

General Order

Houston Police Department



ISSUE DATE:

January 13, 2021

NO.

300-04

REFERENCE: Supersedes all prior conflicting Circulars and Directives, and General Order 300-04, dated March 11, 2016

SUBJECT: COMPENSATION

POLICY

Classified employees shall be provided compensation according to the guidelines and procedures outlined in this General Order.

This General Order applies to classified employees only.

1 DETERMINATION OF COMPENSATION

Compensation of classified employees, including all specific allowances mentioned below, is determined by the current classified employees' Meet and Confer Agreement and its amendments and applicable City ordinances.

2 ALLOWANCES

Officers of the Houston Police Department may be provided compensation for the following authorized allowances:

Clothing. Officers who qualify for a clothing allowance as specified in the Meet and Confer Agreement and General Order 300-18, **Clothing Allowance**, will be paid semiannually.

Equipment. Each police officer shall receive an equipment allowance payable in equal biweekly payments. For new hires, the equipment allowance shall begin in the first full pay period after completion of the probationary period.

Motorcycle. Officers assigned to the Traffic Enforcement Division and who provide their personally owned motorcycle for department use shall receive reimbursement for expenses to operate and maintain said motorcycle.

3 ASSIGNMENT PAY

Officers may receive assignment pay for select assignments as outlined below and in other sections of this General Order or the Meet and Confer Agreement.

Additional Compensation. Officers may receive additional compensation at various agreed upon rates of pay for performing additional specific duties. Examples of this type of assignment pay include additional exempt employee compensation and Strategic Officer Staffing Program (SOSP) compensation for pay. For additional information on these two types of pay, see General Orders 300-36, **Exempt Time Compensation and Exempt Time Credit** and 300-34, **Strategic Officer Staffing Program**.

Bilingual Pay. Officers who meet specific criteria may receive assignment pay for possessing the ability to communicate in certain languages other than English as established by law and department policy.

Sign Language Pay. Officers who meet specific criteria may receive assignment pay for possessing the ability to communicate in American Sign Language as established by law and department policy.

Specialized Duty Assignment. Officers may receive assignment pay when assigned to certain hazardous duties or specialized functions. Examples of these types of assignments are SWAT, Bomb Squad, Dive Team, Helicopter and Solo Motorcycle Detail. Other assignments may qualify for this pay as authorized by the Meet and Confer Agreement or City ordinance.

4 FIELD TRAINING COMPENSATION

Field training instructors and field performance evaluators who work for the Field Training Officer (FTO) program training new officers shall receive additional compensation at the rate specified in the current Meet and Confer Agreement. Additionally, officers and supervisors assigned responsibilities with the FTO program shall receive additional compensation at the rate specified in the current Meet and Confer Agreement.

5 SHIFT DIFFERENTIAL PAY AND WEEKEND PREMIUM PAY

Shift Differential Pay

Officers whose regular assignment is to work a regularly scheduled shift that begins at 1200 hours or later and/or ends no later than 0700 hours shall receive shift differential pay for their entire shifts. These officers shall also receive shift differential pay in their overtime pay calculations for overtime hours worked between 1200 hours and 0700 hours in the officers' regular assigned positions. Shifts shall be determined as follows:

- a. Day shifts are those shifts beginning between 0500 hours and 1159 hours.
- b. Evening shifts are those shifts beginning between 1200 hours and 1959 hours.
- c. Night shifts are those shifts beginning between 2000 hours and 0459 hours.

Weekend Premium Pay

Weekend premium days for day and evening shifts as defined in the previous subsection are Saturday and Sunday. Weekend premium days for night shifts as defined in the previous subsection are Friday and Saturday.

Officers who are regularly assigned to work shifts that begin on any part of the weekend premium days for their shifts shall receive weekend premium pay for the weekend premium days that are part of their regular assignments. These officers shall also receive weekend premium pay in their overtime pay calculations for overtime hours worked during any part of the officers' weekend premium days in the officers' regular assigned positions.

General Guidelines

In order to receive shift differential pay and/or weekend premium pay, officers must have regular assigned shifts and/or days off that qualify as outlined above in this section. Personnel with rotating shifts shall not receive shift differential pay or weekend premium pay.

Classified personnel on temporary assignment, as specified in General Orders 100-03, **Definitions of Terms** and 300-02, **Transfer of Classified Employees**, or on transitional duty as defined in General Order, 300-10, **Transitional Duty Assignment**, shall continue to receive shift differential pay and weekend premium pay based on their regular assigned shifts and days off without regard to the requirements of their temporary assignments or transitional duty assignments.

Classified personnel who become eligible for shift differential pay or weekend premium pay must submit a *Personnel Changes* form. The form, which is available on the department's Intranet Portal, must be completed in its entirety and have the signature of the officer's division commander. The effective date of the change must be the first day of a pay period.

6 HIGHER CLASSIFICATION PAY

Officers holding the rank of sergeant or higher or classified pay grade VI or higher shall receive additional compensation for temporary duty assignments in a higher classification position pursuant to applicable law and policy. The following criteria shall serve as the guidelines for implementing this policy:

Classification Requirement. The person who is to perform temporary duty in a higher classification assignment must be classified in the next lower classification in the class series than the temporary duty assignment to which the appointee is to be named.

Job Title. The appointee shall use the title of "Acting" as a descriptor before the position classification title to which the officer has been appointed.

Length of Assignment. The assignment must be for one complete workday or longer.

Length of Compensation Requirement. Compensation shall be for the period of the temporary duty assignment.

