HLP time in accordance with the provisions of this Agreement.

9.07 **Departmental Union Representatives (DUR)**

A. The City and HOPE agree that union representation of UMs is essential to dispute resolution and labor-management cooperation.

B. The City and HOPE agree to authorize the LMCC to establish a Departmental Union Representative training program for all Departmental Union Representatives (DURs). This training program will focus on dispute resolution and labor-management cooperation training up to twice (2) each calendar year. HOPE shall submit a list of HOPE Member candidates to the LMCC biannually, all of whom have met HOPE's constitutional requirements to become candidates for the DUR training program. HOPE Members participating in the DUR training program shall be considered on City Business when attending LMCC organized trainings. Each training program will be composed of no less than 12 and no more than 24 HOPE Member candidates. If the number of member candidates drops below 10 during the course of DUR training, the class shall be canceled and candidates may be rescheduled for a future class.

C. Upon completion of the DUR training program and a six (6) month probationary period, commencing on the day of training program

completion, participating HOPE Members may be certified by the LMCC as DURs. During the probationary period, DURs will be recognized by the City for the purposes of HOPE representation on matters of disputes and labor-management cooperation.

D. The City agrees to recognize duly certified DURs who have completed the LMCC sponsored training program. A list of duly certified DURs shall be published at least twice per year in a joint City-HOPE communication.

E. The City shall allow duly certified DURs to represent UMs, upon verbal or written request, at Employee Concern Resolution Programs (ECRPs) and Grievances, and such representation shall be undertaken using HLP.

F. In the absence of a DUR, HOPE agrees to provide at least 24 hour prior notice to department directors before conducting representational activities at a worksite, or such additional time as safety and security requirements for a particular worksite dictate. Such HOPE representation will not interfere with operations and will be conducted before or after shifts or during recognized break times in designated areas such as break rooms or designated meeting rooms.

G. For grievances and ECRPs filed after the effective date of this Agreement, DURs may provide cross-departmental representation under the following conditions:

1. DURs employed by the following departments shall not be eligible to provide cross departmental representation:

a. Administration & Regulatory Affairs;

b. Houston Airport System;

c. Houston Health;

d. Housing & Community Development;

e. Houston Emergency Center;

f. Houston Information Technology Services;

g. Parks & Recreation;

h. Houston Public Works; and

i. Solid Waste.

2. DURs employed by the following departments shall be eligible to provide cross departmental representation:

a. City Council;

b. City Secretary;

c. Controller's Office;

d. Convention & Entertainment Facilities;

e. Finance;

f. Fire;

g. Fleet Management;

h. General Services;

i. Human Resources;

j. Legal;

k. Library;

l. Mayor's Office;

m. Municipal Courts;

n. Neighborhoods;

o. Office of Business Opportunity;

p. Planning & Development; and

q. Police.

3. For any new Departments created during the term of this Agreement, the LMCC shall determine whether a department DUR may engage in cross departmental representation.

4. If any Department listed in Section 1 does not have a department DUR, the LMCC shall determine whether a department DUR listed in Section 2 may engage in cross departmental representation.

9.08 **Information Requests**

Each calendar quarter, upon the request of HOPE, the City agrees to provide HOPE (or a designated agent for receipt of same), a complete list of municipal employees containing the following information for the prior quarter: employee name, department

number, department name, division number, division name, job classification number, job classification name, position type (FT/PT/TM), exempt/non-exempt status, bi-weekly rate of base pay, longevity pay, shift differential paid in last quarter, overtime hours worked and paid in last quarter, holiday hours worked and hours paid in the last quarter, most recent hire date, compensatory hire date, current classification date, gender, race/ethnicity, mailing and permanent address as allowed by Sections 552.117 and 552.024 of the Texas Government Code, work location code, work location name and work location address. The City will also provide a list containing work phone numbers and City email addresses for all municipal employees to the extent such information exists in the City's records.

The City will supply the information in compliance with the Texas Public Information Act, Chapter 552, Texas Government Code or other applicable federal and state laws. Data required to be withheld by law will not be included in the list. An employee may specifically designate HOPE and/or AFSCME as an authorized representative who is permitted to receive the employee's address of record, telephone number, and email.

There will be no cost to HOPE to initially establish this quarterly list or to provide it quarterly in an electronic format if it is requested quarterly. There will be a charge for adding information, or for requesting data for any period other than the preceding calendar quarter. The Texas Public Information Act governs charges for such requests or compilations and shall apply.

9.09 **Dispute Resolution Coordinator Access**

Dispute Resolution Coordinators employed by HOPE may be provided a contract badge for select access in accordance with the City's contract badge requirements. Requests shall be made to the HR Director

Article 10 COMPENSATION

10.01 Base Pay

Except for Police and Fire Trainees, the City agrees to provide on an annual basis certain specified sums in budgeted funds for increases in compensation payable to UMs. Every UM will receive at least the across the board increase indicated in 10.01.01 and 10.01.02 (as depicted in the chart below) except for Police and Fire Trainees.

FY	Month	Year	Increase
19	July	2018	3%
20	July	2019	2%
21	July	2020	1% (+ 1% per 10.01.02)

10.01.01 Across-the-Board Increases

Beginning with the first full pay period after July 1, 2018, every UM, except Police and Fire Trainees, will receive a 3% increase in base pay. Beginning with the first full pay period after July 1, 2019, every UM, except Police and Fire Trainees, will receive a 2% increase in base pay. Beginning with the first full pay period after July 1, 2020, every UM, except Police and Fire Trainees, will receive a 1% increase in base pay.

10.01.02 Additional Increases

If the projected revenues set forth in the official Fiscal Year 2021 budget adopted by the City Council exceed the agreed combined property tax and sales tax target amount of $1,965,893,439.00, then every UM, except Police and Fire Trainees, will receive an additional 1% increase in base pay beginning with the first full pay period after August 1, 2020.

10.01.03 **Minimum Base Pay Rate**

Effective in the first full pay period after final ratification of this Agreement no UM shall earn less than twelve dollars ($12.00) per hour.

10.02 **Shift Differential**

The City will provide shift differential compensation for all full time UMs who are regularly scheduled to work second or third shift, even if the second or third shift is on a rotating schedule, as follows:

Second (Evening or Afternoon) Shift	Begins between 12:00 noon – 6:00 p.m.	Minimum Rate/Hour $0.50 additional to base pay
Third (Night) Shift	Begins between 6:00 p.m. – 5:00 a.m.	Minimum Rate/Hour $1.00 additional to base pay

The additional amounts of compensation shall be added to base pay per hour in determining the regular rate of pay to be used for calculating overtime for non-exempt employees who work in excess of 40 hours in a work week. These amounts are to be paid to employees who are regularly scheduled to work these shifts only and are not intended for employees who work overtime that may extend into the second or third shift.

Additionally, the City will provide shift differential compensation to employees who are not regularly scheduled to work such shifts, but who work the entirety of second or third shift at the City's request on an occasional, as needed, fill in, emergency, or call in basis, even if worked frequently.

For example:

A. Employee regularly works second shift, as scheduled. Employee is held over to work unscheduled overtime during part of the third shift. For second shift, employee is compensated for base pay with $0.50 differential compensation. During third shift overtime, employee is compensated for overtime based upon base pay with $0.50 differential compensation and is not eligible for third shift differential.

B. Employee works first shift as scheduled. Employee works an entire unscheduled third shift which does not qualify for overtime. Employee is compensated for base pay with $1.00 differential compensation.

C. Employee works first shift as scheduled. Employee holds over for an entire unscheduled second shift that qualifies for overtime. Employee is compensated for overtime based upon base pay with $.50 differential compensation.

D. Employee 1 works first shift as scheduled and Employee 2 works second shift as scheduled. Employee 1 and Employee 2 are approved to swap shifts. Employee 1 works the not regularly scheduled second shift which does not qualify for overtime; Employee 1 is compensated with $.50/hour shift differential compensation for working this shift. Employee 2 works the not regularly scheduled first shift which does not qualify for overtime; Employee 2 will continue to be compensated $.50/hour shift differential for his/her regular schedule.

These additional amounts will become effective and become payable in the first full pay period following the effective date of this Agreement.

The City agrees that it will not arbitrarily change any UM's regular shift hours in order to avoid the payment of the shift differentials provided herein.

10.03 **Longevity Pay**

In addition to base pay, every permanent, full time UM shall be paid longevity pay in the sum of $2.00 per bi-weekly pay period for each completed year of actual service with the City effective the first full pay period following the effective date of this Agreement. There shall be no maximum or cap on the amount of longevity that may be paid for qualifying service.

