

**RESOLUTION NO. 2014-06-\_\_\_ (R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY,  
TEXAS, RATIFYING THE THIRD MEET AND CONFER AGREEMENT  
WITH THE MCKINNEY FIRE FIGHTERS ASSOCIATION IAFF LOCAL  
2661**

**WHEREAS**, the City Council of 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 employee 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 and ratifies the attached Third McKinney Fire Fighters Association Meet and Confer Agreement with IAFF Local 2661.

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 17th DAY OF JUNE, 2014.**

CITY OF MCKINNEY, TEXAS

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BRIAN LOUGHMILLER  
Mayor

ATTEST:

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SANDY HART, TRMC, MMC  
City Secretary  
DENISE VICE  
Assistant City Secretary

APPROVED AS TO FORM:

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MARK S. HOUSER  
City Attorney

**MEET AND CONFER AGREEMENT  
BETWEEN  
THE CITY OF MCKINNEY, TEXAS  
AND  
THE PROFESSIONAL FIRE FIGHTERS OF  
MCKINNEY,  
IAFF LOCAL 2661**

October 1, 2014  
Through  
September 30, 2017

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## ARTICLE I - DEFINITIONS

### Section 1. Terms Defined

The following terms, abbreviations, and acronyms shall have the meaning stated below whenever referenced or used throughout this document or as defined within a specific Article.

- Agreement - shall mean the current Agreement as negotiated through the Meet & Confer process.
- Association - shall mean the Professional Fire Fighters of McKinney, IAFF Local 2661.
- City - shall mean the City of McKinney, Texas.
- Fire Fighter - shall mean permanent, full-time Fire Department personnel employed in the rank of Battalion Chief, Captain, Driver/Operator, or Fire fighter.
- Market Data - shall mean the average minimum and maximum annual rates of pay at the established benchmark cities for the ranks of fire fighter, Driver/Operator, Captain, and Battalion Chief. Market data is highlighted in yellow in Appendix A.
- Benchmark Cities - shall consist of; Allen, Carrollton, Frisco, Garland, Grand Prairie, Irving, Lewisville, Mesquite, Plano, and Richardson.
- M&C - shall mean the Meet & Confer process as defined by the Texas Local Government Code.
- TLGC - shall mean the Texas Local Government Code.
- Parties - shall mean the City of McKinney and the Professional Fire Fighters of McKinney, IAFF Local 2661.
- TMRS - shall mean the Texas Municipal Retirement System.
- CLB - shall mean the Catastrophic Leave Bank available only to fire fighters.
- WFI - shall mean the Wellness-Fitness Initiative.
- NFPA - shall mean the National Fire Protection Association.
- FCSN - shall mean the Firefighter Cancer Support Network.
- ABL - shall mean Association Business Leave.
- PFFM - shall mean the Professional Fire Fighters of McKinney, IAFF Local 2661.
- Department - shall mean the Fire Department.
- FLSA – shall mean the Fair Labor Standards Act.
- LTRF – shall mean Leave Time Request Form.
- HR – shall mean Human Resources.
- CM – shall mean City Manager.
- RR – shall mean Request for Reassignment.
- IRS – shall mean Internal Revenue Service.
- LODD – shall mean Line of Duty Death

## **ARTICLE II - INTENT AND PURPOSE**

### **Section 1. Intent and Purpose**

This Agreement is entered into in Collin County, Texas by and between the City of McKinney, Texas, a Texas home rule municipal corporation and the Professional Fire Fighters of McKinney, IAFF Local 2661. It is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the Parties, and to establish benefits, rates of pay, hours of work, and other terms and conditions of employment for all fire fighters covered under this Agreement and to provide for the equitable and orderly adjustments of grievances that may arise during the term of this Agreement.

## **ARTICLE III - 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 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 Association as the sole and exclusive bargaining agent for all covered fire fighters, pursuant to Section 142.103 of the TLGC.

### Section 3. Duration

This Agreement shall be effective beginning October 1, 2014 (the "Commencement Date"), upon ratification by the covered fire fighters 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, 2017, unless extended by written, mutual agreement.

### Section 4. Complete Agreement

This Agreement constitutes the entire Agreement between the City and the Association; and no party is bound by any contract, condition, 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 both the City and the Association.

### Section 5. Applicability

Unless otherwise specified, this Agreement applies to all fire fighters employed by the City, excluding the Fire Chief and Assistant Fire Chief.

