

**2024 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**

**WITH AMENDMENTS DATED NOVEMBER 22, 2024**

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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 November 1, 2024 or the date countersigned by the City Controller, whichever is later, after its adoption by an ordinance approving and authorizing this Agreement by the City Council.

## **Article 1 DEFINITIONS**

### **1.1 Agreement**

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

### **1.2 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.

### **1.3 Chapter 146**

Chapter 146 shall mean Chapter 146 et seq. TLGC.

### **1.4 City**

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

### **1.5 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.

### **1.6 Conflict of Interest**

For the purposes of this Agreement, a conflict of interest occurs when an individual on the Grievance Committee or the department's ECRP Committee (1) has represented the UM in any meeting or hearing before the Grievance or ECRP Committee, (2) provided advice or consultation on the subject grievance or concern to either the UM or the department representative before the Grievance or ECRP Committee, or (3) family, friendships, work-related relationships, financial or social factors could comprise their

judgement, decision-making in considering, adjudicating, or resolving grievable issues or employee concerns as identified in Article 14 of this Agreement.

**1.7 Department**

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

**1.8 Department Director**

Department Director shall mean each person appointed by the Mayor and confirmed by City Council to assume the administrative duties of the various departments of the City. For purposes of Mayor and City Council offices, the Mayor shall be considered the Department Director.

**1.9 Department Labor Management Cooperation Council**

Department Labor Management Cooperation Council (DLMCC) shall mean the departmental advisory council.

**1.10 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 2506 Sutherland Street, Houston, TX 77023.

**1.11 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.

**1.12 HOPE Representative**

HOPE Representative shall mean a UM or employee of HOPE 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.

**1.13 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.

**1.14 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.

**1.15 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.

**1.16 Mayor**

Mayor shall mean the duly elected Mayor of the City or their designee.

**1.17 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.

**1.18 Seasonal Interns**

Seasonal Interns shall mean the UMs participating in the City's Summer Jobs Program.

### **1.19 Seasonal Temporary**

Seasonal Temporary shall mean UMs retained for seasonal work, such as those in the summer aquatics, recreation, and food programs.

### **1.20 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.

### **1.21 Union Steward**

Union Steward shall mean a UM who has completed the LMCC sponsor training and has been certified by the LMCC. A UM who has completed the LMCC sponsor training but has not been certified by the LMCC shall be considered a probationary Union Steward.

### **1.22 Work Schedule**

Work schedule shall mean the UM's work schedule listed in the City's official electronic timekeeping system.

## **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 or expression, 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)**

### **4.1 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.

### **4.2 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.

### **4.3 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.

### **4.4 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.

#### **4.4.1 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.

#### **4.4.2 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.

#### **4.4.3 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.

#### **4.4.4 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. If there are no agenda items, the meeting shall be canceled.

#### **4.5 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.

#### **4.6 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 30<sup>th</sup> of each year.

#### **4.7 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.

#### **4.8 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.

#### **4.9 Department LMCC**

In the spirit of furthering labor-management cooperation, the parties agree that no later than ninety (90) calendar days after the effective date of this agreement departments with at least twenty-five (25) UMs shall 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 federal, state, local laws, and the City's policies and procedures.

The DLMCC shall have the following structure:

1. DLMCC Representatives shall include two (2) UMs assigned to the department appointed by HOPE and two (2) UMs assigned to the department appointed by the department director. DLMCC members may be rotated to address specific agenda items.
2. To assist with the DLMCC meeting, the department director shall appoint a non-voting DLMCC coordinator who shall serve as the facilitator and provide a written report to the department director and the committee of the discussions from the DLMCC meetings for the department director to take the appropriate action, if any.
3. A quorum of the DLMCC shall include at least one (1) UM appointed by HOPE and one (1) UM appointed by the department director and the DLMCC coordinator.
4. The DLMCC shall meet at least quarterly, provided there are agenda items for discussions; however, special meetings may be called to address matters expeditiously.
5. DLMCC Representatives shall send agenda items to the DLMCC coordinator no later than 14 calendar days prior to the scheduled DLMCC Meeting.
6. DLMCC meetings are not open to the public and shall not be subject to the Texas Open Meetings requirements.

## **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 AND HEALTH**

### **6.1 Safety and Health Notice**

The City and HOPE agree that each employee has the expectation to return home to their families from performing the services to the residents of the City at the end of each workday safe and unharmed. Therefore, the parties mutually agree to promote employee safety and health consistent with applicable federal, state, local laws, and the City's policies and procedures.

### **6.2 Citywide Safety Committee**

The Citywide Safety Committee ("Committee") has been established by City policy which articulates the Committee's responsibilities. HOPE shall designate up to three (3) UMs, who meet membership criteria established by City policy, to serve as HOPE Representatives on the Committee. Time spent at regular Committee meetings and reasonable travel time, if necessary, shall be considered City Business, without deduction of time from the HOPE Leave Pool.

Designated HOPE representatives serving on the Committee are permitted to submit safety related agenda items and presentations for any upcoming Committee meeting. Any safety related agenda items and/or presentations shall be submitted to the chair of the Committee no later than seven (7) calendar days prior to the scheduled meeting. Any safety related agenda items and/or presentations presented with less than seven (7) calendar days' notice shall be presented at the next scheduled Committee meeting. However, in the case of an urgent or pressing safety concern, the Committee may take up an issue with less advance notice than explained above. Any safety related presentations submitted by HOPE shall be in electronic format (preferably Microsoft PowerPoint). HOPE representatives shall send safety related agenda items and/or presentations, along with the name of the presenters for each safety related agenda item and/or presentation to [safety@houston.tx.gov](mailto:safety@houston.tx.gov).

## **Article 7 NEW EMPLOYEE ORIENTATION**

### **7.1 Human Resources Department New Employee Orientation**

- A. UMs are required to attend new employee orientation (NEO) hosted by the HR Department in compliance with City policy.
- B. If City resources such as technology equipment and space accommodations are available, the HR Department may elect to host NEO as in-person sessions.
- C. Regardless of the format for NEO, the HR Department shall provide HOPE with at least 14 calendar days' notice of any scheduled NEO by electronic notification to [hopeinfo@hopetx.org](mailto:hopeinfo@hopetx.org).
- D. One or more HOPE Representatives are authorized to observe NEO sessions and/or make a presentation to NEO attendees.
- E. HOPE's presentation shall be in an electronic format (preferably Microsoft PowerPoint) and provided to the City no less than seven (7) calendar days prior to any scheduled new employee orientation, along with the name of their presenter(s).
- F. HOPE shall send a copy of their electronic presentation and the name of their presenter(s) to [NEO@houstontx.gov](mailto:NEO@houstontx.gov).
- G. HOPE presentation during NEO shall be for up to 30 minutes (inclusive of questions) during a time slot prior to NEO attendees' lunch break.

### **7.2 Departmental New Employee Orientation**

- A. Departments electing to host departmental NEO sessions shall advise HOPE of the department's election no later than 30 calendar days after the effective date of this agreement or 30 calendar days prior to any new facilitation of a department NEO.
- B. If department resources such as technology equipment and space accommodations are available, the department may elect to host department NEO as in-person sessions.



- C. Regardless of the format for NEO, the department shall provide HOPE with at least 14 calendar days' notice of any scheduled departmental NEO by electronic notification to [hopeinfo@hopetx.org](mailto:hopeinfo@hopetx.org).
- D. One or more HOPE Representatives are authorized to observe and/or make a presentation of up to thirty (30) minutes at each formal new employee orientation held by a department.
- E. HOPE's presentation shall be in an electronic format (preferably Microsoft PowerPoint) and provided to the department no less than seven (7) calendar days prior to any scheduled new employee orientation, along with the name of the presenter(s). HOPE shall send a copy of their electronic presentation and the name of their presenter(s) to the department's NEO facilitator.

### 7.3 **City and Union Presentation**

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

### 7.4 **Union Presence**

- A. Under this Article, the HOPE Representative may but need not be a City employee.
- B. Unless participating on off duty hours, any UM who conducts or observes NEO sessions as a HOPE Representative shall avail themselves use HOPE Leave Pool hours or their own (non-sick) accrued leave time.

