

RESOLUTION NO. 2012-02-___ (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, RATIFYING THE AMENDED AND RESTATED MEET AND CONFER AGREEMENT WITH THE MCKINNEY FIRE FIGHTERS ASSOCIATION

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

WHEREAS, an open dialogue regarding McKinney Fire 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 attached amended and restated McKinney Fire Fighters Association Meet and Confer Agreement.

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 7th DAY OF FEBRUARY, 2012.

CITY OF MCKINNEY, TEXAS

BRIAN LOUGHMILLER
Mayor

ATTEST:

SANDY HART, TRMC, MMC
City Secretary
BLANCA I. GARCIA
Assistant City Secretary

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

FIRST AMENDED AND RESTATED MEET AND CONFER AGREEMENT

BETWEEN

THE CITY OF MCKINNEY, TEXAS

AND

**THE MCKINNEY FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 4017**

January 1, 2012

Through

September 30, 2012

Table of Contents

| | | |
|---------------------|---|---------------|
| ARTICLE I | Definitions | Page 3 |
| ARTICLE II | Authority, Recognition, and Duration | Page 3 |
| ARTICLE III | Hours Worked | Page 4 |
| ARTICLE IV | Compensatory Time Maximum Accrual | Page 4 |
| ARTICLE V | Sick Leave | Page 4 |
| ARTICLE VI | Vacation Accrual | Page 5 |
| ARTICLE VII | Top Out Pay Administration | Page 6 |
| ARTICLE VIII | Savings, Preemption and Amendment | Page 6 |

This Agreement (as defined below) is entered into in Collin County, Texas by and between the McKinney Fire Fighters Association and the City of McKinney, Texas, a Texas home rule municipal corporation. The Parties (as defined below) acknowledge and agree that this Agreement shall supersede, in its entirety, that one certain Meet and Confer Agreement (the "Original Agreement"). The Original Agreement shall be null and void as of the effective date, January 1, 2012. 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 Amended and Restated Meet and Confer Agreement effective for the period of January 1, 2012 through September 30, 2012.
- **City** shall mean the City of McKinney, Texas.
- **M&C** shall mean the Meet and Confer process as defined by the Texas Local Government Code.
- **MFFA** shall mean the McKinney Fire Fighters Association.
- **Original Agreement** shall mean that certain Meet and Confer Agreement executed to be effective as of October 1, 2010.
- **TLGC** shall mean the Texas Local Government Code, as amended.
- **Parties** shall mean the City of McKinney and the McKinney Fire Fighters Association.

ARTICLE II – AUTHORITY, RECOGNITION, AND DURATION

Section 1. Authority. The City and the MFFA have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142, Subchapter C. 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 142.117 of the TLGC.

Section 2. Recognition. The City recognizes the MFFA as the sole and exclusive M&C agent for all covered Firefighters, pursuant to Section 142.103 of the TLGC.

Section 3. Duration. This Agreement shall be effective beginning January 1, 2012 (the "Commencement Date"), upon ratification by the covered employees pursuant to a vote conducted by the MFFA 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, 2012, unless extended by written agreement.

Section 4. Complete Agreement. This Agreement constitutes the entire Agreement between the City and MFFA; 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 MFFA.

ARTICLE III – HOURS WORKED

Section 1. Applicability. This article applies to all firefighters employed by the City, excluding the Fire Chief and Assistant Fire Chief.

Section 2. Hours Worked. Vacation and Compensatory Time used in a pay period are to be included as hours worked for the calculation of overtime and FLSA compensation during the pay period.

ARTICLE IV – COMPENSATORY TIME MAXIMUM ACCRUAL

Section 1. Applicability. This article applies to all firefighters employed by the City, excluding the Fire Chief and Assistant Fire Chief.

Section 2. Compensatory Time. Compensatory Time may be accrued to a maximum of 120 hours.

ARTICLE V – SICK LEAVE

Section 1. Applicability. This article applies to all the firefighters employed by the City, excluding the Fire Chief and Assistant Fire Chief. Unless otherwise specified, all accrual rates described in this Article are for firefighters assigned to a 56 hour work week.

Section 2. Sick Leave Accrual. Firefighters shall no longer accrue a combination of extended illness and sick leave. During the term hereof, firefighters shall accrue sick leave only at a per pay period rate that equates to 15.4 hours/month. Firefighters on a 40 hour work week shall accrue at a rate of 11.37 hours/month.

Section 3. Sick Leave Accrual Maximum. Sick leave may accrue to a maximum of 1,080 hours. Firefighters on a 40 hour work week shall have a maximum accrual of 720 hours.

Section 4. Conversion. As of the Commencement Date, any firefighter's extended illness balance shall be converted to sick leave and placed in such firefighter's sick leave balance in conjunction with the first payroll cycle after October 1, 2010.

Section 5. Sick Leave Payout. Firefighters who voluntarily cease employment with the City and have worked for the City for a minimum of five (5) years consecutively shall receive a partial payout of sick leave per the following:

- A firefighter with a sick leave balance exceeding 360 hours shall receive compensation equal to 120 hours of sick leave.
- Firefighters on a 40 hour work week with a sick leave balance exceeding 240 hours shall receive compensation equal to 80 hours of sick leave.

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

ARTICLE VI – VACATION ACCRUAL

Section 1. Applicability. This article applies to all firefighters employed by the City, excluding the Fire Chief and Assistant Fire Chief. Unless otherwise specified, all accrual rates described in this Article are for firefighters assigned to a 56 hour work week.

Section 2. Vacation Accrual. The rate of vacation accrual for firefighters shall be stair-stepped in order to reward longevity using the following schedule:

- 0 to 9 years of completed service accrue at 180 hours/year or 15 hours/month*
- 10 to 19 years of completed service accrue at 228 hours/year or 19 hours/month*
- 20 or more years of completed service accrue at 300 hours/year or 25 hours/month*

Firefighters on a 40 hour work week shall accrue 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*

*Adjustment to accrual rates shall be effective as of January 1, 2012. The first reflection of new accruals shall occur on a firefighter's February 17, 2012 paycheck.

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

ARTICLE VII – TOP OUT PAY ADMINISTRATION

Section 1. Applicability. This article applies to all the firefighters employed by the City, excluding the Fire Chief and Assistant Fire Chief.

Section 2. Top Out Pay Administration. In conjunction with the first payroll cycle of a fiscal year in which step pay is budgeted, firefighters who have "topped out" in the pay plan step system shall receive a one-time compensation equal to 2% of their base salary.

Section 3. Effective Start Date. Top out pay will become effective in conjunction with availability of funding for step pay at a future date not yet determined.

ARTICLE VIII – 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 142.117 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 January, 2012.

City of McKinney

McKinney Fire Fighters Association

By: Jason Gray,
City Manager

By: Steve Dorris,
President

Attest:

Attest:

Sandy Hart, City Secretary

Chris Mayzner, Secretary