10.04 **Overtime and Compensatory Time**

Non-exempt employees – The City intends to continue to comply with all applicable state, federal and local laws and ordinances regarding overtime for non-exempt employees. This includes the definition of "hour(s) worked", "time actually worked", "actual work" and/or "time worked" in the City of Houston Code of Ordinances Section 14-168(a)(8), which shall remain unchanged during the term of this Agreement, unless the City and HOPE reach an agreement on Paid Time Off (PTO) per Article 12.06 of this Agreement. Whenever a non-exempt UM works in excess of 40 hours in a given work week, he/she shall be paid in cash or compensatory time at a rate of 1.5 times his/her regular hourly rate of pay. The decision whether to pay in cash or compensatory time is the Department

Director's and may be different in each workplace and at different times depending on budgetary and operational requisites and circumstances. Each employee will be informed before the overtime is worked whether it will be paid in cash or compensatory time. If offered in cash, and the UM wishes to be paid in compensatory time, such alternative option will be honored, if feasible, but not vice versa. The maximum accrual of 240 compensatory hours and time limits of 120 days for use of accrued compensatory leave authorized by Section 14-168(c) of the City of Houston Code of Ordinances shall remain unchanged including the payment of cash after 120 days have expired.

Exempt employees – Section 14-168(e), (f) and (g) of the City of Houston Code of Ordinances shall strictly apply to eligibility for compensatory time for exempt employees which is authorized on a very limited basis in qualifying circumstances. There is no flex time nor a general or blanket authorization for compensation to be paid in the form of compensatory time for hours worked in excess of 40 in a given work week for exempt employees. Compensatory time accrued must be taken as compensatory leave within 180 days of its accrual, subject to the conditions below, or it shall be paid in cash. Compensatory time may not be cashed out at termination for any reason and will not be included with payouts of other accrued compensation for unused leave benefits.

Non-exempt and exempt employees shall be given fair opportunity to take accrued compensatory time within the time limits required by this Agreement or City ordinance. If an employee is within 45 days of the respective time limit (120 days for non-exempts, 180 days for exempts) for compensatory time usage, a request for compensatory leave will

be given preference above any other leave request except emergency vacation or Family and Medical Leave. Also in this 45 day period, when an employee submits a request for compensatory leave and it is denied twice due to an operational need, the supervisor must provide alternative date(s) that would be acceptable for such leave to be taken before the time limit is expired. If the alternative dates are not acceptable to the employee, he/she may submit other dates to the supervisor within such period with both coming to an agreement on when such compensatory leave may be taken before it expires. If no agreement is reached as to mutually agreeable dates for leave to be taken, the UM may proceed to the next higher level of supervision in the UM's chain of command for a final resolution as to dates for leave before the expiration date. If an employee fails to submit compensatory leave requests in the 30 days before the relevant expiration time, the department may convert a request for vacation or sick time to compensatory time upon notice to the employee in order to avoid the expiration of the compensatory time period. Departments may direct employees with compensatory leave hours that are close to expiration to take such leave before it expires.

In the event that UMs have concerns about the distribution of either voluntary or mandatory overtime, the issues shall be referred to the respective ECRP for resolution.

10.05 **Holiday Pay**

The Parties agree that holiday pay shall be in accordance with the terms of the current City of Houston Code of Ordinances.

10.06 **Call-back Pay**

If, after a non-exempt employee's scheduled hours of work have ended, and without prearrangement, the employee performs extra work at the request of the City, then the City shall provide a minimum of two (2) hours of call back pay at the applicable straight time or overtime rate, unless existing policy requires more. This shall not apply to prescheduled overtime (including third-party requested overtime which may be governed by other city policy or practice), end of shift hold-overs, or responses made via telephone or other electronic device, which shall continue to be compensated based on actual time worked at the applicable straight or overtime rate. Nor shall this provision apply in circumstances governed by City of Houston Code of Ordinances 14-168.

10.07 **Performance Pay Zone Program**

Upon the effective date of this Agreement, a department's award of compensation pursuant to Performance Pay Zone Programs established in accordance with Administrative Procedure 3-13 (Performance Pay Zone (PPZ) Program) shall be presented to the LMCC for review. A department awarding compensation pursuant to Administrative Procedure 3-13 is responsible for making a PPZ presentation to the LMCC at least once per fiscal year after the award of performance-based salary increases.

Article 11 HEALTH BENEFITS

The City currently offers the same set of health benefits to UMs and non-UM employees. The City shall continue to offer substantially the same set of health benefits as are provided today to UMs and non-UM employees during the term of this Agreement, as reasonably available in the market. During the term of this Agreement, the following conditions apply to the health benefits and contribution levels for UMs.

11.01 **Eligibility**

Full time employees or part-time employees regularly scheduled to work 30 or more hours per week (active employees) and designated "PT-30" in the City's payroll system shall continue to be eligible to enroll in the city's health plans during the term of this Agreement.

11.02 **Premium Parity**

Eligible employees covered by this Agreement, who have enrolled in the City's health benefits plan, shall pay no premium or component higher than any other city employee group.

11.03 **Change of Vendor**

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. The City agrees to share information about a potential

change in plans, vendors or costs, if that occurs at the end of the term of the current plans offered.

11.04 **Premium Increases**

If the annual employee renewal premium for any one plan increases in excess 10.0% in any year, the City will make a presentation to the LMCC. The LMCC shall be empowered to make recommendations to the Mayor addressing the increase.

If the annual employee renewal premium increases by 15% or greater, then HOPE may, in its sole discretion, reopen negotiations on one or more economic provisions of this Agreement, as contained in Articles 10 and 11.

Article 12 WORKFORCE

12.01 Privatization Notice

The City will provide HOPE with advance written notice no later than 74 calendar days before the privatization or outsourcing occurs in which UMs are incumbents. Written notice to HOPE shall include an initial disclosure of the basis for the decision. Following notice, and at least 14 calendar days before the effective date, the City shall make a presentation of the privatization or outsourcing plan to the LMCC, and the LMCC shall have the authority to make recommendations to the Mayor regarding the plan.

12.02 Employee Evaluation – Houston Employee Assessment and Review (HEAR)

In an effort to increase the effectiveness of HEAR across the City the following will be implemented:

A. Employee Performance Evaluation Notification and Request

A UM may notify the City of a failure to receive an employee performance plan or evaluation in compliance with City policy. An employee may also request work progress meetings in compliance with City policy. Such notification and/or request shall be made on a form promulgated by the HR Department and may be filed with the HR Department's Employee/Labor Relations Division at any time. The notification or request will be provided to the employee's department director for disposition. Within 15 calendar days of filing the employee will receive a written response indicating the date on which the plan, evaluation, or work progress meeting was completed or will be administered to the employee. If a plan, evaluation, or work progress has not been administered it will be

administered as soon as reasonably practicable but not more than 30 days from the written response.

B. Employee Performance Evaluation Compliance Reporting

Upon HOPE's written request, the HR Director shall provide HOPE with a report on compliance with administered plans and employee performance evaluations, which may include a statistical analysis.

12.03 **Layoffs**

The City agrees to continue all processes and procedures pertaining to layoffs contained in Sections 14-140 through 149 of the City of Houston Code of Ordinances, except as modified herein. However, when it is necessary to reduce the number of UMs due to reorganization of a department, reduction in funding, reduction in services provided, or for any other reason, the City agrees that in any department where a lay-off becomes necessary of one or more UMs in any one or more classifications, the City will provide HOPE and UMs affected with advance written notice no later than 60 calendar days prior to the effective layoff date. Notice to HOPE shall include which jobs will be affected by the proposed lay-offs and shall be accompanied by the most current pre-layoff organizational chart for the affected Departments. The City shall (1) attempt to secure alternative placement in the same classification in another vacant City position for which the employee qualifies by education, skills and experience; (2) continue to attempt to place the laid-off employee in the same classification in another vacant position in the City for which the employee qualifies. During the pre-lay off and re-employment period, the City shall give preference to filling vacancies for classes offered by the Learning and

Development Center to laid-off employees to assist them in qualifying for positions within the City unless another position (in or out of the City) is secured in the interim. Such classes can include re-employment eligibility enhancement skills such as interviewing skills, resume writing, and supervision and management and shall be available to impacted employees during the 60 calendar days before a lay-off occurs. During the pre and post-layoff period, the UM must cooperate fully with the HR Department representatives and must comply fully with all requirements for placement, including reviewing postings on a weekly basis, submitting fully completed applications and resumes, appearing at job interviews and second interviews, if necessary, and providing completed training certificates.