## **Article 8 BULLETIN BOARDS AND ELECTRONIC COMMUNICATIONS**

### **8.1 Bulletin Boards**

- A. 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.
- B. Upon written request by HOPE, Department Directors or their designee(s) shall allow HOPE to post other items of interest to UMs, HOPE membership information, or other HOPE matters on any designated bulletin board. Within seven (7) 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. If the department's designated bulletin board is unable to accommodate at least an 8" x 11" letter size notice, the department director or their designee shall authorize the build, procurement, or acquirement of a bulletin board to accommodate this provision no later than 90 calendar days from the effective date of this agreement.
- C. Department Directors or their designee shall also grant access to the department's designated HOPE district representative(s) to post notices regarding labor matters of general interest to UMs including but not limited to, HOPE's contact information, meeting notices, and announcements.
- D. 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 to include at least 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 maximum size and locations of any items posted within approved areas.
- E. All notices posted by HOPE shall be constructive in language, tenor, and style consistent with the positive spirit of partnership articulated in this Agreement.

## 8.2 **Electronic Communications**

- A. In the spirit of partnership, the City shall allow HOPE to use UMs' city email addresses to directly contact UMs for the purpose of union matters of general interest, including but not limited to, HOPE's contact information, meeting notices, and announcements. All email communication sent by HOPE to UMs' city email addresses shall be constructive in language, tenor, and style consistent with the positive spirit of partnership articulated in this Agreement.
- B. 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 union matters of general interest.

**9.1 HOPE Leave Pool (HLP)**

**9.1.1 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, with the exception of Seasonal Interns, Seasonal Temporary(ies), and Police and Fire Trainees, who has been a full-time employee by the City for at least six (6) consecutive months, one (1) hour of accrued vacation leave and credit the cash value of such leave to a HOPE Leave Pool (HLP).

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 UM's accrued leave balance at the time it is credited.

**9.1.2 Funding of HLP**

During the month of September, any full time UM who desires not to donate the one hour of vacation leave mandated in 9.01.01, the UM may revoke the donation in writing for the year in 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 notice. Each year every eligible full time 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 a UM has revoked the donated leave, no donations of vacation leave will be deducted during the year of the revocation. A UM may voluntarily donate additional vacation leave in one (1) hour increments to the HLP at any subsequent time in writing, in an approved format to be provided by the City.

All new full-time UMs hired by the City will be exempted from the HLP deduction for the first six (6) months of employment with the City. The first deduction of leave hours for newly hired UMs will occur effective in the first full pay period after

November 1 immediately following the completion of six (6) months of employment with the City, unless the UM submits an HLP Revocation Notice as set out in this Article.

Any UM who donates or receives HLP hours must be eligible to donate or take vacation under the City's policies.

### **9.1.3 Use of HLP**

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, but not limited to, attendance at HOPE sponsored training, HOPE contract negotiation sessions, including pre and post planning sessions, new employee orientation sessions, limited special assignments, and/or representation of UMs articulated in this Agreement's contract dispute proceedings, employee dispute proceedings and fact-finding or investigatory meetings conducted by General Services Department's (GSD) Security Division, where the UM is the subject of the fact-finding or investigation and the UM reasonably believes may lead to formal positive corrective action, and/or other representation of UMs articulated in the Agreement. HLP hours may also be utilized to conduct HOPE business associated with the administration and protection of this Agreement.

As such, each designated HOPE Representative (permanent/full time City employee only) who wishes to avail themselves of the HLP reimbursement to cover an absence when the HOPE Representative is scheduled for work, shall request from HOPE and receive written HOPE authorization on a form promulgated by the City. In addition, each HOPE Representative requesting to avail themselves of HLP reimbursement shall comply with all departmental rules and procedures for advance notice requesting leave that would apply to the use of their own accrued leave. The HOPE written authorization for such leave shall be submitted and requested in advance from their immediate supervisor or manager in their chain of command as with any leave request. The UM's immediate supervisor or a member

of the UM's chain of command shall approve or disapprove the HLP request within a reasonable amount of time. Absent a department policy on advance notice requesting leave, the UM shall submit their request to use HLP with at least five (5) business days' notice and the immediate supervisor or supervisor in the UM's chain of command shall approve or disapprove the request within three (3) business days of the request. The UM's immediate supervisor may consider for approval a HLP request with less notice as articulated in this Article. Each UM (eligible permanent/full time City employee) approved by HOPE and their immediate supervisor to participate in HOPE or SEBA City related activities such as those listed in 9.01.01 of this article, shall be compensated by the City from the HLP at their regular rate of pay, with no loss of leave accruals or pension benefits, upon receipt of documentation of the attendance by the employee at the HOPE/SEBA related activity. Use of such HLP will be counted in the same form and manner as an occurrence of approved 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.

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.

#### **9.1.4 Administration of HLP**

The HLP balance will be reported to HOPE quarterly, upon request. 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 their designee may temporarily halt for a certain time the continued deduction of mandated or donated time from UMs.

## **9.2 HOPE Activities**

The City agrees to make reasonable accommodations, which may include adjustments to the UM's work week schedule, for any UM who desire to participate in HOPE meetings or activities that occur during the UM's usual regularly scheduled or mandatory work hours. To that end, each UM may request in advance to use their 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 UM who wishes to avail themselves 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. The UM's immediate supervisor or a member of the UM's chain of command shall approve or disapprove the leave request within a reasonable amount of time. Absent a department policy on advance notice requesting leave, the UM shall submit their request to use HLP with at least five (5) business days' notice and the immediate supervisor or supervisor in the UM's chain of command shall approve or disapprove the request within three (3) business days of the request. Departmental approval shall not be withheld unless such leave unreasonably interferes with departmental operations.

## **9.3 HOPE Dues**

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 shall 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 Administration and Regulatory Affairs Department's Payroll Division.

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 UMs 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.**

#### **9.4 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. A UM 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 UM 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.**

## 9.5 **Community Action Leave Pool (CALP)**

### 9.5.1 **Eligible Uses**

The Community Action Leave Pool (CALP) shall be administered by the City for UMs 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.

### 9.5.2 **Funding CALP**

During the month of September, any permanent, full time UM may voluntarily, but not mandatorily, elect in writing to contribute one or more hours (in one (1) hour increments) of their accrued, vacation leave and credit the equivalent cash value of such leave hour(s) to the CALP. The donation shall be in writing on a form approved by the City. The City agrees that in the first full pay period after November 1 each year during the term of this Agreement it will deduct the number of vacation hours donated by UMs to the CALP and credit the cash value of the vacation leave donated to the CALP. All hours designated for each CALP contribution shall be 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. A UM may voluntarily donate additional vacation leave in one (1) hour increments to the CALP at any subsequent time in writing, in an approved format to be provided by the City.

All new UMs hired by the City are eligible to donate accrued vacation leave to the CALP, after the completion of six (6) consecutive months of employment with the City.

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

### 9.5.3 Use of CALP

Each UM who wishes to avail themselves of the CALP, shall request from HOPE and receive written HOPE authorization to use CALP on a form promulgated by the City. In addition, each UM requesting to avail themselves of CALP reimbursement shall comply with all departmental rules and procedures for advance notice requesting leave that would apply to the use of their own accrued leave. The HOPE written authorization for CALP shall be submitted and requested in advance from their immediate supervisor or manager in their chain of command as with any other leave request. The UM's immediate supervisor or a member of the UM's chain of command shall approve or disapprove the CALP request within a reasonable amount of time. Absent a department policy on advance notice requesting leave, the UM shall submit their request to use CALP with at least seven five (5) business days' notice and the immediate supervisor or manager in the UM's chain of command shall approve or disapprove the request within three (3) business days of the request. Each UM approved by HOPE and their immediate supervisor or manager in their chain of command to participate in City and HOPE-agreed community projects shall be compensated by the City from the CALP at their regular rate of pay, with no loss of leave accruals or pension benefits, upon receipt of documentation of the attendance by the UM at the City and HOPE agreed community project. Use of such CALP shall be counted in the same form and manner as an occurrence of approved vacation leave for purposes of authorization, attendance, employee evaluations, etc., and will not count as "hours worked" for overtime rate of pay calculations. No UM shall 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. CALP may not be taken as emergency vacation or sick leave under any circumstances.

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

#### **9.5.4 Administration of CALP**

A CALP balance will be reported to HOPE quarterly, upon request. 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.

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 donated time from City employees.

