

RESOLUTION NO. 2015-07-___ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,
TEXAS, RATIFYING THE SECOND MEET AND CONFER AGREEMENT
WITH THE MCKINNEY POLICE ASSOCIATION**

WHEREAS, the City of McKinney recognizes and respects the invaluable public safety service that employees of the Police Department provide for the citizens of McKinney; and

WHEREAS, an open dialogue regarding McKinney Police Department concerns contributes to the continued success of the department; and

WHEREAS, the City of McKinney desires to facilitate strong relationships with its employees towards the common goal of providing superior public safety for our citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:

Section 1. The City Council of the City of McKinney, Texas hereby approves the Second McKinney Police Association Meet and Confer Agreement, Exhibit A.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 21ST DAY OF JULY, 2015.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
DENISE VICE, TRMC
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

Exhibit A

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF MCKINNEY, TEXAS,
AND
THE MCKINNEY POLICE ASSOCIATION

October 1, 2015,
Through
September 30, 2017

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THIS AGREEMENT (as defined below) is entered into in Collin County, Texas, by and between the McKinney Police Association and the City of McKinney, Texas, a Texas home rule municipal corporation. The Parties agree as follows:

ARTICLE I – DEFINITIONS

The following terms, abbreviations, and acronyms shall have the meanings stated below whenever referenced or used throughout this Agreement:

- **Agreement** shall mean this Meet and Confer Agreement effective for the period of October 1, 2015, through September 30, 2017.
- **Association** shall mean the McKinney Police Association.
- **City** shall mean the City of McKinney, Texas.
- **Market Data** shall mean the average minimum and maximum annual rates of pay at benchmark cities plus 1.5% for the ranks of Police Officer, Corporal, Sergeant, and Lieutenant. Benchmark cities consist of the following: Allen, Carrollton, Frisco, Garland, Grand Prairie, Irving, Lewisville, Mesquite, Plano, and Richardson. Market data is highlighted in yellow in Appendix A.
- **M&C** shall mean the Meet and Confer process as defined by Subchapter B of Chapter 142 of the Texas Local Government Code.
- **Police Officers** shall mean permanent, full-time Police Department personnel employed in the rank of Lieutenant, Sergeant, Corporal, and Police Officer. It shall also include full-time Police Department personnel employed in any other sworn rank created during the term of this Agreement below the rank of Deputy Chief. Further, effective upon the adoption of this Agreement, members who were employed as a Judicial Supervisor or Marshal as of May 1, 2015, will no longer be covered by this Agreement and will be placed in the City's market data pay plan. If the market pay plan is less than the current salary received, the City will continue to pay the current salary and benefits until the member is no longer employed by the City, and will not be entitled to any increase benefits bargained for in this Agreement.
- **TLGC** shall mean the Texas Local Government Code, as amended.
- **Parties** shall mean the City of McKinney and the McKinney Police Association.

ARTICLE II – AUTHORITY, RECOGNITION, AND DURATION

Section 1. Authority

The City and the Association have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142, Subchapter B. To the extent that this Agreement is in conflict with any other statute, executive order, local ordinance, or rule, this Agreement shall preempt such provision, as authorized by Section 142.067 of the TLGC.

Section 2. Recognition

The City recognizes the Association as the sole and exclusive M&C agent for all covered Police Officers, pursuant to Section 142.053 of the TLGC.

Section 3. Duration

This Agreement shall be effective beginning October 1, 2015, (the “Commencement Date”), upon ratification by the covered employees pursuant to a vote conducted by the Association and upon approval of the City by its City Council, in accordance with Chapter 142 of the TLGC. This Agreement shall expire at midnight, September 30, 2017, unless extended by written, mutual agreement.

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City cannot meet its funding obligations, as provided in the Texas Constitution, this entire Agreement becomes null and void.

In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet City obligations hereunder, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the City agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety if approved by a majority vote of the City Council.

Section 4. Complete Agreement

This Agreement constitutes the entire Agreement between the City and Association; and no party is bound by any contract, condition, or stipulation, understanding or representation not contained herein. It is understood and agreed that this Agreement may only be amended in writing by mutual consent of the City and the Association.