## **ARTICLE IV - FAIR TREATMENT**

### **Section 1. Basis of Decisions Affecting Terms or Conditions of Employment**

A fire fighter's membership or non-membership in the Association shall not be taken into account by the City or the Association when making decisions about pay, benefits, discipline, work assignments, promotions, granting breaks, approving leave, assigning work stations, evaluating performance, or in determining any other term or condition of employment. Actions that have the intent or impact of treating an employee more or less favorably as a result of a fire fighter's membership or non-membership in the Association are prohibited and must be reported to the Fire Chief in a timely manner.

### **Section 2. Duty of Fair Representation**

The Parties acknowledge and recognize the Association's responsibility, as the exclusive representative under Chapter 142, TLGC, to fairly represent all fire fighters, in the negotiation, administration and enforcement of this Agreement. Nothing in this Agreement shall be construed to impose on the Association any obligations to non-members of the Association greater than those imposed by law.

## **ARTICLE V - MANAGEMENT RIGHTS**

### Section 1. Management Rights

The Association recognizes that the management of the City and the direction of the Department are vested exclusively in the City, subject to applicable State and Federal laws and the terms of this Agreement. In exercising its management rights, the City acknowledges the importance of continuously providing quality fire protection and safety for its citizens.

Except as otherwise specifically provided herein, the management of the City of McKinney shall have direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay-off or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work, the determination of the size of the work force, the assignment of work to employees within the department, the determination of policy affecting the selection of new employees, the right to establish work performance measurements and standards where no such measurements or standards exist, and to revise these or existing measurements and standards if required and to implement programs to increase the cost effectiveness of departmental operations.

## **ARTICLE VI – NO STRIKE/NO LOCKOUT**

### Section 1. Purpose

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, impede, or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, encourage, or otherwise support any lockout.

## ARTICLE VII – TRADE TIME

### Section 1. Requirements

All trades shall be on a time-for-time basis only. The members involved in the trades shall be within the same classification and have the necessary knowledge and expertise to perform all the duties of the position. (e.g., Captain for Captain, Driver for Driver, Fire fighter for Fire fighter). Duties, functions, and activities of a particular assignment will not be compromised.

### Section 2. Approval

Trade-out shall be allowed on an "as needed" basis, regulated by the company officer. Company officers are responsible for their personnel; therefore, they have the authority to approve or deny trade requests.

### Section 3. Responsibility

Fire fighters are responsible for their particular shift. Fire fighters cannot delegate responsibility for their shift to another. When a trade does not or cannot report as agreed, the responsibility for securing another trade remains with the fire fighter originally scheduled to work. If a trade cannot be secured, the regularly scheduled fire fighter shall report for work as scheduled. If a trade calls in sick or must leave due to illness or family emergency, the sick time will be charged to the regularly scheduled fire fighter. Trade records will be the responsibility of the fire fighters trading time. The company officer will be responsible for recording the trade on the central calendar as well as keeping all records in the station trade log. Disputes should be settled at the company officer's level, then up the chain of command as required.

### Section 4. Eligibility

Fire fighters will not be eligible for trades while on new hire probation or disciplinary probation. Trades shall be considered a privilege, and as such, may be suspended. Any fire fighter placed on trade suspension shall not give or receive new trades for the duration of the suspension. Any outstanding time to be received or given by the suspended fire fighter shall only be allowed upon approval of the Battalion Chief.

## **ARTICLE VIII - OUT OF CLASSIFICATION WORK (STEP UP)**

### **Section 1. Step Up**

A fire fighter who is required to accept the responsibilities and carry out the duties of the position or rank immediately above that which they normally hold, shall be paid at the step one (1) rate for that position or rank on an hour for hour basis.

### **Section 2. Step Up Selection**

The selection of a fire fighter to "step up" shall be approved by the Battalion Chief, or the station Captain. The selection process shall consider seniority within the department as well as seniority within the company requiring a "step up", but ultimately the decision will remain with the Battalion Chief or station Captain.

## ARTICLE IX – OVERTIME SELECTION

### Section 1. Voluntary Overtime

The department shall maintain a voluntary overtime list for each shift that initially begins with fire fighters ranked by seniority. New fire fighters will be added to the list when they have completed their probationary period. Eligible fire fighters who would like to be considered for overtime the following shift (next day) shall have their OIC (Officer-in-Charge) place their name on the overtime list. To be eligible, fire fighters shall have their name placed on the overtime list no later than 1700 hours. Fire fighters who ask to have their name placed on the overtime list after 1700 hours will go to the bottom of the list with the time they made the request entered. Once the list is established, the fire fighters will remain on the list until that shift goes off duty at 0630 hours. Fire fighters may call and remove themselves from the list prior to notification from the Battalion Chief. If notified and the fire fighter declines to work overtime, the date of refusal will be entered as the last day worked. If an overtime opportunity arises after 0630, fire fighters on the list will have first right of refusal without penalty. If all remaining fire fighters decline, the Battalion Chief will defer to the mandatory overtime list.