#### **9.6 Union President**

- A. Beginning the first full pay period after the effective date of this agreement, the duly elected HOPE President shall be carried on a forty (40) hour workweek on time debited from the HLP during the term of their presidency.
- B. Any personal benefit time (i.e., vacation, personal, sick, wellness, etc.) used by the HOPE President will not be deducted from the HLP.
- C. Any hours over and above forty (40) hours per workweek the HOPE President elects to work shall be solely at the request and instance of the SEBA and/or HOPE, and subject to its control and supervision.
- D. It is understood that the HOPE President shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of their presidency.
- E. When the term of the HOPE President expires or ends, the HOPE President shall be entitled to return to their previous classification and assigned work

schedule, provided all eligibility criteria for the previous classification has been maintained.

- F. The City shall notify the HOPE President of any job classification changes, or newly required or changed certifications or training required for the classification or position, during the term of the presidency to ensure their compliance. The City shall provide such training to the HOPE President for example, training in a new software system or compliance program, in order to allow the President to return to their previous classification and assigned work schedule.
- G. All other administrative processes to administer HLP shall remain in place.

## 9.7 **Union Stewards**

- A. The City and HOPE agree that union representation of UMs is essential to dispute resolution and the labor-management relationship.
- B. The City and HOPE agree to continue to authorize the LMCC to establish a training program for all Union Stewards. 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 Members to the Human Resources Director and/or their designee, all of whom have met HOPE's constitutional requirements to become candidates for the Union Steward training program. UMs participating in the Union Steward 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 Union Steward candidates. If the number of Union Steward candidates drop below 10 during the course of Union Steward training program, the class shall be canceled, and candidates may be rescheduled for a future class.
- C. Upon completion of the Union Steward training program and a six (6) month probationary period, commencing on the day of training program completion, participating probationary Union Stewards may be certified by the LMCC as Union Stewards. Probationary Union Stewards shall be recognized by the City

for the purposes of HOPE representation on matters authorized by this Agreement.

- D. A list of duly certified Union Stewards shall be published at least twice per year in a joint City-HOPE communication. HOPE may also provide a website link that HOPE is responsible for maintaining to be published on the City's website. It shall be HOPE's responsibility to notify the City if the website changes or is no longer accessible
- E. The City shall allow duly certified Union Stewards to represent UMs, as authorized by this Agreement. Union Stewards shall utilize HLP, their own personal leave (non-sick) or their personal time off when representing UMs.
- F. In the absence of a Union Steward, HOPE agrees to provide at least a 24 hour 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 shall not interfere with business operations and shall be conducted before or after the UM's shift or during the UM's break times in designated areas approved for access.
- G. Upon the effective date of this Agreement, Union Stewards may provide representation to any UM regardless of whether the UM and Union Steward works in different departments.

## 9.8 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 Human Resources Department's system of 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 home 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.

#### **9.9 Non-City HOPE Representative Access**

Non-City HOPE Representatives may be provided with a contract badge for select access in accordance with the City's contract badge requirements. Requests shall be made to the HR Director.

#### **9.10 Employee Association Access**

The City and HOPE agree that access to UMs in the workplace is necessary to ensure UMs have onsite access to their labor union. Therefore, department directors shall allow HOPE to access UMs onsite with minimal disruptions to the workplace while maintaining business operational needs.

- A. Department directors or designee shall identify approved location(s) within their department where access will be allowed to HOPE representatives and provide the approved location(s) and a point of contact for each location to HOPE and the HR Director within 30 calendar days of the effective date of this Agreement.
- B. Approved locations should be in an area that is easily accessible to HOPE Representative(s) and UMs.

- C. HOPE's President and/or HOPE's Executive Director will have authority to request onsite access to UMs. Requests shall be sent to the department director or their designee and the point of contact for each location where access is requested.
- D. HOPE Representatives who are allowed to access UMs onsite shall conduct themselves professionally, shall not be harassing, demeaning, or disparaging to the City, and shall not be disruptive while on City premises.
- E. Any presentation shall always be constructive in language, demeanor, and tone consistent with this Agreement.
- F. Advance written authorization is required for HOPE representatives, who are not employed by the department to access the department's premises.
- G. During peak workloads, severe weather, emergency conditions, or other business operational needs, access may be withheld, suspended or modified. HOPE shall be given as much notice as possible when these instances occur.
- H. UMs shall use their break or lunch time, HLP, or personal accrued leave to meet with HOPE representatives.
- I. All leave requests shall be submitted in advance by following the department's established procedures and guidelines.
- J. The department director or their designees and HOPE shall use the following process for requesting access:
  - a. No later than seven (7) calendar days prior to the date being requested by HOPE, HOPE shall provide written notice of request to access to the department approved location(s) to the department director or their designee and the point of contact. Written notice shall specify the proposed date, time(s) approved location to be accessed, and the name of the HOPE Representative(s) expected to attend the onsite visit.
  - b. The department director or their designee shall reply in writing no later than the 3<sup>rd</sup> business day after receipt stating whether access shall be granted or denied. If access is denied, the department director or designee may prove alternatives to the dates and/or approved designated locations for consideration by HOPE.
- K. When access has been granted, the department director or their designee shall send communication to their department UMs advising HOPE will be onsite, which



shall include the date, time, and location no later than one (1) business day prior to the scheduled meeting.

#### **9.11 Access to Department Meeting**

At the Department Director's discretion, HOPE representatives may be invited to make a presentation to UMs at department-wide meetings, which may include management, leadership or townhall meetings. The Department Director also has the discretion to determine the allotted time for the presentation; however, when feasible, HOPE shall be allotted a minimum of ten (10) minutes. If HOPE plans to use a presentation, the presentation shall be submitted to the department director or their designee no later than seven (7) calendar days prior to the scheduled meeting. HOPE presentations should always be constructive in language, demeanor, and tone consistent with this Agreement. UMs shall utilize HLP, their own personal leave (non-sick) or their personal time off when representing HOPE or the SEBA.

**Article 10 COMPENSATION (This article was amended by the parties on November 22, 2024)**

Unless otherwise specified in this Article, the provisions articulated herein shall become effective the first full pay period after November 1, 2024, or the first full pay period after this Agreement becomes effective, whichever occurs later.

**10.1 Base Pay**

Except for Seasonal Interns, Seasonal Temporary(ies), and 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 new minimum base pay rate or the across-the-board increase, whichever is greater, indicated in 10.01.01 (as depicted in the chart below) except for Seasonal Interns, Seasonal Temporary(ies), and Police and Fire Trainees.

<b>FY</b>	<b>Month</b>	<b>Year</b>	<b>Increase</b>
2025	November	2024	\$116.00 bi-weekly
2026	July	2025	3.5%
2027	July	2026	3.5%

**10.1.1 Across-the-Board Increases**

Every UM, except Seasonal Interns, Seasonal Temporary(ies), and Police and Fire Trainees, will receive a one-hundred sixteen dollars (\$116.00) bi-weekly increase in base pay. Beginning with the first full pay period after July 1, 2025, every UM, except Seasonal Interns, Seasonal Temporary(ies), and Police and Fire Trainees, will receive a 3.5% increase in base pay. Beginning with the first full pay period after July 1, 2026, every UM, except Seasonal Interns, Seasonal Temporary(ies), and Police and Fire Trainees, will receive a 3.5% increase in base pay.

**10.1.2 Minimum Base Pay Rate**

No UM, with the exception of those UMs in the classification of or defined as a Seasonal Intern, Seasonal Temporary, and Police and Fire Trainee, shall earn less than sixteen dollars and seventy-five cents (16.75) per hour after the application

of the flat dollar amount. Beginning with the first full pay period after July 1, 2025, no UM, with the exception of those UMs in the classification of or defined as a Seasonal Intern, Seasonal Temporary, and Police and Fire Trainee, shall earn less than seventeen dollars and twenty-five cents (\$17.25) hour after the application of the across-the-board increase. Beginning with the first full pay period after July 1, 2026, no UM, with the exception of those UMs in the classification of or defined as a Seasonal Intern, Seasonal Temporary, and Police and Fire Trainee, shall earn less than eighteen dollars (\$18.00) per hour after the application of the across-the-board increase.