Section 5. Applicability

Unless otherwise specified, this Agreement applies to all Police Officers employed by the City, excluding the Police Chief and any Assistant Police Chiefs or Deputy Police Chiefs.

ARTICLE III – BASE SALARY

Section 1. Wages

Subject to all the other provisions of this Agreement, the wages of the Police Officers covered by this Agreement shall be paid during the term of this Agreement, in accordance with the wage rates, terms, and conditions described in the structured pay plan attached in Appendix A, which is incorporated for reference. In the event the Police Department is authorized to create any additional sworn rank, below Deputy Chief, the Parties shall meet to discuss an amendment to this Agreement specifying the salary for such rank.

Section 2. Effective Start Date of Pay Plan

Each Police Officer's base salary will be adjusted according to the pay plan in Appendix A that is equal to or greater than the Police Officer's expected salary as of September 30, 2015. This adjustment will occur on September 24, 2015, and be reflected on the October 12, 2015, paycheck. Beginning October 1, 2015, Police Officers will also be eligible for a one-step pay increase (if not topped out) on their hire or promotion anniversary date for each fiscal year of the Agreement.

Section 3. Salary Survey and Market Adjustments

City staff will survey salary competitiveness to be completed by April 30th of each calendar year. The results of that survey will be shared with Association leadership. City Management will include adjustments based on Market Data, steps (as reflected in Appendix B), and salaries consistent with a completed market study in the next fiscal year budget submitted to the City Council.

A positive market adjustment to the pay plan that is approved by City Council shall not be considered an amendment to this Agreement.

ARTICLE IV – CERTIFICATION PAY

Section 1. Certification Incentive Pay

Any Police Officer covered under this Agreement who has completed his/her new hire probationary period shall be eligible for Certification Pay according to the certification held at the following compensation:

- Intermediate Certification \$50/month
- Advanced Certification \$80/month
- Master Certification \$110/month

To be eligible, an employee must submit his/her certification verifying completion of requirements from the Texas Commission on Law Enforcement (TCOLE) to the Police Chief or his designee. Employees shall only be eligible for Certification Pay for active TCOLE certifications. When a new certification is earned, pay for that certification will be effective the first full pay period following the Chief's verification of completion.

Section 2. Effective Start Date and Payment Schedule

Payment will be made over 24 pay periods each year. Each of the 24 payments will be paid in half the monthly amount listed above.

ARTICLE V – EDUCATION PAY

Section 1. Education Incentive Pay

Any Police Officer covered under this Agreement who has completed his/her new hire probationary period shall be eligible for Education Pay according to the degree held at the following compensation:

- Associate's Degree \$50/month
- Bachelor's Degree \$100/month
- Master's Degree \$150/month

To be considered for education pay, an employee must submit his/her diploma and/or transcript verifying completion of the degree requirements. The Chief shall make the final decision as to the recognition of the degree and has the discretion to approve only those degrees obtained from a nationally and/or regionally accredited institution and recognized by the appropriate state agencies. Should there be any disagreement as to the eligibility of the diploma, the Chief shall make the final decision. Employees with multiple degrees shall be eligible for Education Pay only for the highest degree held. When a new degree is earned, Education Pay for that degree will be effective the first full pay period following the Chief's verification of completion.

Section 2. Payment Schedule

Education Pay payment will be made over 24 pay periods each year. Each of the 24 payments will be paid in half the monthly amount listed above.

ARTICLE VI – ASSIGNMENT PAY

Section 1. Restricted On-Call Compensation

Off-duty employees who are ordered by the Chief to be on restricted on-call duty shall be compensated at a rate of twenty dollars (\$20.00) per day while assigned to such restricted on-call duty. Restricted on-call duty shall be determined by departmental policy.

Section 2. Call Back Pay

“Call back” as used in this Article means an Officer having been released from duty for thirty (30) or more minutes and called back to report to duty by an appropriate supervisor or authority. Officers failing to complete assigned duties and/or tasks within their assigned tour of duty and are called back or held over to complete the assigned duties and/or tasks within thirty (30) minutes from being released from duty are not subject to “call back pay” as outlined in this Article.

