# MEET AND CONFER AGREEMENT

# BETWEEN

# THE CITY OF MCKINNEY, TEXAS,

# AND

# THE MCKINNEY POLICE ASSOCIATION

Amended and Restated

October 1, 2021,

Through

September 30, 2027

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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, 2021, through September 30, 2027.

- **Association** shall mean the McKinney Police Association or any other successor organization or entity duly authorized to represent Police Officers, as defined herein.

- **City** shall mean the City of McKinney, Texas.

- **Market Data** shall mean (1) the average minimum and maximum annual rates of pay at benchmark cities plus 1.5% for Fiscal Year 2021-22; 1.75% for Fiscal Year 2022-23 and Fiscal Year 2023-24; 2.0% for Fiscal Year 2024-25 and Fiscal Year 2025-26; and 2.25% for Fiscal Year 2026-27, for the ranks of Police Officer, Corporal, Sergeant, and Lieutenant, calculated as of April 30th of each calendar year; and (2) the average minimum and maximum annual rates of pay at benchmark cities for the ranks of Police Officer, Corporal, Sergeant, and Lieutenant, calculated as of January 1st of each calendar year. 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. Market Data shall be utilized in determining salary adjustments twice per calendar year. The April 30th salary survey results shall be effective on October 1st and the January 1st salary survey results shall be effective on February 1st.

- **M&C** shall mean the Meet and Confer process as defined by Subchapter B of Chapter 142 of the Texas Local Government Code.

- **Parties** shall mean the City of McKinney and the McKinney Police Association.

- **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.

- **TLGC** shall mean the Texas Local Government Code, as amended.

## 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, 2021, (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, 2025, unless extended by written, mutual agreement; however, if neither the Association nor the City submits a letter of intent to negotiate a new Agreement by April 1, 2025, this Agreement shall be extended until September 30, 2027.

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 B that is equal to or greater than the Police Officer's expected salary as of September 30, 2021. This adjustment will be reflected on the first paycheck of the fiscal year. Beginning October 1, 2021, 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, based on Market Data, twice each calendar year. The results of each 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 each completed market study, and each fiscal year budget submitted to the City Council shall reflect such Market Data.

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

Sworn Officer's, below the rank of Chief, whose pay is already at or above the top step of the pay range shall receive a lump sum payment equivalent to 1.08% of their current base salary on their City of McKinney employment anniversary date as outlined by City policy.

## 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 made over twenty-four (24) pay periods each year. Each of the twenty-four (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 twenty-four (24) pay periods each year. Each of the twenty-four (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 thirty-two dollars ($32.00) per day while assigned to such restricted on-call duty.

## 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 (1½) 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 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.

## Section 3. Special Event Pay and Special Event Cancellation

For the good and efficient operation of the Department, the Police Chief has the authority to make assignment of work outside the normal schedule for special events. A "Special Event" is defined as an activity outside the scope of the day-to-day operations of the Police Department, as defined by the Police Chief, and includes, but is not limited to, community events. Police Officers are required to report for duty in advance of a Special Event and in the event that a Special Event is cancelled after the Police Officer has reported, the Police Officer shall be entitled to a minimum of two (2) hours of compensation for reporting for the Special Event.

# ARTICLE VII – CLOTHING AND CELL PHONE ALLOWANCE

All Police Officers who have a plainclothes assignment shall receive a clothing allowance

of six hundred fifty dollars ($650.00) per year and all Police Officers shall receive a cell phone allowance of fifty dollars ($50.00) per month unless a higher amount is authorized by the Police Chief.

## 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/was in a patrol position that requires/required him/her to report to duty on a holiday within the prior year, 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 any accrued, unused holiday hours contained in their annual accrual of holiday leave time during the declaration period. A maximum of four (4) workdays (as determined by the Police Officer's work shift as of December 31st of any year) of unused holiday time can be carried over to the next calendar year.

### 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 of employment, Police Officers shall receive partial payout of accrued sick leave subject to the following provisions:

Police Officers who terminate employment with the City in good standing 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

Police Officers who terminate employment with the City and do not leave in good standing shall not be eligible for any sick leave payout. For purposes of this Article, “good standing” is defined as a Police Officer who at the time of termination of employment receives from the Police Chief an honorable discharge on his/her F-5, or applicable successor TCOLE statute or regulation.