## 10.2 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 \$0.75 additional to base pay
Third (Night) Shift	Begins between 6:00 p.m. – 5:00 a.m.	Minimum Rate/Hour \$1.25 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 UMs who work in excess of 40 hours in a work week. These amounts are to be paid to UMs who are regularly scheduled to work these shifts only and are not intended for UMs who work overtime that may extend into the second or third shift.

Additionally, the City will provide shift differential compensation to UMs 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. UM regularly works second shift, as scheduled. UM is held over to work unscheduled overtime during part of the third shift. For second shift, UM is compensated for base pay with \$0.75 differential compensation. During third shift overtime, UM is compensated for overtime based upon base pay with \$0.75 differential compensation and is not eligible for third shift differential.
- B. UM works first shift as scheduled. UM works an entire unscheduled third shift which does not qualify for overtime. UM is compensated for base pay with \$1.25 differential compensation.
- C. UM works first shift as scheduled. UM holds over for an entire unscheduled second shift that qualifies for overtime. UM is compensated for overtime based upon base pay with \$0.75 differential compensation.
- D. UM 1 works first shift as scheduled and UM 2 works second shift as scheduled. UM 1 and UM 2 are approved to swap shifts. UM 1 works the not regularly scheduled second shift which does not qualify for overtime; UM 1 is compensated with \$0.75/hour shift differential compensation for working this shift. UM 2 works the not regularly scheduled first shift which does not qualify for overtime; UM 2 will continue to be compensated \$0.75/hour shift differential for his/her regular schedule.

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.

### 10.3 Longevity Pay

In addition to base pay, every permanent, full time UM shall be paid longevity pay in the sum of \$3.00 per bi-weekly pay period for each completed year of actual service with the

City. There shall be no maximum or cap on the amount of longevity that may be paid for qualifying service.

#### **10.4 Bilingual Pay**

The City shall provide bilingual pay for eligible and approved UMs at a rate of \$70.00 bi-weekly.

#### **10.5 Overtime and Compensatory Time**

Non-exempt employees – The City intends to continue to comply with all applicable federal, state, and local laws 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. Whenever a non-exempt UM works in excess of 40 hours in a given work week, they shall be paid in cash or compensatory time at a rate of 1.5 times their 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 UM shall 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.

Non-exempt UMs who report to work seven (7) consecutive calendar days during the workweek shall receive two times their regular rate of pay for hours worked on their second off day.

Exempt employees – Unless otherwise authorized by this Article, 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 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. Exempt UMs in pay grades 29 and below, notwithstanding any other provisions in 14-168(e) of the City of Houston Code of Ordinances, may be eligible for compensatory time on a straight time (hour-for-hour) basis for a maximum of 60 hours of compensatory time in any calendar year quarter, upon the recommendation of their department director and the approval of the HR Director. Exempt UMs, regardless of their pay grades, notwithstanding any other provisions in 14-168(f), may be eligible for compensatory time on a straight time (hour-for-hour) basis for a maximum of 80 hours of compensatory time in any calendar year quarter. Compensatory time accrued must be taken as compensatory leave within 180 calendar 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.

Exempt full-time UMs in pay grades 29 and below, notwithstanding any other provisions in 14-168(g), who perform work at a city-operated health clinic facility that is open to the public and provides service to the public, may be eligible to be compensated in cash in the form of special assignment pay for time worked in excess of 40 hours in one work week.

Non-exempt and exempt UMs shall be given fair opportunity to take accrued compensatory time within the time limits required by this Agreement or City ordinance. If a UM is within 45 calendar days of the respective time limit (120 calendar days for non-exempts, 180 calendar 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 a UM submits a request for compensatory leave and it is denied twice due to an operational need, the supervisor shall 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 UM, they 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 management in the UM's chain of command for a final resolution as to dates for leave before the expiration date. If a UM fails to submit compensatory leave requests in the 30 calendar days before the relevant expiration time, the department may convert a request for vacation or sick time to compensatory time upon notice to the UM in order to avoid the expiration of the compensatory time period. Departments may direct UMs with compensatory leave hours that are close to expiration to take such leave before it expires.

#### 10.6 **Holiday Pay**

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

#### 10.7 **Premium Actual Holiday**

A UM who reports to work on the following actual holidays, when the actual date of that holiday is not observed, shall be paid two times their regular rate of pay:

- New Year's Day
- July 4<sup>th</sup>
- Christmas Eve
- Christmas Day

#### 10.8 **Call-back Pay**

If, after a non-exempt UM's scheduled hours of work have ended, and without prearrangement, the UM performs extra work at the request of the City, then the City shall provide a minimum of four (4) hours of call back pay at the applicable straight time or overtime rate, unless existing policy or language in this Agreement 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 Section 14-168 of the City of Houston Code of Ordinances.

### **10.9 Emergency Activation**

When the Mayor declares an emergency event, non-exempt UMs regardless of their tier status, who are performing work directly related to the emergency event and those working hours are overtime hours (excess of 40 hours for the workweek), the non-exempt UMs shall be compensated in cash at two (2) times their regular rate of pay for the overtime worked for the duration of the emergency event.

### **10.10 Special Event Pay**

Any time a non-exempt UM works a special event (pre, during, or post) and the time actually work is in excess of 40 hours in a given work week, the non-exempt UM shall be compensated in cash at 1.5 times their regular hourly rate instead of compensatory time off for time worked related to the special event in excess of 40 hours for the work week.



## **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.

### **11.1 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.

### **11.2 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.

### **11.3 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.

### **11.4 Health Benefits Advisory Committee**

The Health Benefits Advisory Committee (HBAC) has been established by City policy, which articulates membership appointments and responsibilities. HOPE shall appoint one (1) UM who is a HOPE member that represents the interests of their bargaining unit

members. Time spent attending meetings as a HBAC representative shall be considered City business.

HOPE's HBAC member shall also serve as a non-voting member of the Evaluation Committee for any health benefits' Requests for Proposals and shall adhere to all policies, procedures, and processes established by the Finance Department's Strategic Purchasing Division for the Evaluation Committee.

### **11.5 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** (This article was amended by the parties on November 22, 2024)

**12.1 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.

**12.2 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 Civil Service & EEO 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 calendar 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. For employee performance evaluations

with an overall rating of less than meets expectations, the City shall include an analysis of whether the HEAR goal(s) were SMART (Specific, Measurable, Attainable, Realistic, and Timely) and comply with the guidelines established by the HR Department.

**C. Probationary Employee HEAR Reporting**

Management shall review and consider revising SMART goals or objectives and behavior factors should the department rate of UMs failing to clear probation is 10% or more due to failure to meet expectations on a completed HEAR assessment. Where synonymous job duties are performed, the department or the department's division or section, whichever is more practical, shall implement standardized objectives, expectations, and goals consistent for all UMs under the same job classification regardless of date of hire.

**D. HEAR Training**

The City shall develop and provide training to all UMs on the HEAR process. Such training shall include but is not limited to the City's policy, stipulated guidelines, development of SMART goals, choosing relevant behavior factors, conducting work progress meetings, documenting performance, and compliance. Training developed should be made available, in multiple delivery formats, to all UMs with a goal of delivery, if possible, on or before December 31, 2024.

**12.3 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. No UM in a civil service protected position shall be laid-off

while any probationary, temporary, part-time, seasonal, or emergency UM is performing comparable duties in the same department unless the Department Director determines that the continued use of such UM is necessary due to unpredictable workloads, seasonal or temporary work requirements, or related factors that make the use of civil service protected UMs for the work impracticable or inefficient or would impair the quality of service of the department. UMs will be laid off by a combination of merit rating and seniority. Notice to HOPE shall include which jobs will be affected by the proposed layoffs, the layoff plan with at least the UM's name, most recent hire date, classification and employee performance evaluation scores, and 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 layoff 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.

**12.3.1 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 HOPE 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 their designee shall make a written determination whether to accept the LMCC's recommendation if one is made. The Mayor's or their 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.

## **12.4 Twenty-First Century Workforce**

The accelerated pace of technological, digital, and automation innovations and improvements, such as Artificial Intelligence (AI) tools, 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, such as AI tool, 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. The City shall prepare a report and disseminate the report to the LMCC members.

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.

