

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

October 1, 2012

Through

September 30, 2015

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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

Section 1. Terms Defined. The following terms, abbreviations, and acronyms shall have the meanings stated below whenever referenced or used throughout this document:

- **Agreement** shall mean this First Meet and Confer Agreement effective for the period of October 1, 2012 through September 30, 2015.
- **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 for the ranks of Police Officer, Sergeant, Lieutenant, and Deputy Chief. 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 the Texas Local Government Code.
- **Police Officers** shall mean permanent, full-time Police Department personnel employed in the rank of Deputy Chief, 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 Assistant Chief. For the purpose of this Agreement, it shall also include Municipal Court employees in the ranks of Judicial Enforcement Supervisor and Marshal.
- **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, 2012 (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, 2015, unless extended by written agreement.

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 Assistant 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 Assistant 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 adjust to the nearest step of the pay plan in Appendix A that is equal to or greater than the Police Officer's expected salary as of September 30, 2012. This adjustment will occur on September 24, 2012 and be reflected on the October 12, 2012 paycheck. Beginning October 1, 2012, Police Officers will also be eligible for a one step pay increase (if not topped out) on their hire or promotion anniversary date for fiscal year 2012-2013.

Section 3. Salary Survey and Market Adjustments. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of that survey will be shared with Association leadership. City Management will include market adjustments, steps, and salaries consistent with a completed market study in the next fiscal year budget submitted to the City Council.

Market adjustments will be triggered if any Market Data is 1.5% or more below market. When triggered, market adjustments will involve updating the structured pay plan according to methodology included in Appendix A.

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 Officer Standards and Education (TCLEOSE) to the Police Chief or his designee. Employees shall only be eligible for Certification Pay for active TCLEOSE 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. Certification Pay will begin in October of 2013. 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 holds 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. Effective Start Date and Payment Schedule. Education Pay will begin in October of 2014. 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 – SICK LEAVE

Section 1. Sick Leave Accrual. During the term hereof, 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. Police Officers who are considered to have left in good standing with the City and have worked for the City for a minimum of five (5) years consecutively shall receive up to 160 hours of accrued sick leave paid upon separation.

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

ARTICLE VII – 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 VIII - BULLETIN BOARDS

Section 1. Bulletin Board Space. The Association shall be permitted to maintain, at the Public Safety Building, one (1) bulletin board to be used exclusively for association business. This bulletin board shall be allowed by the City, 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.

Section 2. 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 IX - 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.

Section 2. 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 X – SAVINGS CLAUSE, PREEMPTION AND AMENDMENT

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 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.

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, 2012.

City of McKinney

McKinney Police Association

By: Jason Gray,
City Manager

By: Thomas Macri,
President

Attest:

Attest:

Sandy Hart, City Secretary

Rebecca Ingram, Secretary