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 160 hours/year or 13.33 hours/month
- 20 or more years of completed service accrue at 200 hours/year or 16.67 hours/month

The rate of vacation accrual shall be modified if the City enhances the benefit during the term of this Agreement.

**Section 2. Vacation Accrual Maximum**

Police Officers may carry forward up to three hundred (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 XVI – 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 Department and the workforce in the Department 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 lay off 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 Department.

### 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.

## Section 3. Notice to Association by Police Chief to Amend Certain General Orders

Except in exigent circumstances, the Police Chief agrees not to amend MPD General Order 104.001, "Promotional Procedures," MPD General Order 104.0024, Peer Support," MPD General Order 105.001, "Personnel Complaints; Investigation," or MPD General Order 105.002, "Corrective Measures," without first providing the Association a written notice at least thirty (30) calendar days in advance of any proposed amendment and allowing the Association an opportunity to consult the Police Chief about any proposed amendment to the foregoing General Orders; however, the decision of the Police Chief to amend any such General Order is final.

# 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. For any step in the grievance procedure, each party shall bear its own costs and attorney's fees.

## 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, and shall expeditiously pursue such 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.

(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 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 twenty (20) 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 to this Agreement; however, in no event shall the City be required or otherwise obligated to appropriate funds based upon the opinion of the arbitrator; however, at a regularly scheduled meeting the City may consider whether to appropriate funds in response to the opinion of the arbitrator. If the City opts not to appropriate said funds, then the grievance is deemed resolved and no further action may be taken.

## 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.

## ARTICLE XXI – ASSOCIATION BUSINESS LEAVE (ABL)

### Section 1. ABL Pool

Within one hundred and twenty (120) calendar days after the execution of this Agreement, and then annually thereafter during the first full pay period in January for each year covered under this Agreement, the City shall assess from each member of the bargaining unit one (1) hour of vacation leave time from members to be contributed to the Association Business Leave (ABL) Pool.

At the end of each calendar year during this Agreement, unused ABL hours up to one hundred fifty (150) hours will carry over.

### Section 2. Use of ABL Pool Hours

MPA Executive Board members and other members as designated by the Executive Board, shall be permitted time off with pay, designated as ABL, to conduct the business of the Association. ABL may be used for, but not limited to: attendance of regular and special called meetings, conventions, conferences, contract negotiations, and grievance and/or disciplinary hearings. ABL will be counted as hours worked for the calculation of overtime and FLSA compensation.

### Section 3. Requests for Use

All requests for ABL shall be approved by the MPA Executive Board and submitted to the Police Chief or his designee at least seventy-two (72) hours in advance and shall adhere to the same scheduling guidelines as other department leave. ABL shall not be scheduled in a manner that causes overtime. The Police Chief or his designee shall have final approval of ABL scheduling.

### Section 4. Association Executive Board Members

Within thirty (30) days after the execution of this Agreement, the Association shall notify the Police Chief in writing as to the names of the MPA Executive Board. The Association shall thereafter promptly notify the Police Chief of any changes in the composition of its Executive Board.

## ARTICLE XXII – FORCE REDUCTION AND REINSTATEMENT

In the event that the City vacates or abolishes a Police Department position, the police officer who holds that position shall be demoted to a position within the Police Department below the vacated or abolished position. If one or more positions of equal rank is vacated or abolished, the police officer with the least seniority in that position shall be demoted

first. If a position in the lowest classification is abolished or vacated and a reduction in force occurs, the police officer with the least seniority shall be the first terminated.

In this event, a Reinstatement List shall be developed with the last police officer reduced being the first police officer at the top of the list for potential rehire should the position be reauthorized within one (1) year from the effective date of the reduction in force.

## ARTICLE XXIII – 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, 2025.

**CITY OF MCKINNEY**

By: Paul Grimes,
City Manager

**ATTEST:**

Empress Drane, City Secretary

**MCKINNEY POLICE ASSOCIATION**

By: Robert Kelly,
President

**ATTEST:**

Daniel Rogers, Secretary

# APPENDIX A

(2021 Police Salary Survey)

# APPENDIX B

(Police Step Pay Plan)