### Section 2. Overtime List Maintenance

Fire fighters on the voluntary overtime list shall be ranked according to the last overtime date worked. They shall be ranked from least recent to most recent overtime date worked. For example, if today is June 1st a fire fighter who last worked overtime on May 15th will be up on the list before a fire fighter who last worked overtime on May 18th. In case of a tie, seniority will be the deciding factor. After 1700 hours, the on duty Battalion Chief shall create the overtime list based on the last date overtime was worked by the list of volunteers. Fire fighters from another shift may have their names placed on the overtime list, but will be given last priority.

### Section 3. Eligibility

Fire fighters shall only be permitted to work overtime within their classification unless authorized by the Fire Chief. A fire fighter is ineligible if he/she is on any form of personal improvement program, on suspension, disciplinary probation, injury leave, or light duty assignment. A fire fighter is ineligible if the member is assigned to any school or training program, unless granted authorization by the Fire Chief. Fire fighters cannot work overtime on their regular work shift. At no time will a fire fighter work more than seventy-two (72) hours without a minimum of twelve (12) hours off duty, unless first authorized by the Fire Chief. New members are ineligible for any overtime until they have completed their probationary period.

### Section 4. Mandatory Overtime

The Department shall maintain a mandatory overtime list for each shift, which will begin with fire fighters ranked from least to most seniority. New fire fighters will be added to the list after they have completed their probationary period. This list shall be utilized when a shift does not have enough fire fighters on the voluntary overtime list. The fire fighter who is called for mandatory overtime shall report to duty when required. Only the Fire Chief can grant exceptions to mandatory overtime with the following exceptions;

Fire fighters with scheduled and approved time off on their next shift may be passed over for mandatory overtime, but will remain first up on the list.

At no time will mandatory overtime violate the 72 hour rule.

Once a fire fighter has been assigned mandatory overtime, it will be the fire fighter's responsibility to cover the assigned time. The fire fighter has the option of finding another fire fighter, within their classification, to cover the assigned time. In this event, the initially assigned fire fighter will be moved to the bottom of the list. The fire fighter working the mandatory slot as a fill-in for the originally scheduled fire fighter is considered working mandatory overtime; however, working as a fill-in for mandatory does not affect the fill-in's position on the mandatory overtime list. Once a fire fighter works a mandatory overtime period for any amount of time, they shall be placed at the bottom of the mandatory

overtime list. Fire fighters with twenty-five (25) years or more of service with the department may be exempted from mandatory overtime, except for extenuating circumstances that require overtime to meet the needs of the department. Mandatory overtime will not affect a fire fighter's voluntary overtime status.

Nothing in this Article shall prevent the Fire Chief from staffing the shift as necessary for the appropriate operation of the department (For example: calling back specific members such as ARFF).

## ARTICLE X – LEAVE TIME SELECTION

### Section 1. Purpose

To provide an orderly and systematic method for fire fighters in the Operations Division to schedule leave time. The department shall allow fire fighters to use accrued leave time while maintaining the minimum staffing required for service delivery. All scheduled leave time requests shall be in twelve (12) or twenty-four (24) hour increments only and shall occur at 0630 or 1830 only. At no time will the Department exceed the established number of personnel allowed off per shift, with the exception of transfers mentioned in Section 8 below.

### Section 2. Definitions

Leave time is defined as vacation, holiday, and compensatory time.

Annual leave time is defined as leave time requests scheduled during October each year.

Regular leave time is defined as leave time requests scheduled anytime throughout the year.

### Section 3. Process

Annual leave time requests shall be made by completing the Leave Time Request Form (LTRF). The LTRF must be approved by the fire fighter's Station Officer before being submitted to the shift Battalion Chief. The LTRF must be submitted to the Station Officer between Oct 1st and Oct 15th. The Station Officer will forward all approved LTRFs to the shift Battalion Chief on or before Oct 31st. LTRFs submitted after Oct. 31st will be placed in the order received, regardless of seniority, and will not be considered until all selections submitted on time have been completed.

Regular leave time shall be made by completing the Notice of Leave form and submitting to the Station Officer. Any request for regular leave must be made to the Battalion Chief no later than 0545 hours the day of requested leave.