Additionally, Officers who voluntarily report to duty prior to roll call and are ordered to perform a duty and/or task are not subject to “call back pay” as provided in this Article. However, Officers may submit for time and a half (1-1/2) overtime extending from the end of their tour of duty until such time the assignment has been completed and they are released by the appropriate supervisor or from the time they are ordered to perform a duty and/or task upon reporting early to work until the beginning of the tour of duty.

Call back shall be paid at the rate of time and one-half their regular rate of pay, with a two (2) hour minimum.

ARTICLE VII – CLOTHING ALLOWANCE

All Police Officers that have a plainclothes assignment shall receive clothing allowance of \$650.00 per year.

ARTICLE VIII – OUT OF CLASSIFICATION PAY (STEP UP)

The City shall classify all positions in the Police Department and shall specify the duties and prescribe the salary for each classification which are set forth in this Agreement.

An officer who is authorized by the Chief to perform an acting or interim position shall be paid the base salary as prescribed for that position during the time the officer is serving in said role.

ARTICLE IX – HOURS WORKED

All approved leave time (including but not limited to vacation leave, compensatory time and holiday leave), with the exception of family leave and sick leave time, used in a pay period, is to be included as hours worked for the calculation of overtime and FLSA compensation during the pay period.

Compensation for work-related travel time shall be determined in accordance with United States Department of Labor guidelines, 29 C.F.R. Part 785, as amended.

ARTICLE X – HOLIDAY BUY BACK PROGRAM

Section 1. Eligibility

Any Police Officer who is in a position that requires them to report to duty on a holiday and who has successfully completed his/her probationary period shall be eligible to participate in the holiday buy back program.

Section 2. Buy Back Maximum

Police Officers participating in the holiday buy back program may sell back up to the maximum number of forty (40) hours contained in the Police Officer's annual accrual of holiday leave time.

Section 3. Procedures and Responsibilities

Each year, the City shall notify Police Officers via the City email system in reference to the declaration period for participation in the holiday buy back program. This notification shall be a minimum of ten (10) business days prior to the declaration period and the declaration period shall be a minimum of thirty (30) calendar days.

Police Officers who choose to participate shall complete the established form declaring the number of hours to be used in the buy back program and return it to the City. Police Officers who fail to submit the form by the established deadlines shall not be eligible to participate in the buy back program.

ARTICLE XI – SICK LEAVE PAYOUT PROGRAM

Section 1. Sick Leave Accrual

During the term of this Agreement, Police Officers shall accrue sick leave at a per pay period rate that equates to 11.37 hours/month.

Section 2. Sick Leave Accrual Maximum

Sick leave shall not be limited or capped.

Section 3. Sick Leave Payout

Upon separation, Police Officers shall receive partial payout of accrued sick leave subject to the following provisions.

Police Officers who declare their retirement date between 365 days and 545 days (the "Declaration Window") in advance shall receive a sick leave payout at the following rates:

- 0-9 years of service with the City of McKinney: not eligible
- 10-14 years of service with the City of McKinney: up to 385 hours
- 15-19 years of service with the City of McKinney: up to 570 hours
- 20+ years of service with the City of McKinney: up to 770 hours

Once a Police Officer establishes his/her retirement date within the Declaration Window, a Police Officer may extend their retirement date up to a date which is not greater than 545 days from the internal date of declaration and will still be eligible for a 100% sick leave payout at the listed rates. If a Police Officer elects not to retire at the end of his/her established retirement date, whether or not extended, the Police Officer shall be required to wait twenty-four (24) months from the established date of retirement date before declaring his/her retirement date again to be eligible for a 100% sick leave payout.

Police Officers who do not declare their retirement within the Declaration Window and retire in accordance therewith, shall receive payout at 75% of the established hours. (Police Officers who retire between October 1, 2015, and October 1, 2016, shall be exempt from the 365-day notice requirement).

Police Officers who are medically retired under TMRS shall not be required to meet the 365-day notice requirement; however, written notice is required to the City within five (5) calendar days of when the Police Officer notifies TMRS.

Police Officers who leave in good standing, but not retiring through the TMRS system, shall receive payout at 50% of the established hours.

Police Officers who do not leave in good standing shall not be eligible for sick leave payout. For purposes of this Article, "good standing" is defined as a Police Officer who receives an honorable discharge on his/her F-5.