## **12.5 Vacation**

Vacation shall continue to be accrued in the matter established in Section 14-170 of the City of Houston Code of Ordinances in accordance with the provision below:

- 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.
- C. Although a UM 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.
- D. Effective during the first full pay period after January 1, 2025, all UMs, with the exception of those UMs who are covered by the modified sick leave plan described in the City Code of Ordinances, Chapter 14-240 through 14-245, shall no longer be eligible to accumulate vacation in excess of 360 hours or in excess of 720 hours and shall accumulate no greater than 340 hours or 700 hours, whichever applies.
  - a. UMs who have accumulated vacation in excess of 340 hours or in excess of 700 hours, shall have excess hours converted to non-compensable leave.
  - b. Non-compensable leave shall be used before any other compensable leave, with the exception of HLP, personal leave and compensatory time, to cover an absence when a UM is scheduled for work.
  - c. Non-compensable leave is not eligible to be donated to any other UM.
  - d. Any unused non-compensable leave shall not be eligible to be paid to the UM when their full-time employment ceases with the City of Houston.

All other provisions of 14-170 shall remain unaffected by this Article.

## 12.6 **Personal Leave Hours**

During the first full pay period after November 1, 2024, or the first full pay period after the effective date of this Agreement, whichever occurs later, and each first full pay period in the month of October of this Agreement, UMs covered by City Code of Ordinance 14-232(a)(2), shall be awarded twenty-four (24) personal leave hours. All other provisions

of 14-232 shall remain unchanged.

## **12.7 Floating Holiday Usage Hours**

Effective January 1, 2025, and each January 1<sup>st</sup> of this Agreement, each UM eligible for a floating holiday, shall be awarded the floating holiday in hours equal to the UMs regularly scheduled workday.

For example:

- A. UM is regularly scheduled to work five (5) days a week, eight (8) hours per day, then the UM shall be awarded eight (8) hours in floating holiday time.
- B. UM is regularly scheduled to work four (4) days a week, ten (10) hours per day, then the UM shall be awarded ten (10) hours in floating holiday time.
- C. UM is regularly scheduled to work nine (9) days during the pay period, eight (8) days at nine (9) hours per day and one (1) day at 8 hours, then the UM shall be awarded nine (9) hours or eight (8) in floating holiday time depending on which day the UM uses the floating holiday.

## **12.8 Sick Leave Regulations**

The City agrees to continue all processes and procedures pertaining to sick leave regulations contained in Section 14-227 of the City of Houston Code of Ordinances, except as modified herein. Each UM's absence for an eligible reason after eighty (80) hours within a benefit year, regardless of the duration of the absence, whether taken cumulatively or in a single event, shall be verified by an attending health care provider's statement on a form promulgated or approved by the HR Director. Verification may be required prior to the use of 80 hours of sick leave in any instance of potential abuse of sick leave.

## **12.9 HPD Trainee Leave Accruals**

For all UMs hired as a Police Trainee or Senior Police Trainee in the Houston Police Department shall continue to be awarded Paid Time Off (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 police officer, PTO is compensable at

10% of total cash 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 Officers' Union.

#### **12.10 Overtime Assignment**

Within ninety (90) calendar days of the effective date of this Agreement, the Department Director of a department with an approved adopted overtime budget, shall develop and implement a department and/or a division specific policy for assignment of voluntary overtime, and if applicable, mandatory overtime. The Department Director shall comply with section 17.02 of this Agreement. With the goal of assuring fairness and transparency, objective criteria for eligibility and rotation scheduling shall be used. As such, the DLMCC shall review proposed, and if applicable, revised department policies prior to the implementation.

To ensure fair practices and consistent application, the City shall post all known overtime assignments at least two (2) calendar days before assignments are to be filled.

#### **12.11 Flex Time**

Exempt UMs who are requested by their immediate supervisor to work in excess of 40 hours in a given work week and the excess hours do not qualify for compensatory time under this Agreement or Section 14-168 of the City of Houston Code of Ordinances, may request to flex their time. A supervisor may grant flex time by offering the UMs, exempted under the Fair Labor Standards Act, if work permits and in the same period the excess hours were worked by utilizing the following options: 1) end their assigned work shift early on a specific day(s); 2) have a late start to their assigned work shift on a specific day(s); or 3) a combination of 1 or 2.

#### **12.12 Rest Rule**

The City agrees that during normal operations UMs shall be entitled to at least ten (10) hours of off time from the time the UMs shift ends until the next time their shift may begin.

HOPE recognizes that during emergency the City will attempt to give UMs at least ten (10) hours of rest immediately following any work assignment that is assigned.

### **12.13 Severe Weather and Other Emergency Conditions**

HOPE recognizes that in compliance with City policy, all UMs are assigned a tier designation, specific to their job duties and responsibilities, for the purposes of continued operation of critical City functions, prior to, during, and after severe weather and other emergency conditions. When more than one UM within the same classification or job family whose job duties and responsibilities may be essential during a severe weather event or other emergency condition, the Department Director shall develop a department and/or a division specific policy for assignment and rotation of tier one – essential employees, which shall be referred to the DLMCC for review prior to approval and implementation.

#### **12.13.01 Accommodations**

When UMs are required to remain at a City facility or City operated facility during severe weather or other emergency conditions, the City shall provide UMs with the same accommodations (i.e., rest/break area, meals, etc.) as other UMs at the same City facility or City operated facility, regardless of assigned department, division or section. Departments with UMs at the same City facility or City operated facility shall coordinate their efforts to ensure accommodation are the same for all UMs.

### **12.14 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.

In the event a UM is required to maintain a license or certification as required by the minimum qualifications listed in the official job description for their current job classification, the department may develop processes or procedures for reimbursement or allocate budgeted dollars to maintain the license or certification for all UMs in the same

job classification.

### **12.15 Training Resources**

The City of Houston continues to be committed to development of a well-trained and highly skilled workforce. The City agrees, when feasible, to offer training in multiple formats when resources are available, such as eLearning, Instructor-Led Training (ILT), Blended Learning, Workshops, Webinars, Microlearning, On-the-Job Training (OJT), Simulation Training, Self-Directed Learning, etc.

In addition, 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.

### **12.16 Work Schedule**

The City of Houston shall continue to offer compress work week schedules, flexible working schedules, and/or telework based on operational needs in compliance with City policies. When a UM is not eligible for telework, the department may consider a compressed workweek or flexible work schedule based on operational needs.

A UM's work schedule, including regular work schedule and mandatory overtime hours, shall be accurately recorded in the City of Houston timekeeping system administered by the Administration and Regulatory Affairs Payroll Services Division.

## **Article 13 VOLUNTARY SEPARATION & RETIREMENT**

### **13.1 Municipal Phase Down Program**

Effective January 1, 2025, the Municipal Phase Down Program (MPDP) shall be established to provide UMs, who meet eligibility criteria, a voluntary retirement option, to realize financial savings on their health benefits insurance rates. To meet the eligibility criteria of the MPDP, the UM shall 1) be deemed eligible to retire under the Houston Municipal Employee Pension System guidelines; 2) be at least sixty (60) years of age; and 3) not be Medicare eligible. Eligible UMs electing to participate in the MPDP shall be entitled to pay active employee insurances rates for up to five (5) years or until the UM is Medicare eligible, whichever occurs first. Prior to entering the voluntary retirement option, a UM shall be required to submit a voluntary irrevocable election notifying the City of the employee's desire to retire from employment with the City of Houston.

The Mayor may limit the annual number of participates in the MPDP program with written notice to HOPE and UMs no later than December 1<sup>st</sup> each year of this Agreement.

### **13.2 MPDP Procedures**

The HR Director shall establish the procedures for the MPDP and publish the procedures no later than November 30, 2024. MPDP procedures shall be publish on the Human Resources Department's Benefits Division website and by broadcast email prior to the effective date of the MPDP.

## Article 14 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 and Health
  - 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 17, 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.

## **14.1 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 a UM 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 14.02 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 from the date of receipt or if certified mail is used, the first date the United States Postal Service (USPS) attempted delivery, whichever occurs first, 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.

## **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-calendar day period but may not extend beyond an additional 30 calendar days (maximum of 75 calendar days). If the selected mediator cannot accommodate scheduling the mediation within 75 calendar 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 calendar 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.

## **14.2 Agreement Dispute Procedures (Contract Dispute)**

### **14.2.1 Phase I Pre-Dispute Notice; Informal Resolution**

Before a contract dispute as described in Article 14.02.02 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-calendar 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 calendar days to file a formal dispute in accordance with the procedures set out below.
- C. Participation in Phase I is encouraged, but not mandatory.