City agrees to provide training to HOPE's Executive Board on the layoff process and procedures contained in Sections 14-140 through 149 of the City of Houston Code of Ordinances. HOPE's Executive Board members participating in layoff training shall be considered on City Business.

A. Filing of exemption letters.

Code of Ordinances 14-141.3 shall be amended such that the Department Director implementing a layoff plan shall provide the City Attorney with written exemptions, if any, for review and approval and shall do so at least 10 calendar days prior to the date that the laid off employees are formally notified in writing of their layoff under the rule.

B. Filing of plan; appeal.

Code of Ordinances 14-144(a) shall be amended such that the Department Director implementing a layoff plan shall file a written plan reflecting such layoff with the HR Director as Secretary to the Commission for review of compliance with non-discrimination

obligations and shall do so at least seven (7) calendar days prior to the date that the laid off employees are formally notified in writing of their layoff under the rule.

12.03.01 **Expedited Review of Exemption Letter**

When the number of UMs is reduced through layoff pursuant to Sections 14-140 through 149 of the City of Houston Code of Ordinances, the LMCC is authorized to undertake an expedited review of the validity of exemptions issued by a department director.

LMCC does not have jurisdiction to review any request which alleges discrimination in whole or in part, based on race/color, religion, sex, gender identity, sexual orientation, national origin, disability, age 40 years and over, Vietnam Era veteran status, or retaliation for filing a charge/claim of discrimination.

An expedited review by LMCC shall be undertaken only upon receipt of a written request of a laid-off employee or the SEBA (on behalf of a laid-off employee), delivered to the HR Director (or alternative designee) within five (5) business days of the date the UM is formally notified in writing of their layoff. The request must contain all support for the requested review. The HR Department shall promulgate all forms required for the review process. The LMCC Co-Chairs may jointly agree to consider untimely filings upon a showing of good cause.

Within 10 days of the receipt of a timely request, the HR Director shall convene a special meeting for LMCC to review the request. The HR Director shall provide each party with as much advance notice of the special meeting as is feasible under the circumstances. The appealing employee and the City's representative shall each have a maximum of 15 minutes for presentation of the appeal, inclusive of rebuttal. There shall be no opportunity for cross examination. A representative may make the presentation on behalf of the employee.

Within one (1) business day of the special meeting, the LMCC may make a recommendation to the Mayor. A quorum of the LMCC in compliance with 4.04.01 of this Agreement must attend the special meeting in order for the LMCC to make a recommendation. If no recommendation is made or the recommendation is made untimely, the challenged exemption shall stand. In the event of a tie vote, the challenged exemption shall stand and no recommendation made to the Mayor.

The Mayor (or designee) shall make a written determination whether to accept the LMCC's recommendation, if one is made. The Mayor's (or designee's) determination shall be final and binding upon the parties. A mayoral determination upholding the challenge shall not be construed as a determination that the layoff process was not properly accomplished in accordance with City of Houston Code of Ordinances, Chapter 14, Division 11, Rule 11.

LMCC shall promulgate rules of procedure governing the administration of this process, subject to final review by the Legal Department. The foregoing expedited review process shall be implemented immediately and incorporated into the terms of a final Meet and Confer Agreement, if one should be reached.

12.04 **Twenty-First Century Workforce**

The accelerated pace of technological, digital, and automation innovations and improvements, changes in citizen requirements for City provided services and products, and the subsequent evolution in various job requirements because of better business practices will continually redefine the jobs in the City of Houston's workforce. The City agrees to collaborate with HOPE to identify the impact on the workforce.

Within the first quarter of each calendar year, the City will survey Departments to determine if there are any jobs that can be identified as at-risk to be eliminated (endangered jobs) due to technological advances, changes in services or products provided, organizational changes or improvements in business practices. If jobs are identified as at-risk, the Department will include a written description of how contemplated changes may affect incumbent UMs.

Concurrently, the City and HOPE shall review job classifications that are currently, or are projected to be, in especially high demand (21st Century Jobs). The City will determine the essential requirements for these positions and may collaborate with Departments and HOPE to determine if additional training is required for their staff. If any jobs are deemed

at risk, the City will identify training and other activities that may provide the endangered jobs incumbents an opportunity to compete for other jobs that are not in the at-risk groupings. Where appropriate, relevant training will be made available, and provided for as in the Layoff section (12.03) of this Agreement, to assist the endangered jobs employees in competing for other jobs within the City.

12.05 **Vacation**

Vacation shall continue to be accrued in the matter established in City of Houston Code of Ordinances, Chapter 14, Section 14-170, but that;

A. Except as provided in item (B) below, accruals of vacation time shall be limited to a maximum of 420 unused hours.

B. Persons who were actually employed by the City on October 1, 2003, and who have a commencement date for vacation benefits purposes that is prior to January 1, 2000, shall be subject to an accrual limit of 840 unused hours for so long as they remain continuously employed by the City without a gap in service.

Although an employee may accrue vacation up to the maximum hours reflected above for the purposes of vacation absence, under no circumstance shall an employee, upon leaving employment of the City, be paid for accumulated vacation in excess of 360 unused hours or 720 unused hours for persons subject to section (B) above. All other provisions of 14-170 shall remain unaffected by this article.

12.06 **Paid Time Off (PTO)**

Within 30 days after the effective date of this Agreement, the parties shall establish a task force consisting of equal number of representatives from the City and HOPE, which shall explore the feasibility of adopting a Paid Time Off (PTO) program to replace or modify the current vacation and sick leave programs offered. The PTO task force shall have a goal of making a recommendation by March 31, 2019 with the goal of implementing a PTO program by September 1, 2019.

12.07 **HPD Cadet Leave Accruals**

For all employees hired as cadets in the Houston Police Department after the date of ratification of this Agreement, the City shall award PTO in lieu of compensable sick and vacation. PTO shall be awarded biweekly at the rate of 120 hours annually. If separated prior to becoming a sworn probationary officer, PTO is compensable at 10% of total value. In all other respects PTO, including PTO for re-hires and municipal reclassifications, shall be governed by and compensable pursuant to the terms of the then-current Meet and Confer agreement between the City and the Houston Police Officer's Union.

12.08 **Licenses and Certifications**

Upon HOPE's written request, the HR Director shall provide to HOPE a written report of all licenses or certifications required as minimum qualifications for any classification before the expiration of this Agreement.

12.09 **Training Resources**

The City of Houston continues to be committed to development of a well-trained and highly skilled workforce. To that end, for each year of this Agreement, the City shall prepare a year-end report to HOPE identifying all courses offered in the Talent Management System and a description of each course that was offered in the relevant calendar year. The City commits to a comprehensive discussion with HOPE regarding the City's offered courses and will work with HOPE to identify additional courses that would enhance the provision of City services. The City commits to continued dialogue in response to training needs identified by HOPE during the term of this Agreement.

Article 13 CONTRACT DISPUTE PROCEEDINGS

The parties agree that from time to time, disputes may arise as to the interpretation of the terms of this Agreement or its application to specific circumstances or individuals. In order to resolve such disputes timely and efficiently without proceeding immediately to litigation, the parties agree:

A. Unit Members' (UM) dispute(s) for which the City has an established formal process for redress, shall be resolved exclusively through such process;

B. UMs dispute(s) that arise(s) by virtue of a provision of this Agreement not existing otherwise by statute, ordinance, policy or outside of this Agreement in statutory proceedings shall be resolved exclusively through the Alternative Issue Resolution Process set forth below. More specifically these include only the following provisions set out in this Agreement:

Article 3, Non-discrimination, paragraph 2.

Article 5, Wellness Committee

Article 6, Safety Committee

Article 7, New Employee Orientation

Article 8, Bulletin Boards and Electronic Communications

Article 9, Union Issues

Article 10, Compensation (excluding non-exempt comp/overtime issues and holiday pay),

Article 11, Health Benefits

Article 15, Management Rights; and

C. a dispute as to the proper interpretation of any term of this Agreement, and for which there clearly is no existing process or procedure in statutory proceedings may be brought only as a contract dispute by HOPE as the SEBA through the Agreement Dispute Procedures (Contract Dispute) set forth below. The City may utilize the Agreement Dispute Procedures below to address any dispute as to HOPE's interpretation of the terms of this Agreement.

It is the intent of the parties to continue using formal procedures in existence prior to the effective date of this Agreement except in instances where possible redress does not exist otherwise by statute, ordinance, etc.

13.01 **Alternative Issue Resolution Process (AIRP)**

This procedure is the exclusive remedy for redress of alleged violations of only those terms established by this Agreement as applied to individual UMs for which there is clearly no existing process or procedure in statutory proceedings and/or that are not contract interpretation issues that are exclusively addressed in Section 13.02 below. Eligible claims may be brought by individual UMs and/or HOPE as the SEBA. City employees may be designated as HOPE Representatives through the HLP process in Section 9.01 herein for purposes of representing a UM at these proceedings.