All other provisions of the City's sick leave policy and procedures shall continue to be governed by the existing City and Police Department policies and procedures.

ARTICLE XII – VACATION ACCRUAL

Section 1. Vacation Accrual

The rate of vacation accrual for Police Officers shall be stair-stepped in order to reward longevity using the following schedule:

- 0 to 9 years of completed service accrue at 120 hours/year or 10 hours/month
- 10 to 19 years of completed service accrue at 152 hours/year or 12.67 hours/month
- 20 or more years of completed service accrue at 200 hours/year or 16.67 hours/month

Section 2. Vacation Accrual Maximum

Police Officers may carry forward up to 300 hours of vacation from one calendar year to another.

All other provisions of the City's vacation policy and procedures will continue to be governed by the then existing City and Police Department policies and procedures.

ARTICLE XIII – MEETING RIGHTS WITH THE CHIEF

The Chief shall make a reasonable effort to meet monthly with representatives of the Association at a mutually agreed upon time and place, and at other mutually scheduled times. Either party may request in writing that a meeting be scheduled. Such requests shall not be unreasonably denied.

ARTICLE XIV – PERSONNEL FILES

Section 1. Access

A Police Officer, with or without his/her designated representative, shall be entitled to review the contents of his/her official file, upon request and during normal business hours, unless an investigation concerning the Police Officer is currently in progress. The Human Resources Department shall make every effort to set appointments from said requests within five (5) business days of the request. A Police Officer is entitled, upon request, to a copy of any letter, memorandum, or document placed in his/her file. In the event an investigation is currently in progress, materials pertaining to that investigation shall not be available until the investigation is completed.

Section 2. Notification of Placement

A Police Officer shall be presented any formal disciplinary action or formal performance evaluations in person. He/she will be asked to sign and will be given the opportunity to prepare any written response within seven (7) calendar days to such action or review and have it attached and included in the official personnel file.

Section 3. Release of Information

The Human Resources Department may not release information contained in a Police Officer's official file without first obtaining the Police Officer's written permission unless the release of the information is required by law.

ARTICLE XV – NO STRIKE/NO LOCKOUT

During the term of this Agreement, all members of the Association agree that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impeded or otherwise impair the normal functions of the Police Department. The City agrees that it will not authorize, encourage or otherwise support any lockout.

ARTICLE XVII – BULLETIN BOARDS

Section 1. Bulletin Board Space

The Association shall be permitted to maintain, at its cost, at the Public Safety Building, one (1) bulletin board at each division area to be used exclusively for association business. This bulletin board shall be allowed by the City, and the City and the Association mutually agree the bulletin board shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association. The City will not allow the use of bulletin boards on any premises of the Police Department by any other employee organization, unless such employee organization is otherwise authorized to be a collective bargaining agent for Police Officers, as defined herein.

Section 2. Indemnification of City

The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with the provisions of this Article. The Association and City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

Section 3. Maintenance of Posted Materials

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all City policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

ARTICLE XVII - PAYROLL DEDUCTION OF DUES

Section 1. Payroll Deduction of Dues

The City shall deduct, in a manner consistent with the current pay schedule, dues in an amount certified to be current by the Secretary/Treasurer of the Association, from the pay of those members of the Association who individually request, in writing, that such deductions be made. The total amount of deductions and a list of each member's total deduction shall be remitted by the City to the Secretary/Treasurer of the Association within fourteen (14) business days. Such deductions may occur for Association membership, Texas Municipal Police Association (TMPA) membership, or both. The City shall not authorize payroll deductions for membership dues on behalf of any other employee organization, unless such employee organization is otherwise qualified to be a collective bargaining agent for Police Officers, as defined herein.

Section 2. Indemnification of City

The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with the provisions of this Article. The Association and City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

Section 3. Authorized Changes

The deduction amount shall remain constant until the City is notified in writing by the Secretary/Treasurer of the Association to change the amount. The Association may change the amount of the deduction with thirty (30) calendar days notice to the City in writing. Members of the Association who wish to voluntarily initiate, or withdraw, authorization for deductions must personally sign the appropriate form as required by the City. The City shall forward to the Secretary/Treasurer of the Association all authorizations or cancellations of voluntary deductions by members of the Association.