#### **14.2.2 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 14.02.01 above is utilized and the moving party files a timely Notice thereunder, the 30 calendar day period set out in this section is abated and extended for an additional 30 calendar 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, if applicable, 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) calendar 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 findings, 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-calendar daytime 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.

#### **14.2.3 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 select a mediator through a process of mutual agreement from the Federal Mediation and Conciliation Service (FMCS).
- 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 calendar 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 calendar 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 timelines governing mediation will apply to the arbitration once the election to arbitrate is made.
- F. If arbitration is the elected preference by either party, 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 in Harris County, Texas for fraud, collusion, violation of public policy or that the arbitrator exceeded his/her jurisdiction or authority within ten (10) calendar days of the arbitrator's decision. 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 to HOPE (and its President instead of the Mayor).



## **Article 15 EMPLOYEE DISPUTE RESOLUTION PROCEEDINGS**

(This article was amended by the parties on November 22, 2024)

### **15.1 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.

#### **15.1.1 Grievable Issues**

An aggrieved employee or a Union Steward 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 I ("Level I")
- H. Positive Corrective Action Level II ("Level II"); or
- I. Decision Making Leave; or
- J. 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 or expression, 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 federal, state, local laws, and the City's policies and procedures.

### 15.1.2 **Grievance Committee**

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

The City and HOPE shall each designate a maximum of two (2) City employees and one (1) alternate to act as Committee members. City and HOPE Committee members may be designated from time to time to serve indefinite or specified periods of time. Previous City and HOPE Committee members may be reappointed to the Committee provided they have not served on the Committee for at least the previous three (3) year period. 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. A citizen member must meet the following minimum qualifications:

1. be a current faculty member at an accredited law school in the City of Houston; or
2. have experience teaching and/or practicing in the area of labor and employment law; or
3. have at least ten (10) years of experience as high-level management executive who resolved internal workplace employee disputes; and

4. not have been an employee of the City or HOPE within the preceding ten (10) years.

An attorney employed with a law firm of over thirty (30) licensed attorneys will not be disqualified or considered to have a conflict of interest just because someone in his/her firm represents the Union or the City. The citizen member will act as chair of the Committee.

Within 60 calendar days of the effective date of this Agreement the City and HOPE shall each identify at least three (3) individuals who shall be placed on the citizen member roster. If the citizen member can no longer serve on the Committee, the party who selected the citizen member shall identify the replacement.

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. The new citizen members replacing a citizen member shall be slated for the vacant roster position. For any grievance hearing scheduled, the Citywide Grievance Coordinator shall assign the first citizen member on the established roster. There will be no deviation from this selection and assignment procedure.

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. 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 annual 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.

### 15.1.3 **Grievance Committee Hearings**

The Committee shall meet on the first Tuesday of each month unless there is no pending Committee business. If there is pending Committee business and none of the citizen members can attend or quorum cannot be convened on the first Tuesday of the month, the Committee may hold a specially scheduled hearing provided that all other notice provisions of this Article are met.

Hearings of the Committee shall be limited to a maximum of one (1) hour for arguments and deliberations for the originally scheduled Committee hearing date. When more than one grievance is being heard on the Committee hearing day, each grievance shall be scheduled in one (1) hour increments up to 4:00 PM with a one-hour lunch break for the Committee. If the Committee needs more time for arguments and deliberations, the hearing shall be continued within thirty (30) calendar days of the original scheduled Committee hearing and shall include the original empaneled Committee members. In the event grievances are filed with the Civil Service & EEO Division and the Citywide Grievance Coordinator is unable to schedule the grievance for a hearing due to the time constraints listed above, the Committee shall hold a special meeting within thirty (30) days from the original scheduled Committee meeting.

Hearings of the Committee are not open to the public; however, the City and HOPE agrees that observers may attend Committee hearings as a path towards improving the employee-management relationship and the performance of advocates at the meeting. Therefore, the City and HOPE may each select up to five (5) observers for a maximum of ten (10) observers for any grievance before the Committee. Observers attending the Committee Meeting are not permitted to: 1) participate in the meeting proceedings or deliberations; 2) audio or video record the meetings; 3) and in the event the hearing is held virtually, video and audio shall

be turned off. In addition, the Grievance Committee Chair may ask an observer to be removed from any Grievance Committee Meeting for not abiding by rules for their attendance outlined in this Article.

#### **15.1.4 Powers and Authority of the Grievance Committee**

The authority and powers of the Committee are limited to that which is expressly provided in this Article. The Committee may not exceed its jurisdiction or authority or recommend relief that is not otherwise authorized by this Article.

#### **15.1.5 Conduct of Grievance Committee Hearings**

At each hearing, the Committee shall:

- A. Limit its review to the issues articulated and evidence presented at the Step II hearing, unless evidence presented at the Step III hearing is shown to have been unavailable at the time of the Step II a hearing and admitted upon a showing of good cause;
- B. Review the grievance coordinator's record of the Step II hearing, hear the argument of the parties, and ensure that the proceedings follow due process and the rules of this Article.
- C. Determine the issues to be addressed and the extent to which evidence will be allowed;
- D. Determine who will be allowed to present argument(s) and whether additional evidence will be admitted for good cause, if any; and
- E. Review the Grievance Coordinator's record of the Step II hearing, hear the argument of the parties, and ensure that the proceedings follow due process and these rules;
- F. Impose a 15-minute time limit for each party to present its case and may further restrict presentation of the issues or the proceedings, if presentation or issues are irrelevant to the grievance;

G. Include a detailed explanation for any Committee decision rendered regardless of whether the final decision was sustained, denied or modified by the Committee.

Any Committee member within the grievant's chain of command or who had a decision-making role or represented the grievant in any grievance meeting or hearing in the subject of the grievance shall not be permitted to be empaneled on the Committee and shall recuse themselves.

#### **15.1.6 Support for the Grievance Committee**

The HR Director shall provide logistical and administrative support for the Committee and provide suitable meeting space for the Committee to conduct its business.

#### **15.1.7 Appointment of Grievance Coordinators**

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 at least one (1) Grievance Coordinator for each department and at least one (1) Citywide Grievance Coordinator.

#### **15.1.8 Grievance Filing and Filing Period**

Grievances shall be in writing and received by the department's 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.

For grievable issues identified in 15.01.01, 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.

#### 15.1.9 **Grievances Generally**

At each Step in these proceedings, the following shall apply:

- A. The UM shall be required to provide oral testimony and/or documented support to refute the action of the department, since the presumption in the favor of the department's action or inaction is rebuttable.
- B. At all times, the grievant shall be provided at least ten (10) calendar days' notice of any Step meeting unless a shorter period is mutually agreed upon or other period articulated in this Article.
- C. At each Step of the process, the participants shall appear in person, unless the parties mutually agree to a virtual meeting, and fully, candidly, and openly discuss the grievance in an effort to mutually resolve the disputed issues.
- D. The grievant shall submit the grievance on the appropriate forms or in a format provided by the HR Director with the grievant's signature. The grievance form may not be signed by a representative or faxed to the grievance coordinator; however, DocuSign is an acceptable electronic signature format with the certificate of completion.
- E. 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 and/or hearings at least 24 hours prior to the hearing to the Department's Grievance Coordinator. Failure by either party to disclose known witnesses or persons with relevant knowledge, documents or information may be grounds for exclusion/inclusion of such evidence, where appropriate.

- F. The dates required herein for scheduling meetings and/or 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 department's representative, 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.
- G. 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.
- H. Grievances by the same grievant may be consolidated and heard concurrently at the discretion of the Grievance Committee at Step III.
- I. The grievant and the department shall be allowed to have a representative present at any meeting and/or hearing authorized herein, though each shall be conducted so that the grievant may represent themselves if they so choose. 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 Union Steward from acting as the representative.
- J. Grievance forms and related documents shall not be filed in a grievant's personnel file.
- K. 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 federal, state, or local law.
- L. Step I meetings, Step II hearings and Step III hearings shall not be open to the public; however, as authorized by this Article, City and HOPE observers may observe the proceedings.
- M. In each Step of the grievance process, the grievant shall be allowed a reasonable amount of time off from their regular duties to file a grievance and to attend Step I meetings, Step II hearings 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 and/or hearings.

