

Dear President Dekmar,

My name is Chris CeBallos I am on the Board of Directors for the Arlington Municipal Patrolman's Association in Arlington Texas. I am sending you this letter to make you and your organization aware of some information regarding the City of Arlington and the Arlington Police Department.

Enclosed you will find a copy of a complaint that our Association has filed with the Texas Attorney General Office. The Complaint alleges that the City of Arlington and the Arlington Police Department are violating Texas Local Government Code, Chapter 142. Subchapter A. Sec. 142.013, Business Leave Time Account For Police Officers in Certain Municipalities, namely that they are allowing employee to donate sick time to the Business Leave Account which the Government Code, Chapter 142. Subchapter A. Sec 142.013, specify that only vacation or compensatory time may be donated.

We have asked the Attorney General to investigate this allegation and to take the appropriate action if it is determine that a violation of the Government code has occurred.

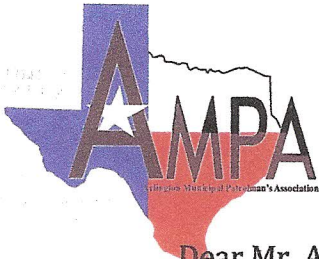
We are providing this information due to the fact that your organizational standard are of such a high caliber, that we have concluded your accredited members must be required to follow all Federal, State, Local Codes and Statutes and to allow you to make your own determination of the information we have provided.

If you have any question please feel free to contact me at [info@ampatx.com](mailto:info@ampatx.com)

Thank you,

Chris CeBallos  
Board of Directors

Arlington Municipal Patrolman's Association  
P.O. BOX 2226 • Arlington, TX 76004



Dear Mr. Abbott,

My name is Chris CeBallos. I am on the Board of Directors for the Arlington Municipal Patrolman's Association in Arlington Texas. We wish to file a complaint against the City of Arlington for violation of Government Code, Chapter 142. Subchapter A. Sec. 142.013, Business Leave Time Account For Police Officers in Certain Municipalities.

I will begin with a little background information. There are currently four Police Associations within the City of Arlington. The Arlington Police Association (APA), which is the largest with approximately 390 Sworn personnel and The Arlington Municipal Patrolman's Association (AMPA) with 250 Sworn personnel. There is also the African American Peace Officer Association of Arlington and the Amigos En Azul of Arlington, which are smaller associations and often hold dual membership in either the Arlington Police Association or Arlington Municipal Patrolman's Association.

In 2006, the City of Arlington City Council recognized the Arlington Police Association as the Meet & Confer sole bargaining agent.

The issue we would like to point out is that the City of Arlington and the Police Department have created a Meet and Confer Business leave pool. The City is allowing sworn personnel to donate 7 hour of sick time to the pool annually and also make additional one time donation each year. As a result we have had officers donate anywhere from 7 to 199 hours of sick time to the business leave pool. (Arlington Police Department General Order Attached) According to the Government Code Sec. 142.013 Business Leave Time Account for Police Officers in Certain Municipalities: Sec. 142.013 (c) ***A police officer may donate not more than two hours for each month of accumulated vacation or compensatory time to the business leave account of an employee organization.*** (Copy of Local Government Code Sec. 142.013 Attached) We wish to confirm with you that donating sick time for such account is legal and not a violation of the Government Code, which only specifies vacation or compensatory time and makes no mention of sick time usage.

As a result, we request your office investigate this allegation against the City of Arlington and the Arlington Police Department and take the appropriate action against them if it is determined they are in violation of the Government Code as indicate in this complaint. If you need any further assistance or have any question feel free to contact me at 817 360 1328.

Thank you

Chris CeBallos  
Board of Directors

Arlington Municipal Patrolman's Association  
P.O. BOX 2226 • Arlington, TX 76004



Sec. 142.013. BUSINESS LEAVE TIME ACCOUNT FOR POLICE OFFICERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to police officers employed by a municipality with a population of one million or more that has not adopted Chapter 174 and to which Section 143.1261 does not apply.