ARTICLE XVIII – MPA COMMUNICATIONS

When the Association has questions and/or issues regarding operational matters, including personnel matters, the Association shall make a reasonable effort to address those issues to departmental management.

ARTICLE XIX – MANAGEMENT RIGHTS

Section 1. Department Management

Except as provided for by State or Federal law, or Departmental General Orders approved by the City Council, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the City shall retain the sole, exclusive, and vested right, prerogative, power and authority to manage the Departments and the workforce in the Departments in all respects, including, but not limited to:

1. the right to hire, train, promote, demote, discipline, suspend, discharge, reprimand, assign, reassign, transfer, retain, or layoff employees;
2. the right to establish, eliminate, or modify the qualifications and minimum requirements for hiring, training, promotions, transfers, and job assignments and reassignments;
3. the right to establish, eliminate, classify, reclassify, or modify the number and types of positions and job classifications;
4. the right to assign and direct the work of Officers, including the scheduling and assignment and reassignment of duties, responsibilities and hours of work;
5. the right to establish, eliminate, or modify the methods, processes, means and personnel by which operations are to be carried out;
6. the right to establish, eliminate, modify, review, and enforce rules and standards governing job performance, personal conduct and appearance, uniforms and equipment, safety, training, education, attendance, discipline, and efficiency;
7. the right to establish, abolish, or modify processes and procedures for investigating and reviewing Officer conduct and complaints, relating to that conduct; and
8. the right to determine the wages, salaries, rates of pay, hours of work, and other terms of employment of the Officers and employees in the Departments.

Section 2. Management Rights Retained

Except as provided for by State or Federal law, or Departmental General Orders approved by the City Council, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights and prerogatives of management not expressly mentioned or described by this Article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect. If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular

right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law.

ARTICLE XX - GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances. A grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of this Agreement. The Association or any bargaining unit Police Officer may file a grievance under the terms of this Agreement. Each grievance shall be submitted on a form agreed to by the Parties and must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the section(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought; and (4) the Police Officer's signature, or if filed by the Association, the signature of the Association President.

Section 2. Procedure

Step 1

A Police Officer who is aggrieved must file a grievance with the Association within thirty (30) calendar days of the date upon which the Police Officer knew of or should have known of the facts or events given rise to the grievance. During this time the Police Officer is encouraged to verbally inform his/her immediate supervisor of the grievance and seek resolution, if possible at the supervisor level, consistent with the terms of this Agreement. If the Association files a grievance on its own behalf, it must also do so within thirty (30) calendar days of the date upon which the Association knew or should have known of the facts or events giving rise to the grievance. A copy of the notice of receipt of the grievance shall be forwarded to the Police Chief by the Association within five (5) calendar days of receipt of the grievance. The Association, by majority vote of its Board of Directors, shall within fifteen (15) calendar days of receipt of the grievance, determine in its sole discretion, if a grievance exists. If the Association determines that no grievance exists, it shall notify the Police Chief in writing that no further proceedings will be necessary. If the Association determines that the grievance is valid, it shall process the grievance on behalf of the Police Officer (s) by forwarding the written grievance to Step 2 of this procedure.

Step 2

Any grievance found to be valid by the Association shall be submitted to the Police Chief within ten (10) calendar days of the Step 1 ruling. After receipt of the grievance, the Police Chief shall submit his/her response in writing to the Association within fifteen (15) calendar days.

Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) calendar days from receipt of the Police Chief's decision to submit the matter to mediation. The Association shall invoke mediation by delivering a letter so stating to the Police Chief.

Step 4

If a grievance is submitted to mediation, the City and the Association may, within five (5) calendar days of such request, mutually agree to a neutral mediator. If the Parties are unable to agree on such an appointment, the City shall, within five (5) calendar days, request a list of five (5) mediators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or a credentialed mediator authorized pursuant to Chapter 154 of the Texas Civil Practice and Remedies Code, with a courtesy copy of the request being sent to the Association within three (3) calendar days. Within ten (10) calendar days following receipt of the list of mediators, the Parties shall select a mediator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual on the list shall serve as the mediator. If either party fails to participate in the selection of a mediator within the ten (10) calendar day period as stated above, the other party is authorized to strike three (3) names on the list and return it to the AAA or FMCS for selection of the mediator from the remaining names on the list, with a copy to the other party sent by certified mail. The mediator so selected shall, through the agency selected, be promptly notified of his or her selection and the Parties in agreement with the mediator shall select a time, place and date for the mediation.

