

# General Order

## Houston Police Department



ISSUE DATE:

July 27, 2017

NO.

300-35

REFERENCE: Supersedes all prior conflicting Circulars and Directives, and General Order 300-35, dated March 19, 2002

**SUBJECT: PHASE DOWN PROGRAM**

### POLICY

The Phase Down Program (PDP) is a precursor to retirement wherein officers who are eligible for retirement may elect to take leave and extend the payment of their accrued paid time off (PTO) and compensatory leave bank prior to actual separation from the department. Officers entering the PDP elect an option (A, B, C, or Deferred Cash-Out) as addressed herein and in the Meet and Confer Agreement.

This General Order applies to classified employees who apply for or participate in the PDP.

### DEFINITIONS

**Date Certain.** The date established on which an officer's employment with the department is scheduled to end. This date shall not be extended by the employee for any reason.

**Deferred Cash-Out (DCO) Option.** The default method for all officers retiring if not choosing to participate in any other Phase Down Program option. The Deferred Cash-Out option replaces the traditional lump sum cash payout typically referred to as "drag up pay."

**Hourly Rate.** The rate calculated at base and longevity pay only. It is calculated for the purpose of compensating PDP officers for time spent for department or judicially mandated actions taken in the capacity as a Houston police officer. It shall be paid at the straight time hourly rate in half-hour increments.

**Phase Down Bank (PDB).** The total amount of hours accumulated for use in the PDP as specified in the current Meet and Confer Agreement.

**Phase Down Employee Compensation Request Form (PDECRF).** A form available from the Employee Services Division that is used to verify, track, and ultimately compensate a PDP officer for time spent performing official duties related to the officer's employment as a Houston police officer.

**Phase Down Program (PDP).** An option to the previous lump sum cash distribution of sick, vacation, and compensatory leave balances which allows officers to take leave and extend the payment of their accrued PTO leave bank and compensatory leave bank balances over a period of time.

## 1 ELECTION PROCESS

There shall be two PDP periods each *calendar* year. The periods shall be January 1 through June 30 and July 1 through December 31. Officers interested in the PDP shall review the current Meet and Confer Agreement for details regarding the election process and selection to

the PDP. Officers should also contact the PDP supervisor in the Employee Services Division (ESD) prior to entry into the PDP.

## **2 STATUS OF OFFICERS IN PDP**

During the period of time officers are participating in PDP option A or B, officers are considered actively employed by the City of Houston Police Department as police officers. PDP options A and B officers are required to adhere to the same standards, rules, and regulations as any other active officer including adherence to all applicable General Orders and Circulars. Officers in PDP option A or B shall be subject to drug testing.

PDP options A and B are a precursor to retirement and at the time of entry into PDP, officers shall receive a *date certain* for the end of their PDP. Officers nearing the end of their PDP who have not transferred to option C or Deferred Cash-Out (DCO) are responsible for contacting the Employee Services Division to initiate the retirement phase 30 *calendar* days prior to the *date certain*.

Officers participating in PDP option C or DCO are considered retired.

All officers in the PDP are responsible for keeping the Administration and Regulatory Affairs (ARA) Department, Payroll Services Division informed of changes in direct deposit information. Changes to their mailing address and telephone numbers shall be accomplished through Employee Self Service (ESS) or, alternatively, by contacting ARA's Payroll Services Division.

## **3 CONVERSION OF PHASE DOWN BANK BALANCE TO LUMP SUM PAYMENT**

While the election to participate in PDP becomes irrevocable, there are circumstances in which a participant may elect to convert the balance of the *phase down bank* (PDB) to a lump sum payment and end participation. There are also circumstances in which a PDP officer may have participation revoked and receive a lump sum payment.

### **Election by Officer**

Officers in PDP option A may elect at any time during their participation to retire and convert their participation to option DCO. Officers in PDP option B may elect at any time during their participation to retire and convert their participation to option C or DCO. This election to convert to option C or DCO shall be irrevocable and effective on the date designated on the conversion form.