The parties agree that individual or collective claims (claim) of UM arising from the same nucleus of facts and brought pursuant to this provision will be prosecuted in accordance with the following procedures:

AIRP Step One

A. A claim subject to this provision shall be filed within 30 calendar days of the occurrence of the act(s) which serve(s) as the basis(es) for the challenged Agreement term, or of the date when the filing party reasonably should have become aware of such occurrence, whichever is later. The Step One Alternative Issue Resolution Process claim must be filed by the UM/HOPE as AIRP claim(s) at Step One with the Grievance Coordinator of the department that employs the affected UM(s)/HOPE on an approved AIRP Step One form provided by the City.

B. Once filed, the Department Grievance Coordinator will arrange a meeting between the UM/HOPE and the immediate supervisor or another supervisor in the chain of command who might better resolve the disputed issue at this step, to be concluded no later than 30 calendar days after the date on which the claim was received. If the meeting is not concluded within the 30 calendar days, the UM/HOPE shall proceed automatically to Step Two.

1. Regardless of the outcome of the Step One meeting, the immediate supervisor or appropriate party that conducted the meeting shall respond in writing not later than 10 calendar days after the date on which the meeting was concluded. The response must include the

supervisor's (or appropriate party's) evaluation of the challenged term and proposed resolution(s), if any. The proposed resolution must be within the authority of the supervisor or approved by the Department Director. The written response shall be provided by the Grievance Coordinator to the UM/HOPE by personal service or certified mail.

2. The UM/HOPE has 10 calendar days to accept or reject the proposed resolution. If rejected, the UM/HOPE must file an AIRP Step Two Request form to continue to pursue the claim. The Grievance Coordinator must receive the completed AIRP Step Two request form within the same 10 calendar days after the date on which the UM/HOPE was served with the proposed resolution from Step One.

AIRP Step Two

A. The Grievance Coordinator shall arrange an AIRP Step Two meeting between the UM/HOPE, the immediate supervisor and/or the appropriate parties from Step One and the Department director or a designee of at least an assistant director level or the equivalent selected by the Department director.

B. The AIRP Step Two meeting must be concluded no later than 45 calendar days after the date on which the Step Two request was received by the Grievance Coordinator. If the meeting is not concluded within 45 calendar days, the UM/HOPE has (10 calendar days to request that the claim

automatically proceed to Step Three without a Step Two meeting. The request must be filed with the Civil Service Coordinator at the HR Department.

C. Within 10 calendar days after the date the AIRP Step Two meeting concludes, the Department Director or designee who conducted the Step Two meeting shall provide a written response to the UM/HOPE together with proposed resolution(s) to the Grievance Coordinator who shall be responsible for service of the response on the UM/HOPE. Any proposed resolution must be within the authority of the Department Director or designee. If no written response is submitted by the Department Director/designee within the time allowed, the Grievance Coordinator will have an additional 10 calendar days to forward the claim file to the HR Civil Service Coordinator to schedule the mandatory dispute resolution process. Notice will be given to the UM/HOPE and the Department Director/designee that the matter was automatically referred to Step Three.

D. The UM/HOPE shall have 10 calendar days from the date of service by the Grievance Coordinator to accept or reject the proposed resolution(s). A completed AIRP Step Three Request for Dispute Resolution form obtained from the HR Department must be received by the HR Civil Service Coordinator on or before the 10th calendar day following service of the Step Two Response on the UM/HOPE. If the UM/HOPE fails to timely file a Step Three Request for Dispute Resolution, the claim prosecution shall cease. The HR Civil Service Coordinator shall notify the Department Director when

a Step Three Request is filed so that the Department can participate at Step Three. A Legal Department representative will participate in the selection of a mediator and the Step Three dispute resolution process agreed to herein on behalf of the Department. The parties agree that these Step Three proceedings shall be conducted in accordance with the Governmental Dispute Resolution Act (Texas Government Code, Chapter 2009.001 et seq. and the Texas Alternative Dispute Resolution Act, Section 154.001 et seq., Texas Civil Practice and Remedies Code).

AIRP Step Three

A. Once the UM/HOPE files a Step Three Request, the parties shall proceed to non-binding mediation and select a certified mediator through a process of mutual agreement. All costs of the mediation shall be equally shared by both parties.

B. The mediation shall be scheduled and conclude within 45 calendar days of the date the Step Three Request is filed. This period may be extended if the mutually agreed-upon mediator's schedule cannot accommodate scheduling within the 45 day period, but may not extend beyond an additional 30 calendar days (maximum of 75 days). If the selected mediator cannot accommodate scheduling the mediation within 75 days, another mediator will be selected by mutual agreement.

C. If the matter is mediated and cannot be resolved, the mediator shall determine when such impasse occurs and shall inform the parties of such determination, except that the impasse shall be deemed to occur 90 days

from the date the Step Three Request was filed if not resolved in that time. No report or decision shall issue from the mediator. The parties shall be informed in writing that no resolution was reached and an impasse occurred.

D. If the mediation is successful and a settlement is reached, the parties shall jointly record their agreement in writing. All agreed terms must comply with City and/or departmental policies and this Agreement and be within the authorization of the Department Director. The agreement shall reflect the agreement of the parties by the execution of the UM and/or HOPE, the City Representatives and the Mediator.

E. If the parties could not reach a settlement or agreement, there will be no further administrative review. The UM/HOPE may elect to proceed through any further legal proceeding(s) allowed by law.

13.02 Agreement Dispute Procedures (Contract Dispute)

13.02.01 Phase I Pre-Dispute Notice; Informal Resolution

Before a contract dispute as described in Article 13.02.02 is formally filed, the SEBA or the City (represented by the Mayor) may elect to proceed with this optional informal procedure. If selected, the process is initiated by a "Notice of Intent to Dispute" (Notice) pursuant to this Agreement on an approved form provided by the City specifying the factual and legal basis for the disputed Agreement interpretation. The Notice shall be filed no later than 30 calendar days after the occurrence of the act(s) which serve as the basis(es) of the dispute or the

date after the party filing such contract dispute should reasonably have become aware of such dispute, whichever is later. Notices to the City are to be filed with the Department Director/designee of the affected UM(s) Department. Notices to be filed with HOPE are to be served on the President of HOPE at the HOPE office. HOPE will notify the HR Director in writing of any change in its office address.

A. The responding party may have up to a 21 day "consultation" period from the date of filing of the Notice to amicably resolve any contract interpretation dispute without the moving party having to initiate the formal dispute procedure set out below.

B. If the matter is not amicably resolved within the consultation period, the moving party shall then have an additional 10 days to file a formal dispute in accordance with the procedures set out below.

C. Participation in Phase I is encouraged, but not mandatory.

13.02.02 **Phase II Formal Dispute Process**

Unless Phase I is instituted, a contract dispute must be brought within 30 calendar days of the occurrence of the act(s) which serve as the basis(es) for the interpretation dispute, or the date on which the party filing such contract dispute should reasonably have become aware of such dispute, whichever is later. The filing party shall initiate Phase II by filing in accordance with B below.

A. If the Phase I informal resolution process in 13.02.01 above is utilized and the moving party files a timely Notice thereunder, the 30 day period set out in this section is abated and extended for an additional 30 days (maximum

of 60 days) from the date of the occurrence of the act(s) or the date on which the filing party should reasonably have become aware of such occurrence, whichever is later, in order to allow for an informal resolution to the dispute and preserve the ability to challenge.

B. Any Phase II formal contract dispute must be filed on an approved form provided by the City, with the HR Department, Civil Service Coordinator, 4th Floor, 611 Walker, Houston, Texas, 77002, and must specify with sufficient detail, the law, the disputed contract term, and the allegations and/or facts that form the basis of the disputed interpretation.

C. At each phase of the contract dispute process, HOPE may be represented by up to two (2) representatives and an attorney. The affected UM(s) may, but is (are) not required to be present. A City employee may be appointed as a Hope Representative to participate in these proceedings pursuant to HLP authorization and leave in section 9.01 herein or HOPE may appoint a non-city employee as its representative.

D. Once a Phase II contract dispute is timely filed, the following procedures shall apply:

1. The HR Director shall designate one or more persons (which may include the Office of Inspector General) to investigate the facts of the disputed interpretation. Up to 14 calendar days shall be allowed for this investigative process, unless the issue is so complex as to require additional time, in the opinion of the HR Director, not to exceed an additional six (6) days.

