

Legislation Text

File #: 20-4680, Version: 1

A resolution approving and ratifying a Memorandum of Understanding between the City of Mesquite, Texas (“City”), and the Mesquite Police Association (“Association”) under Subchapter B of Chapter 142 of the Texas Local Government Code effective as of February 28, 2020, and remaining in effect through September 30, 2022, unless extended as set forth therein (the “CITY/MPA 2020 Meet and Confer Agreement”); authorizing the City Manager to execute the CITY/MPA 2020 Meet and Confer Agreement and authorizing the City Manager, or the City Manager’s designee, to take all actions necessary or requested to carry out the terms and provisions of the CITY/MPA 2020 Meet and Confer Agreement including, without limitation, the execution of extensions of the CITY/MPA 2020 Meet and Confer Agreement under the terms and provisions set forth therein.

The existing meet and confer agreement between the City and the Mesquite Police Association (MPA) continues through February 27, 2020. The City and the MPA meet and confer negotiating teams held numerous meetings negotiating and deliberating a new meet and confer agreement. The resulting proposed meet and confer agreement would be effective as of February 28, 2020 and remain in effect through September 30, 2022. The Mesquite Police Association concluded a vote on the proposed new meet and confer agreement on February 11, 2020. The proposed new agreement was approved and ratified by a majority of the police officers who would be covered by the proposed new agreement. The terms of the proposed new agreement are generally the same as the existing meet and confer agreement between the City and the MPA. New provisions of this agreement include:

- ***Lateral Entry Program.*** The provisions in the existing agreement were updated to account for the additional Pay Grade PG1, Step B6.
- ***Special Assignment Compensatory Time.*** The new agreement includes a provision allowing police officers who are assigned by the MPD Police Chief to certain Special Assignments (as defined in the agreement) and who satisfy certain eligibility criteria to receive 3.6 hours of compensatory time for each month or partial month during the term of the agreement that such police officer is assigned to a Special Assignment. Police Officers assigned to a Special Assignment who satisfy additional eligibility criteria will be eligible to receive an additional .25 hours of compensatory time for each hour actually worked while performing a Special Assignment [excluding any time spent while training for a Special Assignment]. Special Assignment categories currently meeting the criteria of a Special Assignment include: Crime Scene Tech, DRE/Drug Recognition Expert, Dispatch-Trained, Negotiators, Polygraphers, Spillman, Tactical, Coach Drivers, DWI/ARIDE, and Special Response Team.
- ***CID Compensatory Time.*** The new agreement includes a provision allowing police officers assigned by the MPD Police Chief to the Criminal Investigations Division (CID) (the “CID Assignment”) who are listed on the CID On-Call List (as defined in the agreement) and who satisfy certain eligibility criteria to receive 3.3 hours of compensatory time for each month or partial month during the term of the agreement that such police officer is assigned to the CID Assignment. Police Officers assigned to the CID Assignment who satisfy additional eligibility criteria will be eligible to receive an additional .25 hours of compensatory time for each hour actually worked while performing CID Assignment duties in

response to a CID Call-Out (as defined in the agreement).

- ***Communications Assignment Compensatory Time.*** Each police officer who is assigned by the MPD Police Chief with the mandatory duty to carry a cell phone while off duty and to respond to Critical Work-Related Communications (as defined in the agreement) while off-duty (the “Communications Assignment”) and who satisfies certain eligibility criteria shall receive one and one-half (1.5) hours of mandatory compensatory time for each month or partial month during the term of the agreement that the police officer is assigned to the Communications Assignment.
- ***Incentive for Working Special City Events.*** The MPD traditionally has difficulty scheduling enough police officers to work overtime for the following six city events (the “Special City Events”): (1) Christmas in the Park; (2) the Downtown Square Tree Lighting; (3) the Town East Mall Christmas Holiday Season; (4) Summer Sizzle; (5) the Rodeo Bike Ride; and (6) the Rodeo Parade. The existing agreement provides an incentive of one-fourth (.25) of an hour of compensatory time for every hour of overtime a police officer works at any one or more of the Special City Events. The new proposed agreement expands the City events eligible for the additional compensatory time to include the Independence Day and Fourth (4th) of July Holiday patrols related to firearms and fireworks enforcement.
- ***Increase in Maximum Accrual of Compensatory Time for Police Officers.*** The new agreement increases the maximum accrual of compensatory time from 120 hours to 160 hours.
- ***Future Extension of Agreement.*** The new agreement includes a provision that in the event the parties are engaged in negotiations for a successor agreement at the time the agreement would otherwise expire, the MPA’s and the City’s meet and confer negotiating teams may extend the agreement in two (2) 90 day increments up to a maximum of 180 days from expiration.

Recommended/Desired Action

Staff recommends approval of the resolution.

Attachment(s)

Resolution

Drafter

Jeff Jones

Head of Department

Jeff Jones