(a) If no mutually agreed upon solution is reached during the mediation, the mediator may, within thirty (30) calendar days after conclusion of the mediation, propose an alternative resolution.

(b) The City and the Association shall each have seven (7) calendar days following the receipt of the proposed alternative resolution to submit a written response to the other party.

(c) The cost of the impartial mediator shall be shared equally between the Association and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the Parties.

(d) The Association shall be entitled to charge those members covered under the bargaining unit, but not members of the Association, reasonable fees and expenses for representation.

(e) Each party shall be responsible for the cost of the attendance of its witnesses at the contract grievance mediation.

(f) If the final date of any response and/or filing period falls upon a City holiday (observed date), Saturday or Sunday, then the due date will fall on the next business day.

Step 5

If no mutually agreed upon resolution can be achieved through mediation, the Association shall have ten (10) calendar days from receipt of the City's response to a proposed alternative resolution, or forty (40) calendar days from the date of mediation, if no proposed alternative resolution exists, to submit the matter to arbitration. The Association shall invoke arbitration by delivering a letter so stating to the Police Chief.

Step 6

If a grievance is submitted to arbitration, the City and the Association may, within five (5) calendar days of such request, mutually agree to a neutral arbitrator. If the Parties are unable to agree on such an appointment, the City shall, within five (5) calendar days, request a list of five (5) arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) with a courtesy copy of the request being sent to the Association within three (3) calendar days. Within ten (10) calendar days following receipt of the list of arbitrators, the Parties shall select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. If either party fails to participate in the selection of an arbitrator within the ten (10) calendar day period as stated above, the other party is authorized to strike three (3) names on the list and return it to the AAA or FMCS for selection of an arbitrator from the remaining names on the list, with a copy to the other party sent by certified mail. The arbitrator so selected shall, through the agency selected, be promptly notified of his or her selection and the Parties in agreement with the arbitrator shall select a time, place and date for the hearing of the grievance.

(a) Within thirty (30) calendar days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and the City.

(b) With respect to the application, interpretation and enforcement of the provisions of the Agreement the decision of the arbitrator shall be final and binding on the Parties of this Agreement.

(c) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to modify or to establish new provisions as to the present Agreement, or to arbitrate away, in whole or in part, the provisions or amendments thereof.

(d) The cost of the impartial arbitrator shall be shared equally between the Association and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the Parties.

(e) The Association shall be entitled to charge those members covered under the bargaining unit, but not members of the Association, reasonable fees and expenses for representation.

(f) Each party shall be responsible for the cost of the attendance of its witnesses at the contract grievance hearing.

(g) If the final date of any response and/or filing period falls upon a City holiday (observed date), Saturday or Sunday, then the due date will fall on the next business day.

Section 3. Time Limits

All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. In the event the Association, or the grievant, fail to meet the time limits at any step of the procedure the grievance shall be considered resolved and no further action shall be required. Failure by the City to meet the time limits at any step shall be considered a denial of the grievance and shall automatically allow the grievance to proceed to the next step.

Section 4. Election of Remedies

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration constitutes an election of remedies and any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded their authority and jurisdiction as provided under this Agreement; that the decision of the arbitrator was procured by fraud or collusion or that the arbitrator's decision is based upon a clear and manifest error of law.

ARTICLE XXI – SAVINGS CLAUSE, PREEMPTION, AMENDMENT AND REPEAL

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to attempt, in good faith, to agree on a substitute provision. If the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. The thirty (30) day deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may only be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall preempt the provisions of any state statute, Executive Order, local ordinance, or rule, which are in conflict herewith. This preemption

provision is authorized by Section 142.067 of the TLGC.

Section 3. Amendment Clause

This Agreement may not be changed or altered in any manner except by mutual written agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments or as a Restated Agreement. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective Parties. All Amendments shall be ratified in the same manner as provided by state law for original ratification.