2. The HR Director will hold a meeting with HOPE's designated representative(s) within 21 calendar days of the filing of the Phase II formal contract dispute. The purpose of the meeting is to review the investigative results, candidly discuss the issue(s) that serve(s) as the basis for the disputed interpretation of the contract term and determine whether any possible resolution is feasible and could be recommended to the Mayor. The HR Director may include in the meeting any resources (HR, Legal, etc.) that may assist in resolving the dispute.

3. Following the conclusion of the meeting, the HR Director shall have up to seven (7) calendar days to provide the Mayor a summary of the dispute, its factual basis, and a recommended resolution or course of action.

4. The Mayor shall have up to an additional 15 calendar days after receipt of the HR Director's recommendations to issue a proposed resolution to the contract dispute. The resolution proposed by the Mayor shall be served on HOPE as expeditiously as possible, but not later than 15 calendar days after receipt of the HR Director's recommendations. If the Mayor fails to timely propose a resolution within this 15 day time period, HOPE may automatically elect to proceed to Phase III.

5. Following receipt of the Mayor's proposed resolution, HOPE shall have up to 10 calendar days from receipt of the Mayor's proposed

resolution to accept or reject the proposed resolution by means of a written notice of acceptance or rejection filed with the HR Director. If accepted, the City shall implement the proposed resolution as expeditiously as possible in compliance with all applicable laws, rules and requirements. If rejected, HOPE must concurrently elect whether to proceed to mediation initially or directly to arbitration and file a request for a mediator or arbitrator within the same 10 calendar day time period.

13.02.03 **Phase III Arbitration or Mediation**

A. If HOPE elects to proceed to mediation initially, a request for mediation shall be filed with the HR Department Civil Service Coordinator at 611 Walker, 4th Floor, Houston, Texas 77002. HOPE and the City shall then choose a mediator from a list of seven (7) mediators to be immediately requested by the parties from the Federal Mediation and Conciliation Service (FMCS) by alternatively striking the names of the mediators until one remains.

B. Should HOPE elect to proceed directly to arbitration, the City and HOPE will select an arbitrator by immediately requesting a list of seven (7) arbitrators from the FMCS and alternatively striking the names of the arbitrators until one remains.

C. The arbitration or mediation shall occur at a time mutually convenient to the parties and the arbitrator or mediator within 45 calendar days of the date the Phase III request is filed. This period may be extended if the mediator

or arbitrator's schedule cannot accommodate scheduling within 45 days, but may not extend beyond an additional 30 calendar days.

1. If the selected arbitrator or mediator cannot accommodate scheduling the mediation or arbitration within 75 days, another arbitrator or mediator shall be appointed using the same process.
2. Only one continuance may be granted per side and only for good cause as determined by the mediator or arbitrator. Each continuance may not exceed an additional 14 calendar days.

D. All costs of mediation or arbitration are to be split equally between the City and HOPE.

E. 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, except that impasse shall be deemed to occur after 90 days from the date the mediation is scheduled. If mediation fails, and either party wishes to continue, either party may elect to proceed with arbitration utilizing the arbitrator selection process and method set out above. The election to proceed to arbitration must be made and filed within seven (7) calendar days after the mediator declared impasse. The same time lines governing mediation will apply to the arbitration once the election to arbitrate is made.

F. If arbitration is the elected preference, either immediately or after mediation, the arbitrator must issue proposed findings of fact and conclusions of law and a recommended award within 30 calendar days of the close of the

hearing. Either party may file an appeal to a state or federal district court for fraud, collusion, violation of public policy or that the arbitrator exceeded his/her jurisdiction or authority. Absent such an appeal, the arbitrator's decision/award is final and binding.

G. If the matter is resolved through mediation, or if arbitrated and neither party appeals the recommended award, on the grounds set out in F. above, the resolution shall be implemented as expeditiously as possible in compliance with all applicable laws, rules and regulations.

H. In the event a contract dispute is filed by the City, the above described timelines and procedures shall apply obversely to HOPE (and its President instead of the Mayor).

Article 14 EMPLOYEE DISPUTE RESOLUTION PROCEEDINGS

14.01 Employee Grievances

A civil service employee who feels aggrieved may exercise the provisions of this article. This article shall supersede the grievance provisions and processes of the City of Houston Code of Ordinances Chapter 14, Sections 14-50 through 14-55, and 14-55.2.

14.01.01 Grievable Issues

An aggrieved employee or a DUR may file a grievance of:

A. Non-selection for a promotion to a referred position; or

B. Hazardous working conditions not intrinsic to the job; or

C. Employee performance evaluations with an overall rating of less than meets expectations, which may include complaints of violations of employee performance evaluation processes; or

D. Failure to receive a performance evaluation if delayed more than six months; or

E. Failure to be paid overtime or compensatory time or bilingual pay, if eligible, appropriate, and worked; or

F. Written Reprimand (Houston Police Department only); or

G. Positive Corrective Action Level II ("Level II"); or

H. Decision Making Leave; or

I. Temporary suspension up to 15 calendar days (Houston Police Department only).

An employee may not file a grievance for any matter not specifically authorized above. The HR Director shall determine whether the grievance has been timely

filed, which department has jurisdiction, and whether the issue is a grievable issue pursuant to this article. If there is any doubt as to whether an issue is grievable pursuant to this article, a written request may be directed to the HR Director for a determination of grievability.

Discrimination and Retaliation: Any complaint which alleges discrimination in whole or in part, based on race/color, religion, creed, national origin, sex/gender, age, gender identity, sexual orientation, ethnicity, pregnancy, genetic information, veteran status, disability, or retaliation for filing a charge/claim of discrimination (discrimination factors) is not grievable through the grievance process and shall be handled in accordance with the City of Houston Code of Ordinances and other applicable Federal, State, and/or City policy.

14.01.02 **Grievance Committee**

The Grievance Committee ("Committee") shall be comprised of five (5) individuals.

The City and HOPE shall each designate two (2) City employees and one (1) alternate to act as Committee members. Members may be designated from time to time to serve indefinite or specified periods of time. Members shall be allowed a reasonable time off from regular duties to attend Step III hearings and such time shall not be charged against the members.

The remaining Committee position shall be filled by one (1) citizen member who shall, for each grievance hearing, be selected from a roster of established citizen members. The citizen member will act as chair of the Committee. Within 60 days of the effective date of this Agreement the City and HOPE shall identify at least six (6) individuals designated by the LMCC who shall be placed on the citizen member roster. A citizen member must be a current faculty member at an accredited law school in the City of Houston or should have experience teaching and/or practicing in the area of labor and employment law.

The HR Director shall alternately select names of the designated citizens in a blind drawing and the citizens shall be assigned to the roster by order of their random drawing. For any grievance hearing scheduled, the Grievance Coordinator shall assign the first citizen member on the established roster. There will be no deviation from this selection and assignment procedure.

A. Once established, the roster of citizen members and a record of assignments will be maintained by the HR Director for inspection and/or review during normal business hours.

B. If a selected member notifies the parties of an inability to attend the scheduled hearing for any reason, the grievance hearing shall be reassigned to the next citizen member on the roster.

Committee members shall undergo training to familiarize each member with the ordinances, policies, and practices relevant to duties as a Committee member. Training shall be conducted by the HR Department in conjunction with the Legal

Department. The union may be present and observe Committee member training sessions.

14.01.03 **Authority of the Committee**

The Committee shall meet on the first Tuesday of each month, unless there is no pending Committee business. In the event of emergency that precludes the attendance of the scheduled selected citizen member, the Committee may hold a specially scheduled hearing provided that all other notice provisions of this Article are met.

At each hearing, the Committee shall:

A. Review the current status of the grievance;

B. Determine the issues to be addressed and the extent to which evidence will be allowed;

C. Determine who will be allowed to present argument(s) and whether additional evidence will be admitted for good cause, if any; and

D. Review the Grievance Coordinator's record of the Step II meeting, hear the argument of the parties, and ensure that the proceedings follow due process and these rules.

E. Within 90 days of this Agreement, the HR Director shall make a recommendation on the Committee's rules of evidence, orders and procedures for the LMCC. The LMCC shall approve or modify the HR Director's recommendation on the Committee's rules of evidence, orders and procedures. Once the rules of evidence,

orders and procedures have been adopted by the LMCC, copies shall be provided to the Grievance Committee members and copies shall be provided to the parties of the grievance at the time of filing.

F. The parties to a hearing before the Committee shall be the grievant, his/her representative and the department by and through a departmental representative designated by the Department Director and a representative of the Legal Department on behalf of the subject department. Any Committee member within the grievant's chain of command or who had a decision making role in the subject of the grievance shall not be permitted to hear the grievance and shall recuse himself/herself.