(b) In this section:

(1) "Business leave" means leave taken for the purpose of attending to the business of an employee organization.

(2) "Employee organization" includes:

- (A) the Texas Peace Officers Association;
- (B) the Dallas Police Association;
- (C) the Dallas Fraternal Order of Police;
- (D) the Latino Peace Officers Association; and
- (E) the Black Police Association of Greater Dallas.

(c) If the constitution and bylaws of an employee organization authorize the employee organization to participate in the establishment and maintenance of a business leave time account as provided by this section, a police officer may donate not more than two hours for each month of accumulated vacation or compensatory time to the business leave time account of the employee organization. The municipality shall establish and maintain a business leave time account for each employee organization.

(d) The police officer must authorize the donation in writing on a form provided by the employee organization and approved by the municipality. After receiving the signed authorization on an approved form, the municipality shall transfer donated time to the account monthly until the municipality receives the police officer's written revocation of the authorization.

(e) Only a police officer who is a member of an employee organization may use for business leave purposes the time donated to the account of that employee organization. A police officer may use for business leave purposes the time donated under this section without receiving a reduction in salary and without reimbursing the municipality.

(f) A request to use for business leave purposes the time in an employee organization's time account must be in writing and submitted to the municipality by the president or the equivalent officer of the employee organization or by that officer's designee.

(g) The municipality shall grant a request for business leave that complies with Subsection (f) unless:

(1) denial of the request is necessary because of an emergency; or

(2) a grant of the request will result in having an insufficient number of police officers to carry out the normal functions of the municipality.

(h) The municipality shall account for the time donated to the account and used from the account. The municipality shall credit and debit the account on an hour-for-hour basis regardless of the cash value of the time donated or used.

(i) An employee organization may not use for business leave purposes more than 4,000 hours from its business leave time account under this section in a calendar year. This subsection does not prevent an employee organization from accumulating more than 4,000 hours, but only addresses the total number of donated hours that an employee organization may use in any calendar year.

(j) The use of business leave by a police officer under this section is not a break in service for any purpose and is treated as any other paid leave.

Added by Acts 2003, 78th Leg., ch. 447, Sec. 1, eff. June 20, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 734, Sec. 2, eff. June 17, 2011.



GENERAL ORDER  
ARLINGTON, TEXAS POLICE DEPARTMENT

SUBJECT: MEET AND CONFER BARGAINING AGENT      NUMBER: 505.07

APPROVED: Theron L. Bowman, Ph.D., Police Chief

EFFECTIVE: 02-28-11

**505.07 MEET AND CONFER BARGAINING AGENT REPRESENTATIVE**  
(ADDED 02/28/11)

- A. **Purpose and Goal.** The Police Chief may grant the President of the Meet and Confer Association Bargaining Agent Special Assignment status to represent members of the Association and Meet and Confer Bargaining Unit. For the purpose of this specific general order, the Meet and Confer Association Bargaining Agent is defined as the Police Association that is currently recognized by the City of Arlington as the sole and exclusive bargaining agent for its police employees. This President will be authorized to deal with the duties of representing the Association and bargaining unit while retaining the privileges of employment. The Chief of Police retains the right of recall to duty during an emergency, special event or project. With the exception of an emergency, every effort will be made to post notice to any assignment. The Chief of Police retains the right to call the person to duty for disciplinary issues and investigations.
- B. **Request for Special Assignment.** In order to receive approval for leave on Special Assignment, the President of the current recognized Meet and Confer Bargaining Agent must complete and submit a Memo to the APD Chief or his designee requesting approval. The request must be sent 30 days in advance of the time in which the leave is to begin unless an exception is made by the Chief. The leave request must set out the date and time for which the leave is to begin as well as the expected duration of time anticipated up to 1 year (12 months) per request. The APD Chief must review the Association President's application for consistency from year to year and upon approval will retain a copy for the employee's personnel file, supervisor file, and a copy to be retained by Workforce Services.
- C. **Hours.** The President of the currently recognized Meet and Confer Bargaining Agent/Association will be considered to be a standard five (5) day, forty hour work week while on special assignment unless changed on mutual consent with the Chief of Police. In addition, there shall be no entitlement to compensatory time or overtime pay for training, travel or hours worked on Association business. The President's salary while on Special Assignment will be compensated from a leave pool established by the currently recognized Meet and Confer Bargaining Agent's Association and/or the bargaining unit.