If an officer in the PDP is injured in the course and scope of employment as a police officer and the officer suffers an incapacitating injury that endures for 60 *calendar* days or more, the officer's election to participate in PDP may be voided and the officer may elect to receive a lump sum payment for the balance of the leave bank. The election shall be at the discretion of the officer.

**Death of Officer**

If an officer in PDP dies, the balance of the PDB shall be paid in lump sum to the designated beneficiary. The value shall be determined based on the value at which it was accrued.

**Assumption of an Office of Civil Emolument**

An officer in option A or B of the PDP who assumes an office of civil emolument shall be listed as retired and converted to participation in option C or DCO effective on the date the officer takes the oath of office, or assumes the job duties, whichever comes first. This election is required by law and contract.

**4 PDP COMPENSATION AND BENEFITS**

Officers who participate in the PDP shall receive additional limited compensation for certain actions performed in the course and scope of their employment by the Houston Police Department. However, PDP participants shall not be eligible for certain forms of compensation and/or benefits.

**PTO and PD Hours**

During the time an officer is participating in the PDP, the officer shall not accrue PTO leave or receive personal days (PD) hours.

**Other Leave and Compensatory Time**

Officers in PDP shall not be eligible for funeral leave or paid military leave and shall be responsible for responding to any jury summons on their own time. Officers in PDP shall not accrue compensatory time.

**Nonapplicable Programs**

Officers in PDP shall not be eligible for any assignment pay (specifically, but not limited to, bilingual, hazardous duty, motorcycle allowance, clothing allowance, equipment allowance, or higher classification pay). Additionally, PDP officers are not eligible for college tuition reimbursement.

**Holidays**

Officers participating in PDP option A or B shall observe and be paid for City holidays, as designated by City Council, except for the floating holiday, according to the applicable PDP option in the Meet and Confer Agreement. Such holiday observation shall not cause a deduction in the officer's phase down bank.

**Court Attendance**

An officer in PDP option A or B who is subpoenaed to court based on actions taken in an official capacity as a Houston police officer and ultimately is required to attend court shall abide by the same requirements for court attendance provided in General Order 300-25, **Court**

**Attendance and Compensation.** The PDP officer shall complete a *Phase Down Employee Compensation Request Form* (PDECRF) and forward the original to ARA's Payroll Services Division and a copy to ESD's Phase Down Unit. There is no minimum court compensation for a PDP officer. The PDP officer's court compensation shall be paid at the *hourly rate* as defined herein.

The Employee Services Division shall contact subpoenaed PDP officers at their last known address and shall document whether they were notified. The Employee Services Division shall also update the Subpoena Issue Tracking System (SITS) as to the PDP officers' status.

### **Other Compensation**

Officers in PDP option A or B who are mandated to respond to department requirements for giving statements or attending hearings or meetings related to internal investigations or corrective actions shall be compensated at their *hourly rate* as defined herein. Prior approval for such compensation shall be received from the Employee Services Division commander (or designee) or a supervisor in the Internal Affairs Division. The PDP officer shall complete a PDECRF and forward the original to ARA's Payroll Services Division and a copy to ESD's Phase Down Unit.

Officers participating in the PDP are not allowed to work any HPD Strategic Officer Staffing Program (SOSP) hours without the prior written approval of the Chief of Police. Officers in PDP option A or B who are approved to work SOSP hours shall be paid at the *hourly rate* defined herein. The PDP officer shall complete a *Strategic Officer Staffing Program Compensation Request* form at the division where the SOSP hours are worked. Officers shall not exceed the combined maximum work hours for extra employment and SOSP hours according to the applicable PDP option in the Meet and Confer Agreement.

### **Processing Day**

The first workday of participation in PDP shall not be deducted from the officer's leave bank and shall be designated as a *processing day*.

### **Workers' Compensation**

Workers' Compensation issues for PDP officers injured or killed in the course and scope of their employment as a Houston police officer shall be addressed on a case-by-case basis according to the applicable laws and agreements in effect.