G. The Committee shall impose a 15 minute time limit for each party to present its case and may further restrict presentation of the issues or the proceedings.

H. The authority and powers of the Committee are limited to that which is expressly provided in this article and rules of evidence, orders and procedures approved by the LMCC. The Committee may not exceed its jurisdiction or authority or recommend relief that is not otherwise authorized by this article or these rules of evidence, orders and procedures approved by the LMCC.

14.01.04 **Grievance Filing and Filing Period**

The HR Director shall appoint grievance coordinators in accordance with the City of Houston Code of Ordinances Chapter 14, Section 14-55.1 and shall designate one such grievance coordinator to be the City-Wide Grievance Coordinator. Grievances shall be in writing and received by the Grievance Coordinator within 30 calendar days (including weekends and official city holidays) after the occurrence of the action or inaction or the date on which the grievant knew or should have known through the exercise of reasonable diligence of the action or inaction for which the employee feels aggrieved. Grievance forms may be obtained from the Grievance Coordinator, and must be completed and signed with the grievant's signature (may not be signed by a representative or submitted via fax) and received by the Grievance Coordinator on or before the deadline. The date the grievance is filed shall be documented on the grievance form by the grievance coordinator. The City reserves the right to begin electronic filing and processing of grievances during the term of this Agreement. Before a new electronic process for filing and processing grievances may be implemented it must be jointly reviewed by the LMCC.

For grievable issues identified at 14.01.01, only non-selection for a referred position and overall evaluation of less than meets expectations, an employee may file a grievance in a department other than the one in which they are employed.

14.01.05 **Grievances Generally**

At each Step in these proceedings, the following shall apply: The presumption in favor of the departmental action mandated by the City Charter is rebuttable. The burden shall be on the grievant to support the grievance.

At all times, the department will give the grievant at least seven (7) calendar days' notice of any Step meeting unless a shorter period is mutually agreed upon.

At each Step of the process, the participants shall appear in person and fully, candidly and openly discuss the grievance in an effort to mutually resolve the disputed issues.

The grievant must submit the grievance on the appropriate forms provided by the HR Director with the grievant's original signature. The grievance form may not be signed by a representative or faxed to the grievance coordinator.

The grievant and department are required to mutually disclose non-privileged information, names of witnesses/persons with relevant knowledge, and provide documents to be used in the Step meetings at least 24 hours prior to the hearing to the Department's Grievance Coordinator. Failure by either party to disclose known witnesses/persons with relevant knowledge, documents or information may be grounds for exclusion/inclusion of such evidence, where appropriate.

The dates required herein for scheduling meetings/hearings may not be extended except where the failure to meet a date is the result of an authorized leave of absence or excused illness of the grievant, or the parties mutually and voluntarily agree in writing to extend the deadlines. Any extension granted must be reasonable and not unduly or unnecessarily delay the grievance process.

Upon mutual agreement, grievances by more than one grievant arising out of the same or similar fact situations may be consolidated and heard concurrently at the discretion of the department.

Grievances by the same grievant may be consolidated and heard concurrently at the discretion of the Grievance Committee at Step III.

The grievant and the department shall be allowed to have a representative present at any meeting or hearing authorized herein, though each shall be conducted so that the grievant may represent himself/herself if he/she so chooses. No representative need be a licensed attorney. Any representative must be in compliance with section 14-183(10) of the City of Houston Code of Ordinances, however this shall not prohibit a certified or probationary DUR from acting as the representative.

Grievance forms and related documents shall not be filed in a grievant's personnel file. Every reasonable effort shall be made to keep grievances and the documents related thereto from disclosure to persons without a need to know, except as required by state, federal or local law.

Neither Step I or II meetings nor Step III hearings shall be open to the public.

In each Step of the grievance process, the grievant shall be allowed a reasonable time off from his regular duties to file his grievance and to attend Step I or II meetings or a Step III hearing thereon, and such time off shall not be charged against the grievant. Such allowed time does not include time for preparation, meetings with witnesses or representatives, drafting responses or gathering evidence, etc. At its discretion, the department may provide an alternative work schedule or overtime as needed to accommodate the grievant's attendance at Step meetings or hearings.

If a grievant fails to appear at Step I or Step II in the grievance process, the Grievance Coordinator shall refer the grievance to the HR Director, who shall make a determination on whether or not the grievance process shall be halted and processed no further.

If a grievant's employment with the City ceases, regardless of the reason, while a grievance is pending at any Step proceeding, the grievance shall become moot

and all further processing shall be discontinued, except that any portions of a grievance alleging a failure to be paid compensatory or overtime for hours actually worked may continue to be pursued if desired by the grievant. If a grievant's employment ceases as a result of indefinite suspension, and the grievant has a pending grievance of a temporary suspension, decision making leave or an employee performance evaluation(s) with an overall rating of less than meets expectations, then the alleged misconduct which is the subject of the grieved discipline or employee performance evaluations(s) may be addressed during the appeal of the indefinite suspension, if any.

14.01.06 **Grievance Process**

The grievance process shall consist of three Steps:

STEP I: Supervisory Level

A. Upon receipt of a grievance, the grievance coordinator shall arrange a meeting between the grievant and the immediate supervisor or another supervisor in the chain of command who might better resolve the grievance at this Step, and/or other appropriate party(ies) to be concluded no later than 30 calendar days after the date on which the grievance was received. If the meeting is not concluded within (30) calendar days, the grievance shall proceed automatically to Step II.

B. No later than 24 hours before the meeting, the parties shall mutually exchange all documents reasonably related and relevant to the grieved issue through the Department's Grievance Coordinator.

C. The Step I and Step II may be combined if the parties mutually agree.

D. If the grievant's immediate supervisor is the Department Director, Steps I and II are automatically combined and considered concurrently. In such case, the Department Director shall meet with the grievant and shall not appoint a designee.

E. Regardless of the outcome of the Step I meeting, the immediate supervisor or appropriate party shall respond in writing not later than 10 calendar days after the date on which the meeting was concluded. The response must include the supervisor's evaluation of the grievance and proposed resolution(s), if any. Any proposed resolution must be within the authority of the supervisor or approved by the Department Director.

F. The supervisor or appropriate party shall submit the completed written response to the Grievance Coordinator. The Grievance Coordinator shall forward the supervisor's response to the grievant with a copy to the Department Director. The response shall be either personally delivered by the Grievance Coordinator to the grievant or be served by certified mail, return receipt requested to the last address of record provided by the grievant on the Step I grievance form.

G. If no written response is submitted by the supervisor or appropriate parties within the 10 calendar days following the conclusion of the Step I meeting, the Grievance Coordinator shall have an additional

10 calendar days to automatically schedule a Step II meeting. Notice shall be given to the grievant, the Department Director/designee and the supervisor. A supervisor or appropriate party who fails to comply with the requirements of this section or to do so timely, may be subjected to corrective action.

H. An untimely filed response may be accepted at the discretion of the grievant, but will not avoid the automatic referral to Step II unless the grievant requests that the grievance be withdrawn.

I. Proposed resolution(s) for each grievance by a supervisor or appropriate party must be accepted by the grievant entirely or not at all. If the proposed resolution is rejected, the grievant may file a Step II grievance form with the grievance coordinator. If the grievant fails to timely file a Step II grievance form, the grievance process is terminated. If the grievant accepts the proposed resolution(s), the department must implement the proffered resolution(s).

STEP II: Director Level

A. To continue the grievance, the grievant must reject all of the proposed Step I resolution(s), specifying reasons for the rejection on the Step II grievance form. The completed Step II grievance form must be received by the grievance coordinator no later than the 10th calendar day after the date on which the grievant was served with the supervisor's response. If certified mail is used to give the Step I

response to the grievant, the Step II grievance form still must be received no later than the 10th calendar day after the date the Step I response is mailed.

B. At Step II, an employee may request the presence of other City employees as witnesses on their behalf by indicating on the Step II appeal form at the time the Step II grievance form is filed with the name of each witness requested and the testimony anticipated by each witness. Prior to the Step II meeting, the Department Director, or his/her designee, will identify the approved witnesses and authorize their appearance at the Step II meeting by providing a notice of appearance to the witness employee, and a copy to the grieving employee and the grievance coordinator. Notice of appearance must be provided to the witness employee and the grieving employee at least three (3) days prior to the Step II meeting. Upon presentation of the notice of appearance, city employees will be allowed reasonable time for travel and participation at Step II meetings and, if city employees, will be compensated (regular or overtime hours, as appropriate) by the department.