Meet and Confer Business Leave Pool – Each year at the beginning of the first pay period of the calendar year, the department will allocate 2080 hours of equivalent work-time hours to be utilized for a Meet and Confer Business Leave Pool (MCBLP). The MCBLP may be utilized by the Association President of the recognized Meet and Confer Bargaining Agent while on special assignment and shall be allowed to utilize this time starting at the beginning of the first pay period of the calendar year. The President shall be allowed to debit the MCBLP on an hour-for-hour basis, during the calendar year when engaging in Association business activities. MCBLP is only



available to the President unless an exception is granted by the Chief. If the Chief declares an emergency, he or she may order the Association President, who is out on Association business leave time, to report to work for the duration of the emergency. MCBLP will not be counted as hours worked for the purpose of calculating overtime. The President's vacation, holiday, compensatory, military, sick time and COA and/or APD training will not be counted in the 2080 hours of equivalent work-time hours.

- D. Payroll.** For the purpose of payroll and leave time accountability while on special assignment the President of the Meet and Confer Bargaining Agent will be assigned to a supervisor designated by the APD Chief. It will be the responsibility of the President to notify and submit proper paperwork to that supervisor accounting for all hours worked in accordance with Section B as well as all personal leave time to include but not limited to vacation, holiday, compensatory, military leave or sick time.
1. Meet and Confer Association Business Leave Pool. Each year the APD will be reimbursed by the recognized Meet and Confer Bargaining Agent's Association a sum of 2080 hours for the hours worked by their President on Association business.
- E. Duties.** The President of the Meet and Confer Bargaining Agent, as part of their duties shall:
1. Attempt to mitigate grievances of its members before they are formally filed with a supervisor pursuant to APD G. O.'s and City policy in an effort to facilitate resolutions between managers and staff and reduce the number of formal complaints filed within the department.
  2. Assist employees of his/her Association in cases involving grievances, personnel complaints and discipline.
  3. Speak, visit and confer with members of his/her Association and Meet and Confer Unit, as well as have access to existing police and city facilities and equipment that impact the quality of work life for the police officers and employees of the City of Arlington represented by the Association and Meet and Confer Agent.
  4. Represent his/her Association and the Meet and Confer Unit at events; in complaint investigations, disciplinary hearings, grievances; attend seminars or training programs; and tend to business associated with the Association and Meet and Confer Unit.
  5. Such other duties that the Chief of Police determines are necessary to meet the purpose and goal of this General Order.
- F. Performance Expectations.** The President of the recognized Meet and Confer Bargaining Agent is required to comply with all the applicable Arlington Police Department and City of Arlington rules, orders and policies for active officers including attendance at training and maintenance of certifications. It is specifically understood that the President of the recognized Meet and Confer Bargaining Agent shall not utilize this MCBLP time to actively oppose legislation supported by the City of Arlington at the Local, State or National level. The President's special assignment time shall not be utilized for legislative and/or political activities related to any election of City of Arlington public officials or City of Arlington City Charter amendments unless by mutual agreement.

- G. Preservation of Status.** It is understood that the President of the recognized Meet and Confer Bargaining Agent shall suffer no loss of longevity, seniority, pension, holiday, vacation and sick time accrual or any other benefits as a result of and during the term of such special assignment. When the term of the President of the recognized Meet and Confer Bargaining Agent expires, the President of the recognized Meet and Confer Bargaining Agent shall be eligible to return to his/her previously assigned shift and duty assignment if such assignment exists. Where the assignment no longer exists, a similar assignment will be made available.