



MEMORANDUM

Austin Police Department *Office of the Chief of Police*

Received
City of Austin
2016 AUG 26 PM 4: 19
Human Resources Dept

TO: Joya Hayes, Director of Civil Service

FROM: Art Acevedo, Chief of Police

DATE: August 26, 2016

SUBJECT: Agreed Temporary Suspension of Police Officer Leticia Solis # 5612
Internal Affairs Control Numbers 2016-0373 & 2016-0425

Pursuant to the provisions of Chapter 143 of the Texas Local Government Code, Section 143.052, Article 18 of the Meet and Confer Agreement between the City of Austin and the Austin Police Association, and Rule 10, Rules of Procedure for the Firefighters', Police Officers' and Emergency Medical Service Personnel's Civil Service Commission, I have agreed to temporarily suspend Police Officer Leticia Solis # 5612 from duty as a City of Austin, Texas police officer for a period forty five (45) days. The agreed temporary suspension is effective beginning on August 27, 2016 and continuing through October 10, 2016.

I took this action because Officer Solis violated Civil Service Commission Rule 10.03, which sets forth the grounds for disciplinary suspensions of employees in the classified service, and states:

No employee of the classified service of the City of Austin shall engage in, or be involved in, any of the following acts or conduct, and the same shall constitute cause for suspension of an employee from the classified service of the City:

- L. Violation of any of the rules and regulations of the Fire Department or Police Department or of special orders, as applicable.

The following are the specific acts committed by Officer Solis in violation of Rule 10:

On February 17, 2016, Officer Solis was counseled by her Sergeant regarding discrepancies on her timesheet. Her Sergeant also confirmed that her scheduled duty hours were Monday-Friday, 8:00 am to 4:00 pm, and informed her that any significant changes to her schedule needed to be entered in the unit calendar and he needed to be notified in advance. On March 16, 2016, Officer Solis changed her schedule without the knowledge or permission of her Sergeant and without noting that change in the unit calendar so that she could work an overtime assignment from 12:00 pm to 6:00 pm, hours that she was supposed to be working for the City (her work hours included 12:00 pm to 4:00 pm). Officer Solis stated that she knew her Sergeant would not approve the overtime so she did not tell him. In addition, Officer Solis was also absent without permission from her duty assignment on March 16th between the hours of 12:00 pm and 4:00 pm. This was not the first time that Officer Solis has been counseled about changing her work schedule without notifying her Sergeant.

On April 1, 2016, Officer Solis received an expectations memorandum which she signed. The memorandum prohibited her from working secondary employment "Until the completion of your Administrative Investigation, you will not work any secondary employment or overtime assignment, unless you are explicitly released from this restriction in writing by a member of your Chain of Command." On April 3, 5, 9, 10 and 13, 2016, Officer Solis worked secondary employment for Capital Metro prior to the completion of the administrative investigation and without the knowledge or approval of her chain of command.

By these actions, Officer Solis violated Rule 10.03(L) of the Civil Service Rules by violating the following rules and regulations of the Austin Police Department:

➤ **Austin Police Department Policy 110.4.4: Organizational Structure and Responsibility: Insubordination**

110.4.4 Insubordination

Employees will not be insubordinate. The willful disobedience of, or deliberate refusal to obey any lawful order of a supervisor is insubordination. Defying the authority of any supervisor by obvious disrespect, arrogant or disrespectful conduct, ridicule, or challenge to orders issued is considered insubordination whether done in or out of the supervisor's presence

➤ **Austin Police Department Policy 955.2: Attendance and Leave: General Attendance and Guidance**

955.2 General Attendance and Guidance

- (a) Employees will not be absent from work without prior approval from an immediate supervisor.

2. Employees who fail to report to work at the assigned place and time, or who leave work or an assignment without proper authorization will be subject to disciplinary action.

In addition to this forty five (45) day Agreed Suspension, Officer Solis is prohibited from working any Law Enforcement Related Secondary Employment (LERE) during this period of suspension, and is prohibited from working LERE for an additional period of one (1) year that begins on the day after she finishes serving this Agreed Suspension. After the one (1) year period has ended, Officer Solis may petition her chain of command to reinstate her LERE privileges but she may not work LERE unless and until her chain of command authorizes her to do so. Officer Solis understands and agrees that if I determine that she has worked LERE Secondary Employment during her forty five (45) day Agreed Suspension or during the subsequent one (1) year period (or longer if her chain of command does not reinstate her LERE privileges), she will be indefinitely suspended without the right to appeal that indefinite suspension to the Civil Service Commission, to an Independent Third Party hearing Examiner, to District Court, and she may not file a grievance under Article 20 of the Meet and Confer Agreement.

Furthermore, Officer Solis understands and agrees that she is entering into a Last Chance Agreement with me, meaning that if she has another sustained insubordination charge within one (1) year beginning on the day after she finishes serving this Agreed Suspension, she will be indefinitely suspended without the right to appeal that indefinite suspension to the Civil Service Commission, to an Independent Third Party hearing Examiner, or to District Court, and she may not file a grievance under Article 20 of the Meet and Confer Agreement. Officer Solis understands and agrees that the determination whether she has committed another act of insubordination is within my sole discretion to decide and is not subject to review or approval by the Civil Service Commission, an Independent Third Party Hearing Examiner, District Court, or an Arbitrator under Article 20 of the Meet and Confer Agreement.

Officer Solis also understands that this agreed temporary suspension may be taken into consideration in the Chief's determination whether a valid reason exists to bypass her for a future promotion in accordance with APD Policy 919.

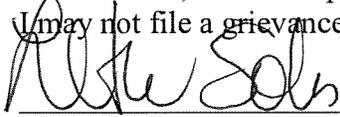
By signing this Agreed Discipline, Officer Solis understands and agrees that I am forgoing my right to indefinitely suspend her for the conduct described above and that by agreeing to the suspension, Officer Solis waives all right to appeal this agreed suspension and the additional terms and conditions to the Civil Service Commission, to an Independent Third Party Hearing Examiner, to District Court, and she may not file a grievance under Article 20 of the Meet and Confer Agreement.


ART ACEVEDO, Chief of Police

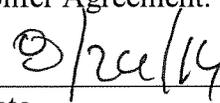

Date

TO WHOM IT MAY CONCERN:

I acknowledge receipt of the above and foregoing memorandum of agreed temporary suspension and I understand that by entering into this disciplinary agreement the Chief forgoes his right to indefinitely suspend me for the conduct described above. I further understand and agree that by entering into this agreement, I have no right to appeal this suspension or the additional terms and conditions stated herein to the Civil Service Commission, to an Independent Third Party Hearing Examiner, to the District Court, and I may not file a grievance under Article 20 of the Meet and Confer Agreement.



Police Officer Leticia Solis # 5612



Date