- N. If a grievant fails to appear at the Step I meeting, or Step II hearing in the grievance process, the Grievance Coordinator may 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.
- O. 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.
- P. 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.

#### **15.01.10 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 scheduled no later than 30 calendar days after the date on which the grievance was received. If the meeting is not scheduled 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 meeting and Step II hearing may be combined if the parties mutually agree.
- D. If the grievant's immediate supervisor is the Department Director, the Step I meeting and Step II hearing are automatically combined and considered concurrently. In such case, the Department Director shall meet with the grievant and shall not appoint a designee.
- E. The Step I meeting participants shall fully, candidly, and openly discuss the grievance in an effort to mutually resolve the disputed issues
- F. 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.
- G. The supervisor or appropriate party shall submit the completed written response to the Grievance Coordinator. The Grievance Coordinator shall forward the supervisor's or appropriate party's response to the grievant with a copy to the Department Director. The Grievance Coordinator shall serve the response in-person, electronically by email at an email address provided by the grievant, DocuSign, or by certified mail, return receipt requested to the address of record provided by the grievant on the Step I grievance form.
- H. 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 in writing that the grievance be withdrawn.
- I. Proposed resolution(s) for each grievance by a supervisor or appropriate party shall 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 shall implement the proffered resolution(s).

## **STEP II: Director Level**

- A. To continue the grievance, the grievant shall 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 shall be received by the department's Grievance Coordinator no later than the 10th calendar day after the date on which the grievant was properly served with the supervisor's or appropriate party's Step I 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, a grievant may request the presence of other City employees as witnesses on their behalf by indicating on the Step II 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 their 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, department representative, and

the department's Grievance Coordinator. Notice of appearance shall be provided to the witness employee, the grieving employee, department representative and the department's Grievance Coordinator no later than three (3) days prior to the Step II hearing. Upon presentation of the notice of appearance, city employees shall be allowed reasonable time for travel and participation at Step II hearings and, if city employees, shall be compensated (regular or overtime hours, as appropriate) by the department.

- C. The department's Grievance Coordinator shall arrange a Step II hearing between the grievant and the Department Director or their 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 meeting and Step II hearing shall be with the Department Director.
- D. No later than 24 hours before the scheduled Step II hearing, the grievant and the department's representation shall mutually exchange through the department's 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 the grieved issue. Documents or information indirectly related to the grievant or their 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's Grievance Coordinator.
- F. All evidence submitted to the Department Director or their designee shall be marked as an exhibit by the submitting party.
- G. The Department Director or designee shall affirmatively accept or reject evidence submitted by the parties on the digital recording and/or in the department's response.
- H. The record of the meeting, including the digital recordings and exhibits, shall be maintained by the department's Grievance Coordinator.

- I. The parties to a meeting before the Department Director, or designee, shall be the grievant, grievant's representative, if any, and a departmental representative. A representative of the Legal Department shall serve as advisor regarding relevant City processes and procedures, policies, ordinance, state or federal law of the grievance to the Department Director or their designee. Other persons who may attend include fact witnesses, appropriate supervisory personnel, and any other persons necessary for a fair determination of the grievance.
- J. Persons to be called as witnesses may be excluded from the room during the taking of testimony upon the request of either party.
- K. 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.
- L. The Step II hearing shall 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 scheduled 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 shall be filed with the Citywide Grievance Coordinator.
- M. Regardless of the outcome of the Step II hearing, the Department Director or their designee who conducted the Step II hearing shall respond in writing not later than 10 calendar days after the date on which the hearing was concluded. The response shall include the Department Director's or their designee's evaluation of the grievance, any exhibits accepted, and proposed resolution(s), if any. Any proposed resolution shall be approved by the Department Director.
- N. The department's Grievance Coordinator shall serve the response in-person, electronically by email at an email address provided by the grievant, DocuSign, or by certified mail, return receipt requested to the address of record provided by the grievant on the Step II grievance form.

- O. If no written response is submitted by the Department Director or their 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 any City policy or procedure, federal, state, local laws.
- P. An untimely filed response may be accepted at the discretion of the grievant.
- Q. Proposed Step II resolution(s) shall be accepted by the grievant entirely or not at all. If the grievant accepts the proposed resolution(s), the department shall implement the resolution(s).

**STEP III: Grievance Review Committee**

- A. The completed Step III form for the grievance to be resolved by the Committee shall be received by the Citywide Grievance Coordinator on or before the 10th calendar day following service of the Step II response.
- B. The Citywide Grievance Coordinator shall schedule the grievance for hearing at the next regularly scheduled meeting of the Committee.
- C. The Citywide Grievance Coordinator shall notify the department when a Step III form is filed and serve notice of the scheduled hearing date and time to the grievant, department's representative, the department director, and the department's Grievance Coordinator no later than 15 calendar days before the hearing. If the Citywide Grievance Coordinator cannot provide notice on or before the 15<sup>th</sup> calendar day of the next scheduled meeting of the Committee, the grievance shall be heard at the following meeting of the Committee scheduled thereafter. Once notified of the filing of a Step III form, the department's Grievance Coordinator shall promptly provide a copy of the Step II record, which shall include the Step I form with any attachments filed by the grievant, which may include a written statement and/or the corrective action of the subject grievance, Step I response, Step II form, Step II response,

- accepted exhibits at the Step II hearing, the digital recording of the Step II hearing, and Step II hearing notes recorded by the department's Grievance Coordinator, if any to the Citywide Grievance Coordinator.
- D. The Step III form shall include the reasons the grievant feels aggrieved, 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 any new evidence shown to have been unavailable at the time of the Step II hearing. A copy shall be served upon the department's representative by the Citywide Grievance Coordinator.
- E. The department's representative or their representative may file a statement in support of the Step II determination and/or a proposed resolution which should include all agreed facts and issues through Step II together with any new evidence shown to have been unavailable at the time of the Step II hearing and admitted for good cause shown to be served upon the Committee by the Citywide Grievance Coordinator and the grievant(s) or their representative(s) at least seven (7) calendar days before the scheduled Committee hearing. No reply statement is allowed by the filing party.
- F. If the grievant fails to appear at the Step III 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, any oral arguments of the parties, and clarification questions asked by the Committee, if any, 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 Step III 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 grievant'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 provided the decision does not conflict with any City policies and procedures, federal, state, or local laws.

## **15.2 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 UM.

### **15.2.1 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 federal, state, 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 ECRP Coordinator shall provide a statistical report of departmental ECRP activities to the HR Director on a monthly basis. Reports shall be due on the 10<sup>th</sup> day of each month for the duration of this Agreement. 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.



### 15.2.2 **ECRP Committee**

- A. Each Department Director shall establish an ECRP committee consisting of at least three UMs 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 themselves.

### 15.2.3 **Eligible Concerns**

- A. A UM 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 15.01.01 (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.

#### 15.2.4 **ECRP Process**

- A. Prior to submitting a formal ECRP concern, the UM shall attempt to discuss their concern with their supervisor or appropriate supervisor to attempt to resolve the issue.
- B. A UM shall file a concern with the ECRP Coordinator no later than 15 calendar days from the date of the action or inaction giving rise to the concern. The completed ECRP form with the UM's signature must be received by the ECRP Coordinator on or before the mandatory deadline. DocuSign is an acceptable electronic signature format with the certificate of completion.
- 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 UM written notice within five (5) calendar 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 UM is not actively pursuing resolution.
- E. UMs 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 UM(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 UM filing the concern.
  - H. The UM may have a representative of their choosing present at the meeting, but the representative may not be another City employee, unless the representative is a certified or probationary Union Steward.
  - I. The UM 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 witnesses that may be approved is five (5) for any one or combined ECRP Committee meeting.
  - J. ECRP review meetings shall not be open to the public; however, at the discretion of the ECRP Committee Chair, two (2) observers from the City and two (2) observers from HOPE may observe the proceedings, but not the deliberations.
  - K. Participants shall not record ECRP review meetings.
  - L. Within 30 calendar 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 conclusion 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) calendar 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. Corrective action is not suspended by a UM's participation in this program. Any corrective action taken after an employee filed a concern does not necessarily constitute retaliation.
- Q. If a UM 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. A UM 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 UM. 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 16 NOTICE AND ISSUANCE OF CORRECTIVE ACTION**

### **16.1 Corrective Action Notices**

The City promotes a working environment that focuses on mutual respect, employee development, high performance, and recognition of positive performance. In so doing, the City shall issue formal corrective actions or temporary suspensions consistent with the City's policies and procedures. The City shall include details of the alleged violations and provide the UM with copies of any policy to support the formal corrective action or temporary suspension. Any formal corrective action, which shall include a written reprimand and/or temporary suspension issued by the Houston Police Department, shall be issued within one-hundred and eighty (180) calendar days from the date when the Department Director or City investigatory body discovers or becomes aware of the infraction or violation, except in the cases where there is alleged criminal misconduct, fraud, waste and/or abuse which shall require notice to the UM of such allegations.