C. The Grievance Coordinator shall arrange a Step II meeting between the grievant and the Department Director or a designee of at least an assistant director level (or the equivalent). If the grievant's immediate supervisor is the Department Director, the combined Step I and II

meeting shall be with the Department Director and may not be held with a designee from any level.

D. No later than 24 hours before the scheduled Step II meeting, both parties must mutually exchange through the Grievance Coordinator, any additional non-privileged documents not previously disclosed or discovered through the exercise of reasonable diligence or provided at Step I which are related to the grievant and reasonably related to his grievance or the grieved issue. Documents or information indirectly related to the grievant or his issue or related to other employees may be disclosed at the discretion of the department and the grievant respectively.

E. A digital recording shall be made of the meeting by the department.

F. All evidence submitted to the director shall be marked as an exhibit.

G. The record of the meeting, including the department's digital recordings and exhibits, shall be maintained in the grievance coordinator's record.

H. The parties to a meeting before the Department Director, or designee, shall be the grievant, his/her representative and a departmental representative. A representative of the Legal Department shall serve as advisor to the Department Director or the designee. Other persons who may attend include fact witnesses, appropriate supervisory personnel, and any other persons necessary for a fair determination of the grievance.

I. Persons to be called as witnesses may be excluded from the room during the taking of testimony upon the request of either party.

J. Witnesses may be presented by either party. There shall be no cross examination. This shall not, however, prevent examination of the witness by the Department Director or designee.

K. The Step II meeting must be concluded no later than 45 calendar days after the date on which the Step II grievance form was received by the Grievance Coordinator. If the meeting is not concluded within 45 calendar days, the grievant has 10 calendar days to request that the grievance proceed to Step III without a Step II meeting. Such a request must be filed with the Grievance Coordinator.

L. Within 10 calendar days after the date the Step II meeting concludes, the Department Director or designee who conducted the Step II meeting shall provide a written response to the grievance issues together with proposed resolution(s) to the Grievance Coordinator who shall be responsible for service of the response to the grievant.

M. Any proposed resolutions must be within the authority of the Department Director or designee.

N. If no written response is submitted by the Department Director or the designee within the 10 calendar days following the conclusion of the Step II meeting, the grievance is granted, provided that the relief granted does not conflict with the City's Charter, Code of Ordinances, and/or any Federal, State or City policy.

O. An untimely filed response may be accepted at the discretion of the grievant.

P. Proposed Step II resolution(s) must be accepted by the grievant entirely or not at all. If the grievant accepts the proposed resolution(s), the department must implement the resolution(s).

STEP III: Grievance Review Committee

A. The completed Step III request for grievance hearing form must be received by the Grievance Coordinator on or before the 10th calendar day following service of the written Step II department response. If the grievant fails timely to file a Step III request, as determined by the HR Director, the grievance process is automatically terminated.

B. The Grievance Coordinator shall schedule the grievance for hearing at the next regularly scheduled meeting of the Committee.

C. The Grievance Coordinator shall notify the department when a Step III request is filed and serve notice of the scheduled hearing date and time to the grievant and the department at least 15 calendar days before the hearing. If the Grievance Coordinator cannot provide notice within 15 calendar days of the next regularly scheduled meeting of the Committee, the grievance shall be heard at the following meeting of the Committee scheduled thereafter. Once notified of appeal, the Department's Grievance Coordinator shall

promptly provide a copy of the Step II record to the Grievance Coordinator.

D. The Step III request for review form must include all of the reasons for the request, all agreed facts and issues through Step II and may include a statement in support of the issues and/or a proposed resolution together with all supporting documentation and justification for the request. A copy shall be served upon the opposing party by the grievance coordinator.

E. The opposing party may file a response in support of the determination and/or a proposed resolution together with any agreed issues and/or facts and all supporting documentation and justification to be served upon the Committee and all opposing parties at least seven (7) calendar days before the scheduled commission review. No reply statement is allowed by the filing party.

F. If the grievant fails to appear at the hearing, the Committee shall dismiss the grievance.

G. Review by the Committee shall be limited to the issues articulated and evidence presented at Step II, unless that evidence is shown to have been unavailable at the time of the Step II. No new evidence may be submitted or introduced by any party at Step III except for good cause shown.

H. After the close of evidence and the arguments of the parties, if any, are allowed, the Committee may rule immediately into the record or

take the matter under advisement. In either case, the Committee shall record the decision to affirm, reverse, or modify the Department Director's determination on a form promulgated by the HR Director within five (5) calendar days after the date the hearing concludes. A decision to modify an employee performance evaluation must provide for the specific category of rating to be adjusted. If the Committee finds that the employee performance evaluation processes articulated in the City policy have been violated during the administration of the employee's challenged performance evaluation, then the Committee may order retraining of the supervising authority who administered the evaluation.

I. The decision of the Committee shall be final.

14.02 **Employee Concern Resolution Program**

Each Department of the City shall institute an Employee Concern Resolution Program (ECRP) with written procedures and forms to address the eligible concerns of any employee.

14.02.01 **ECRP Coordinator**

A. The HR Director shall designate ECRP Coordinators for each department who shall be responsible for processing and maintaining ECRP records. ECRP records shall not become a part of an employee's personnel record. Every reasonable effort shall be made to keep the ECRP complaint and its related documents from disclosure to persons without a need to know, except as required by State, Federal, and local law. Upon written request, the HR Director shall provide HOPE with a list of ECRP Coordinators.

B. ECRP Coordinators shall in no way act or function as an employee advocate or serve to provide legal advice of any kind to employees.

C. The Coordinator shall provide a statistical report of departmental ECRP activities to the HR Director on a quarterly basis. Reports shall be due on January 15, April 15, July 15, and October 15. The format and content of reports shall be determined by the HR Director. HOPE shall be entitled to receive an electronic copy of any such report at no cost upon written request.

14.02.02 **ECRP Committee**

A. Each Department Director shall establish an ECRP committee consisting of at least three municipal employees of the department. The highest level manager shall be the chair of the committee.

B. Any ECRP Committee member who had a decision making role in the subject of the ECRP or is the subject of the ECRP shall not be permitted to hear the ECRP and must recuse himself/herself.

14.02.03 **Eligible Concerns**

A. An employee may seek review of reasonable concerns, problems, and disputes of a factual nature that can be resolved within the department. These may include, but are not limited to, supervisor conflicts, Houston Employee Assessment and Review (HEAR) with an overall rating of meets expectations or above, and/or work assignment and other issues.

B. The following are not eligible for ECRP review:

1. Matters expressly identified as Grievable pursuant to the City of Houston Code of Ordinances 14-50 and Article 14.01.01 (Grievable Issues) of this Agreement.
2. Discrimination and/or sexual harassment complaints
3. Retaliation for filing a discrimination or sexual harassment complaint
4. "Whistle Blower" complaints

5. Matters which are subject to appeals at the Civil Service Commission, including, but not limited to, appeals of indefinite suspensions, removals and demotions.
6. Reviews of temporary suspensions
7. Performance Improvement Discussions (PID)
8. Salaries, raises, performance incentive plan (PIP)
9. Non-referral complaints by job applicants
10. Job classification challenges
11. Actions taken pursuant to AP 2-2
12. Alcohol and drug test results or procedures
13. Salary continuation
14. Layoffs or reduction in workforce issues
15. Denial of Family Medical Leave Act (FMLA) leave requests/complaints
16. Terminations during probation
17. Allegations of criminal misconduct/Office of Inspector General (OIG) investigations
18. Any issue cited or addressed in a prior ECRP filed by the same employee
19. City/Departmental policy.

14.02.04 **ECRP Process**

A. Prior to submitting a formal ECRP concern, the employee shall attempt to discuss his/her concern with his/her supervisor to attempt to resolve the issue.

B. An employee shall file a concern with the ECRP Coordinator no later than 15 days from the date of the action or inaction giving rise to the concern. The completed ECRP form with the employee's original signature must be received by the ECRP Coordinator on or before the mandatory deadline.

C. Upon receipt of the ECRP form, the ECRP Coordinator will review the concern to determine whether it is timely and can be appropriately addressed within the ECRP. If the matter is determined to be untimely or ineligible for resolution through ECRP, the ECRP Coordinator shall provide the employee written notice within five (5) days of filing.

D. Either the ECRP Committee or the Department Director may close without resolution any concern filed which is later determined to be outside the jurisdiction of the ECRP Committee or the Department Director, is untimely filed, is inappropriate to be addressed through this process, or if the employee is not actively pursuing resolution.