Section 4. Repeal

Notwithstanding any provision herein to the contrary, subject to the thirty (30) day negotiation period referenced in this Section, this Agreement shall be deemed repealed and of no further force and effect in the event that the City, through citizen initiative, ordinance or by other means, adopts or otherwise enacts any provision granting to any Police Officers, as defined herein, any property right, due process or "just cause" right or interest in their employment with the City; however, the Association and the City shall have thirty (30) days following either (i) the date of canvassing of said election or (ii) the enactment of a provision referenced herein during which thirty (30) day period the Parties may attempt to negotiate a new M&C agreement or amendment(s) to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives, to be effective on the 1st day of October, 2015.

CITY OF MCKINNEY

MCKINNEY POLICE ASSOCIATION

By: Tom Muehlenbeck,
Interim City Manager

By: Jose Quiles,
President

ATTEST:

ATTEST:

Sandy Hart, City Secretary

Michelle Read, Secretary

APPENDIX A

CITY OF MCKINNEY
 POLICE STEP PAY PLAN
 EFFECTIVE OCTOBER 1, 2015 - DRAFT
1.5% ABOVE MARKET BASED ON 4/22/2015 SURVEY DATA

Step \$	Grade	Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$3,482.47	P16	Lieutenant	\$95,296.32 \$45,8155	\$98,778.79 \$47,4898	\$102,261.25 \$49,1641						
\$2,397.77	P14	Sergeant	\$81,857.72 \$39,3547	\$84,255.49 \$40,5074	\$86,653.26 \$41,6602	\$89,051.03 \$42,8130					
\$2,340.25	P12	Corporal	\$69,305.73 \$33,3201	\$71,645.98 \$34,4452	\$73,986.23 \$35,5703	\$76,326.48 \$36,6954	\$78,666.74 \$37,8205				
\$2,282.74	P10	Police Officer	\$56,753.73 \$25,8428	\$59,036.47 \$28,3829	\$61,319.20 \$29,4804	\$63,601.94 \$30,5779	\$65,884.67 \$31,6753	\$68,167.41 \$32,7728	\$70,450.14 \$33,8703	\$72,732.88 \$34,9677	\$75,015.61 \$36,0652
	P09	Recruit	\$53,916 \$24,5505								

Yellow indicates cells where market data was inputted
 Corporal start pay based on average of Sgt and Officer start pay (insufficient market data)
 Recruit pay based on 95% of Officer start pay

APPENDIX B

City of McKinney
2015 Police Salary Survey

City	Officer		Sergeant		Lieutenant	
	Start	Top	Start	Top	Start	Top
Allen	\$56,326	\$71,959	\$78,568	\$85,252	\$89,909	\$97,557
Carrollton	\$54,984	\$76,044	\$78,878	\$89,221	\$101,440	\$107,336
Frisco	\$53,831	\$71,882	\$78,007	\$86,994	\$91,883	\$103,186
Garland	\$53,900	\$72,562	No Match	No Match	\$90,443	\$95,277
Grand Prairie	\$54,480	\$74,843	\$80,094	\$88,300	\$92,843	\$102,360
Irving	\$54,396	\$72,900	\$75,540	\$87,444	\$90,492	\$99,768
Lewisville	\$56,618	\$71,532	\$81,720	\$85,829	\$92,566	\$97,210
Mesquite	\$56,363	\$71,935	\$87,263	\$87,263	\$98,747	\$98,747
Piano	\$61,900	\$81,288	\$87,933	\$91,314	\$98,186	\$104,050
Richardson	\$56,352	\$74,124	\$77,832	\$87,996	\$92,388	\$102,012
Market Average	\$55,915	\$73,907	\$80,648	\$87,735	\$93,888	\$100,750
McKinney	\$53,753	\$71,589	\$77,839	\$85,271	\$90,203	\$97,408
Difference \$	-\$2,162	-\$2,318	-\$2,809	-\$2,464	-\$3,685	-\$3,342
Difference %	-4.0%	-3.2%	-3.6%	-2.9%	-4.1%	-3.4%

Completed 3/18/2015
Revised 7/6/2015
Presented
Human Resources

Frisco City Council authorized a 2% mid-year adjustment to steps effective 4/6/2015.