## **5 TRAINING AND EQUIPMENT**

Officers in PDP option A or B are responsible for meeting all training standards unless otherwise specified and keeping current with department policies. Circulars and General Orders may be viewed on the department's Intranet Portal. In addition, Circulars are posted at all department facilities.

### TCOLE Standards

Officers in PDP option A or B shall obtain sufficient in-service training to comply with training standards as required by TCOLE. This training shall be completed on the officers' own time and expense. The department shall allow officers to receive the required TCOLE training at the Houston Police Academy. The department's training calendar shall be posted on the department's Intranet Portal and is available from the Employee Services Division. Officers may also elect to obtain the required TCOLE training at their expense from another accredited source.

If the department requires officers in PDP to attend in-service courses other than those required by TCOLE, the time spent by the officers at the mandatory training shall not be deducted from the officers' PDB. Officers shall receive additional compensation at their *hourly rate* for the hours spent in such training. Officers shall complete a PDECRF and submit the original to ARA's Payroll Services Division and a copy to ESD's Phase Down Unit. Officers shall be notified by the department of this training requirement by certified mail, return receipt requested, sent to the officers' last known address as provided by the officer.

Officers shall forward proof of attendance and satisfactory completion of in-service training at a provider other than the Houston Police Academy to the Learning Management System (LMS) Unit of the Training Division. Proof of attendance shall be forwarded in such form as required by the LMS Unit (see General Order 300-06, **Training – Classified**). Failure to fulfill these requirements may affect peace officer license status and result in disciplinary action up to and including removal from PDP.

### Firearms Qualification

Officers in PDP option A or B shall demonstrate proficiency with their primary duty weapons and any weapons carried in their capacity as an on-duty or off-duty Houston police officer on their own time during their birthday month. Officers are required to meet the standards outlined in General Order 400-05, **Firearms Qualification and Control**.

Officers in PDP wanting to demonstrate proficiency with their firearms at a site other than one operated by the Houston Police Department Training Division shall seek and obtain prior approval from the assistant chief responsible for training. This request and approval shall be in writing. Approvals shall be made on a case-by-case basis. The demonstration of proficiency shall be performed in the officer's birthday month.

### City Equipment

Officers in PDP option A or B shall be issued replacement uniforms. Personal equipment shall remain with the officer in order to maintain the uniform standards of the department. The quantity and manner of issue shall be similar to that for officers assigned to nonuniformed divisions and remains at the discretion of the Chief of Police. Officers in PDP option A or B shall retain all HPD issued equipment.

Officers in PDP option C or DCO shall return all City-issued property on or before their *processing day*.

**6 EXTRA EMPLOYMENT**

Officers in PDP option A or B are permitted to obtain extra employment of a police-related or nonpolice-related nature. Extra employment shall require approval of the department and shall be in accordance with the General Orders. Officers entering PDP option A or B shall have all existing extra employment permits cancelled and new applications shall be submitted for any and all extra employment. These PDP officers shall also ensure, if necessary, they have a valid club card as well as a valid traffic control card.

Officers in PDP option A are limited to a combined 40 hours of extra employment and SOSP hours during any one-week period (the consecutive 168-hour period beginning with day shift Saturday). Officers in PDP option B are limited to a combined 60 hours of extra employment and SOSP hours during any one-week period. Officers in PDP option A or B are required to adhere to the requirements of General Order 300-14, **Extra Employment**.

The Chief of Police may revoke an extra employment permit without any right of appeal.

**7 RELATED GENERAL ORDERS AND REFERENCE MATERIAL**

300-06, Training – Classified  
300-07, Overtime Compensation  
300-14, Extra Employment  
300-25, Court Attendance and Compensation  
300-34, Strategic Officer Staffing Program  
400-05, Firearms Qualification and Control  
400-06, Carrying Concealed Firearms

**Meet & Confer Agreement 2015 (Classified)**



**Art Acevedo**  
**Chief of Police**