E. Employees who have concerns arising out of the same or similar fact situations, or an employee who files more than one concern, may request to have ECRP meetings consolidated. The ECRP Committee may, at their discretion, elect to either combine the concerns or hear the concerns separately.

F. The employee(s) filing the concern shall be given at least two (2) calendar days' notice of any ECRP Committee review meeting of the concern unless a shorter time is mutually agreed upon.

G. The burden of proof shall be on the employee filing the concern.

H. The employee may have a representative of his or her choosing present at the meeting, but the representative may not be another City employee, unless the representative is a certified or probationary DUR.

I. The employee filing the concern may, at the time of filing, request the attendance of fact witnesses only. The actual attendance or testimony of witnesses shall be at the discretion of the ECRP Committee. The time off for approved witnesses will be considered City Business. The maximum number of witness that may be approved is five (5).

J. ECRP review meetings shall not be open to the public.

K. Participants shall not record ECRP review meetings.

L. Within 30 days from the filing of the ECRP, the ECRP Committee shall convene to hear the concern(s). Each participant at the review meeting shall appear in person and to fully, candidly, and openly discuss the concern(s) in an effort to mutually resolve the issue. This meeting shall not exceed a one (1) hour time limit. Within five (5) calendar days of the meeting, the ECRP Committee shall make a written response and recommendation for resolution. If the ECRP Committee finds that the employee performance evaluation processes articulated in the City policy have not been followed during the administration of the employee's

challenged performance evaluation, then the ECRP Committee may recommend retraining of the supervisor who administered the evaluation.

M. If the ECRP Committee's recommendation does not resolve the employee's concern, the employee within five (5) days from the date of the ECRP Committee's written response, may file a request with the ECRP Coordinator, seeking the Department Director's review of the ECRP Committee's recommendation. The Department Director may then accept the Committee's recommendation, modify, or deny it and order an alternate final resolution.

N. The final determination of a concern will rest with the Department Director. There shall be no further appeal.

O. It shall be a violation of the Civil Service rules and regulations for any supervisor to take any retaliatory action against any employee for utilizing or participating in any part of the ECRP.

P. Disciplinary action is not suspended by an employee's participation in this program. Any disciplinary action taken after an employee filed a concern does not necessarily constitute retaliation.

Q. If an employee who filed a concern is separated from employment while the concern is pending, the concern shall become moot and all further processing shall cease.

R. An employee shall be allowed a reasonable time limit off from his regular duties to file his concern and to attend the meeting, and such time off shall not be charged against the employee. Such time off does not include time

for preparation, meeting with witnesses or representatives, drafting responses, or gathering evidence, etc.

This article shall supersede City of Houston Code of Ordinances Chapter 14, Section 14-55.7(1)(a)-(c).

Article 15 MANAGEMENT RIGHTS

15.01 **Management Rights**

HOPE expressly agrees that all management rights, including but not limited to, all management rights that currently or ordinarily vest in and/or are exercised by the City or the Mayor, except those that are clearly and expressly relinquished herein by the City, shall vest exclusively in and be exercised by the City and/or the Mayor. Except to the extent clearly and expressly relinquished herein by the City, the City shall retain all powers, duties, and rights established by Texas Constitutional provisions, state statutes, City Charter, City Ordinances and other sources of state, federal or local law, whether or not expressly articulated in Mayor's Policies, Executive Orders or Administrative Procedures, as well as departmental rules, orders, policies and procedures.

15.02 **New Initiatives**

The City reserves and HOPE recognizes the City's right, by and through its official administrator, the Mayor, (1) to create new initiatives to increase the quality and efficiency of the public services delivered by the City including (for illustration purposes only) compensation programs such as, but not limited to, new compensation incentive programs/policies, hurricane/emergency compensation plans, extraordinary achievement pay, special assignment pays and other forms of compensation, compensation plans and/or incentives, and (2) to establish, modify and enforce reasonable rules, regulations, programs, policies, procedures and directives or (3) to establish new or alternative ways of meeting the need for public services and operational needs to supply City services including duty hours, schedules, shifts, overtime, etc. not currently in existence as of the

effective date of this Agreement in order to conduct the mission of the City as it exists now or in the future. However, the City also recognizes that employees should have input into such initiatives and should consider any negative effects such measures may have on employees. Such changes shall not be discriminatory on the basis of race, creed, color, religion, age, gender, disability or sexual orientation and should be reasonably related to the efficient and economical operations of affected departments or services provided and must not conflict with any state, federal or local law (unless amended), governmental regulation or any provision of this Agreement. The City further agrees to allow the LMCC to review and comment on proposed City wide initiatives, regulations, etc. for discussion, input and insights as well as mutually identified recommendations for improvement before implementation. The City further agrees that, except in cases of emergency, the City will present new initiatives to the LMCC for review and comment at least 45 days before implementation. Any other rights, powers, authority the City had prior to the effective date of this Agreement are retained by the City or the Departments except for those which are clearly and specifically relinquished in this Agreement.

Article 16 COMPLETE AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters related to hours, wages, and other terms and conditions of employment properly within the purview of Meet and Confer. After several months of conferring, this Agreement constitutes the full and complete agreement of the parties herein and there are no other terms, conditions or agreements, oral or written, except as specified in this Agreement. Each party, for the term of this Agreement, specifically waives the right to demand changes herein, whether or not the subjects were known to the parties at the time of bargaining, execution and adoption as proper subjects of Meet and Confer negotiations, except as specifically authorized within the Agreement regarding opportunities to reopen.

Article17 PREEMPTION

Pursuant to Chapter 146, Section 146.017, upon ratification and during the term of this Agreement, any provisions of this Agreement preempt, to the extent of any conflict only and specifically, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by this state or the City, including the Civil Service Commission for Municipal Employees, other than a statute, ordinance, executive order, civil service provision, or rule regarding pensions or pension-related matters. However, to the extent not expressly preempted by this Agreement, all rights provided to employees as UMs by state laws, including Chapter 146 TLGC, all other state statutes, including the Texas Constitution, City Ordinances, City Charter, Executive Orders, Administrative Procedures, Mayor Policies, departmental and City rules and regulations, including civil service rules, shall remain in full force and effect unless changed by subsequent legislation, court order or judgment or Mayoral action. This Agreement does not supersede any federal laws or the federal jurisdiction of any United States District Court or Court of Appeal. No UM waives any right(s) under federal laws.

Article 18 SAVINGS CLAUSE

The parties believe and fully intend for every provision of this Agreement to be legal, valid and enforceable. Should any provision or the application of any provision of this Agreement be rendered, found or declared to be inoperative, void or invalid by a court of competent jurisdiction, or by reason of subsequently enacted legislation, all remaining portions and all other individual provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the further intention of the parties that no portion of this Agreement or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Article 19 TERM

Chapter 146 TLGC requires ratification of this Agreement by both the majority of HOPE members and City Council. Once both procedures are completed, this Agreement becomes effective on the date countersigned by the City Controller as set forth in the City Ordinance approving and authorizing this Agreement and shall remain in full force and effect through June 30, 2021.

Article 20 AMENDMENTS

This Agreement may not be changed or altered in any manner except by mutual agreement of the parties. This Agreement may be amended by written amendment signed and dated by the Mayor and the Association President provided that such amendments may not result in an expenditure of more than $50,000, and may involve operational changes. This is not to prohibit amendments that may result in cost savings to either party.

Article 21 RATIFICATION AND REPEAL

This Agreement being made under Chapter 146 TLGC, 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 146, or by local law, whichever applies, and the HOPE membership ratification process. It is further 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.

SIGNED: Date: June 8, 2018

For the City:

Alisa M. Franklin-Brocks

Chief Negotiator for the City

Jane E. Cheeks

HR Director

For HOPE:

By:

Chris Fox, Chief Negotiator

By:

Melvin Hughes, President

Jere Talley, Vice President, HOPE

Gary Simmons, Executive Director

Roy Sanchez, Treasurer, HOPE

Sandra Otoya, Secretary, HOPE

Agreed to this _____ day of _____, 2018, to be effective on the date countersigned by the City Controller following adoption of the City Ordinance approving and authorizing the City's participation in this Agreement (Effective Date).

City of Houston, Texas

By:_____

Sylvester Turner, Mayor

Houston Organization of Public Employees As the Sole and Exclusive Bargaining Agent for City of Houston municipal employees in the bargaining unit

By:_____

Melvin Hughes, President, HOPE

ATTEST/SEAL

By:_____

Anna Russell, City Secretary

COUNTERSIGNED BY:

By:_____

Chris B. Brown, Controller

Date Countersigned: 6-28-18

APPROVED AS TO FORM:

_____

Ronald C. Lewis

City Attorney