### **16.2 UM Representation**

The department shall provide the UM notice of the time and location of a meeting or hearing not later than the 48<sup>th</sup> hour before the hour on which the meeting or hearing is held pursuant to this Article if the meeting or hearing is related to fact-finding or investigation in which the UM is required to be present, including an interrogation, where the UM is the subject of the fact-finding or investigation and the UM believes it may lead to formal positive corrective action being administered to the UM.

A UM may request the presence of a HOPE Representative during any 48-hour notice; however, only a non-City employee may be present during fact-finding or investigation, including interrogation, conducted by the Office of the Inspector General or the Houston Police Department's Internal Affairs Division. However, no fact-finding meeting or investigatory meeting will be unreasonably delayed or rescheduled due to the unavailability of HOPE representative.

HOPE agrees this does not preclude a supervisor from conducting a supervisory inquiry upon the discovery of a potential infraction. As such, no 48-hour notices are required before discussing the original alleged infraction with the UM.

HOPE and the City agree that HOPE representatives who are representing UMs in fact-finding or investigation shall conduct themselves in such a way to not interfere, hinder, or disrupt the fact-finding and/or the investigation. In the event concerns are raised regarding a HOPE Representative interfering, hindering or disrupting the fact-finding and/or the investigation, the HOPE Representative shall be excused and then those concerns shall be reduced to writing and presented to the LMCC co-chairs to be placed on the LMCC agenda. The HOPE representative of the subject concern shall be provided with a copy of the concern and may file a written response to the concern to be provide to the LMCC for review. The LMCC shall review the concern, and the response from the HOPE Representative, if any, and forward the concern and response, if any, to the Mayor. The Mayor shall determine whether the HOPE Representative shall be permitted to continue to provide representation during fact-findings and investigations.

If the HOPE Representative is excused from a fact-finding or investigation, then the HOPE Representative shall temporarily cease from representing UMs in fact-findings or investigations until the final disposition of the concern.

Should a UM believe that a need has arisen for an immediate meeting with a HOPE representative, they shall be allowed to do so only after requesting permission from their immediate supervisor. Any such meeting shall not be considered City business, and the UM and/or HOPE representative shall be required to use their own personal leave or HLP to cover any time away from work. Such request shall be granted so long as it does not unreasonably interfere with the performance of the UM's and/or HOPE representative's work or the operations of the City/department.

### **16.3 Appeals to the Civil Service Commission**

If for good cause shown, a hearing and/or decision on an appeal of indefinite suspension may be extended for not more than sixty (60) calendar days after an appeal is filed. In addition, the department shall be required to show just cause exists on an appeal of an indefinite suspension or involuntary demotion as a result of corrective action, and the UM will be required to refute, with oral or written evidence, that just cause exists for the corrective action.



## **Article 17 MANAGEMENT RIGHTS**

### **17.1 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 federal, state, 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.

### **17.2 Maintenance of Standards**

#### **17.2.1 Citywide**

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 UMs 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, gender identity or expression, sexual orientation, disability, or whistleblower status in accordance with City's Executive Order 1-39 and should be reasonably related to the efficient and economical operations of affected departments or services provided and must not conflict with any federal, state, 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 Citywide 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 calendar 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.

### **17.2.2 Department Specific**

HOPE recognizes that Department Directors also have the authority and responsibility: (1) to propose department specific new initiatives, after consultation with the Human Resources Department, to increase the quality and efficiency of the public services delivered by the City including compensation programs such as new compensation incentive programs/policies or other forms of compensation, compensation plans and/or incentives; (2) to establish, modify and enforce reasonable rules, regulations, programs, policies, procedures and directives and/or (3) to establish new or alternative ways of meeting the need for public services and operational needs to supply department specific 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 department as it exists now or in the future. However, the City also recognizes that UMs should have input into such initiatives and should consider any negative

effects such measures may have on UMs. Such changes shall not be discriminatory on the basis of race, creed, color, religion, age, gender, gender identity or expression, sexual orientation, disability, or whistleblower status in accordance with the City's Executive Order 1-39 and should be reasonably related to the efficient and economical operations of affected departments or services provided and must not conflict with any federal, state, or local law (unless amended), governmental regulation or any provision of this Agreement. The City further agrees to allow the DLMCC to review and comment on proposed Department-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 Department Director or designee will present new initiatives to the DLMCC for review and comment at least twenty-one (21) calendar days before implementation.

## **Article 18 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.

## **Article 19   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 20 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 21 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 November 1, 2024, or the date countersigned by the City Controller, whichever is later, as set forth in the City Ordinance approving and authorizing this Agreement. The Agreement shall remain in full force and effect through June 30, 2027, unless otherwise provide below in this Article:

- A. The parties may amend this agreement at any time during the term of this agreement in accordance with the Amendment Article herein.
- B. The parties to this Agreement may mutually agree in advance to enter into negotiations on or before September 1, 2026, to amend, renew, novate, or extend this Agreement before the expiration date.
- C. If the parties have not entered into negotiation or have not come to an agreement on a successor agreement by the expiration of this Agreement, either party shall provide notice to the other, with at least ninety (90) days' notice, the desire to cancel or amend the Agreement.
- D. If neither party cancels the Agreement before the expiration date, it shall continue on a month-to-month basis.
- E. If no agreement is reached on or before June 30, 2028, this Agreement shall expire.

## **Article 22 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.



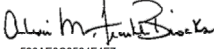
## **Article 23 RATIFICATION AND REPEAL**

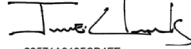
This Agreement being made under Chapter 146 TLGC, shall become effective and shall be enforceable and binding on the parties only if the parties ratify and approve their respective participation and assent to the terms of this Agreement through the ratification process mandated by Chapter 146, or by 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:

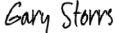
Date: 9/13/2024


For the City:


DocuSigned by:  
  
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Alisa M. Franklin-Brocks  
Chief Negotiator

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Jane E. Cheeks  
HR Director


For HOPE:

Signed by:  
  
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Gary Storrs, Chief Negotiator

Signed by:  
  
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Sonia Rico, President

Signed by:  
  
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Jason Evans, Vice President

Signed by:  
  
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Joseph C. Windham Executive Director


Signed by:  
  
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Charles Morris, Treasurer


Signed by:  
  
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Sandra Otoy, Secretary

Agreed to this 23rd day of October, 2024, 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.

**City of Houston, Texas**

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

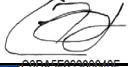
DocuSigned by:  
  
By: \_\_\_\_\_  
John Whitmire, Mayor

Signed by:  
  
By: \_\_\_\_\_  
Sonia Rico, President, HOPE


**ATTEST/SEAL**

**COUNTERSIGNED BY:**

DocuSigned by:  
  
By: \_\_\_\_\_  
Pat J. Daniels, City Secretary

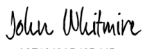
Signed by:  
  
By: \_\_\_\_\_  
Christopher G. Hollins, Controller  
Date Countersigned: 10/24/2024

**APPROVED AS TO FORM:**


DocuSigned by:  
  
By: \_\_\_\_\_  
Arturo G. Michel  
City Attorney

Agreed to upon signature of the President of HOPE and the Mayor of the City of Houston.

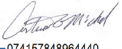
City of Houston, Texas

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By:  11/25/2024  
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John Whitmire, Mayor Dated

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

Signed by:  
By:  11/22/2024  
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Sonia Rico, President, HOPE Dated

APPROVED AS TO FORM:

DocuSigned by:  
  
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Arturo G. Michel  
City Attorney