Recommendation and Approval Requirement. The immediate supervisor over the position being considered shall recommend an appointee. If the assignment is for the position of *acting commander* or *assistant chief* or *above* for a period of more than five days, the appointee must receive the approval of the Chief of Police, in writing, prior to receiving the higher classification compensation. If the assignment is for the position of *acting commander* or *any lesser pay grade* assignment for a period of five days or less, the appointee must receive the approval of the Chief of Police or appropriate assistant chief, in writing, prior to receiving the higher classification compensation.

Vacancy of Position Requirement. The position due to a temporary duty assignment shall be a temporary vacancy created by the temporary absence of the regular full-time incumbent in the higher position. There shall not be any "trickle down" effect and a supervisor shall not appoint a

subordinate to perform his duties while he is acting in a higher classification. It shall be the responsibility of the supervisor to complete his regular responsibilities in addition to those of the higher classification assignment. The temporary absence in position shall not be considered a vacancy.

7 TRAINING PAY

Training level awards are based on an officer's sworn date with the department. Training pay is payable to qualifying officers only after each level has been achieved based on the required years of service.

The levels are calculated as follows:

Achievement Level	Years of Service
Level One	1-5 Years
Level Two	6-11 Years
Level Three	12+ Years

For new hires, training pay for Level One shall begin in the first full pay period after completion of the probationary period.

Officers are responsible for reporting training and education received outside the department to ensure their training and education records are current and accurate.

The Training Division shall update training and education records when employees receive training and education by or through the department. The Training Division shall report to the Texas Commission on Law Enforcement (TCOLE) the training and education completed by each officer and approved by the Training Division for state certification purposes.

8 LONGEVITY PAY

Officers shall receive longevity pay for their years of service to the City of Houston computed from their *employment date* and according to the below guidelines. For additional information on the calculation of *employment date*, see General Order 300-03, **Seniority**.

Absences from Duty. In computing longevity, military leave shall be included as service to the City and therefore shall not affect *employment dates*. *Employment dates* may be appropriately adjusted for unpaid leaves of absence and unpaid disciplinary suspensions as determined by City ordinance.

Commencement of Longevity. Compensation for longevity shall be effective on the first day of the first pay period following an officer's anniversary date of employment with the City.

Compensation Rate. Full-time employees shall receive longevity pay each biweekly pay period for each year of service with the City. The rate and limit shall be determined by City ordinance. Compensation for longevity shall be in addition to an employee's base salary.

9 EDUCATION INCENTIVE PAY

An officer who has or is awarded a degree by an accredited college or university by an approved accrediting agency as specified by the United States Department of Education shall be paid biweekly education incentive pay for the highest degree attained. This incentive pay shall be based on the rates approved in the current Meet and Confer Agreement. This pay shall not be retroactive and shall begin only in the first full pay period after the employee provides certification of the awarded degree to the Training Division Certification Unit.

10 INVESTIGATOR INCENTIVE PAY

Qualified investigative personnel in the below listed divisions or assignments may be eligible to receive investigator incentive pay at the rates and in accordance with eligibility criteria reflected in the current Meet and Confer Agreement.

- a. Auto Theft
- b. Major Offenders
- c. Narcotics
- d. Vehicular Crimes
- e. Vice
- f. Burglary & Theft
- g. Homicide
- h. Juvenile
- i. Robbery
- j. Special Victims
- k. Gang
- l. Criminal Intelligence
- m. Major Assaults & Family Violence
- n. Cyber & Financial Crimes
- o. Drug Recognition Expert (DRE)
- p. Other assignment as authorized per the Meet and Confer Agreement

No individual receiving investigator incentive pay may also receive patrol officer incentive pay.

11 PATROL OFFICER INCENTIVE PAY

Patrol officer incentive pay shall be paid to employees holding the rank of police officer, senior police officer, or sergeant at the rates and in accordance with eligibility criteria reflected in the current Meet and Confer Agreement. The officer must be regularly assigned to the patrol call for service loop in a patrol division, an airport division, Special Operations Division, Mental Health Division, Vehicular Crimes Division, or other assignment as approved per the Meet and Confer Agreement. This pay shall be paid to those in uniform whose primary responsibility is responding to calls for service by routinely using a marked police vehicle or by routinely responding on foot, and who are listed on the Computer Aided Dispatch (CAD) as available for dispatch.

No individual receiving patrol officer incentive pay may also receive investigator incentive pay.

12 PHYSICAL AGILITY TEST INCENTIVE PAY

An officer who passes the department's Physical Agility Test (PAT) during a fiscal year (July 1 through June 30) may be eligible to receive PAT incentive pay in accordance with the current Meet and Confer Agreement. No officer shall be awarded more than once per year for passing the PAT. See the Meet and Confer Agreement and General Order 300-19, **Physical Fitness and Agility Program**, for additional information and limitations.

13 CRIME SUPPRESSION TEAM PAY

All officers and sergeants with at least four (4) years of Department seniority from Hire Date assigned to the Crime Suppression Teams will receive \$600 annually (to be paid bi-weekly) beginning the first full pay period after July 1, 2019. See the current Meet and Confer Agreement, **Crime Suppression Team Pay** for additional information.

14 TUITION REIMBURSEMENT

A classified employee shall be entitled to receive tuition reimbursement for the successful completion of credit hours at an accredited college or university. Officers should refer to the current Meet and Confer Agreement for rules and requirements relating to tuition reimbursement. The *Classified Employee Tuition Reimbursement Request* form is available on the department's Intranet Portal.



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Chief of Police