### Section 4. Approval

Approved annual leave requests will be placed on the calendar by the Battalion Chief no later than Nov. 30th. Fire fighters will be notified by the shift Battalion Chief of all approved and unapproved leave time requests on or before Dec. 10th. Requests shall be considered based on the departments established number of personnel allowed off per shift.

Approved regular leave requests will be placed on the calendar by the Station Officer.

### Section 5. Selections

Annual leave time requests shall be approved in rounds with up to seven (7) selections in each round. Annual leave time requests for each round shall be approved based on seniority of hire date. In the event of multiple fire fighters with the same hire date, requests shall be approved based on alphabetical listing of last name following an A-Z format in even number years and a Z-A format in odd numbered years.

### Section 6. Cancellations and Changes

Once approved and placed on the calendar, annual leave time requests cannot be cancelled unless approved by the shift Battalion Chief, any Assistant Chief, or Fire Chief. Once approved and placed on the calendar, annual leave time requests can be moved to another available date or traded for another secured date with approval by the shift Battalion Chief. Requests to move selected dates must be submitted to the shift Battalion Chief no later than sixty (60) hours prior to the selected date.

Regular leave time requests may be cancelled by notifying the Station Officer no later than sixty (60) hours prior to the selected date.

Section 7. Management of Accrued Time

Each fire fighter is responsible for the management of their leave time. Fire fighters will be required to select the necessary number of vacation shifts to be scheduled in order to comply with the maximum accrual carry over as stated in Article XXV of this Agreement. Holiday time accrued and not used during the year or sold through the Holiday Buy Back Program will convert to vacation time after Dec. 31st and can be carried over and above the vacation maximum accrual carry over. Leave times requests cannot be made that are in excess of the fire fighter's current accrued time plus accruals for the upcoming calendar year.

Fire fighters who plan to retire in the upcoming year shall not be required to make annual leave requests; however, may still elect to do so.

Section 8. Transfers

Fire fighters that are transferred to a different shift or from an administrative assignment will be allowed to transfer any approved leave time to the corresponding days on his/her new shift. Requests to transfer approved leave time must be submitted to the shift Battalion Chief within ten (10) shifts of the new shift assignment.

## **ARTICLE XI - ANNUAL WRITTEN PROMOTIONAL EXAM DATES**

### **Section 1. Exam Dates**

Effective January 1, 2015, the department shall conduct annual written promotional exams as prescribed below:

Battalion Chief written exam on or about the first Thursday of April.

Captain written exam on or about the second Thursday of April.

Driver/Operator written exam on or about the third Thursday of April.

Any delay of written exams shall not exceed ten (10) business days of the established dates.

### **Section 2. Application**

Once certified, the promotional lists shall be effective for one (1) year. Any promotional lists established prior to the execution of this Agreement shall remain certified only until new promotional lists are certified from the established written exam dates. In the event that a promotional list is exhausted during the year and there is at least one open promotional position, a new test notice shall be given within thirty (30) days and a test conducted within forty-five (45) days. This newly certified list shall remain in effect only until regular promotional lists are certified from the established written exam dates.

With the exception of this Article, all other provisions of the departments current Promotional Policies shall remain in effect.

## ARTICLE XII – PROBATIONARY PERIOD

### Section 1. Applicability

A fire fighter hired into any position shall serve a probationary period of twelve (12) months, either concurrently or collectively. This probationary period shall begin once they are assigned and are under the direct supervision of an officer of Captain rank or above. If the new hire is required to attend a State Fire Academy and/or EMT or Paramedic school, his/her probationary period shall be placed on hold until such time as he/she returns to the direct supervision of an officer of Captain rank or above.

### Section 2. Requirements

If the requirements of the State Fire Academy, EMT, or Paramedic school are not successfully completed, the fire fighter may be subject to termination without appeal.

Once assigned to a fire station, Probationary fire fighters are also required to successfully complete the Probationary Firefighter Skills & Assessment Program administered at the station level. Evaluations will be conducted on a monthly basis by the Battalion Chief of the Training Division or his/her designee. Failure to successfully complete the Probationary Firefighter Skills & Assessment Program may result in termination without appeal.

### Section 3. Extended Probationary Period

Probationary periods may be extended by the Fire Chief for up to six (6) months based upon the recommendation of the Probationary fire fighter's Station Officer and shift Battalion Chief. If a Probationary fire fighter is placed on extended probation, he/she shall receive written documentation explaining the reason(s) for the extended probation and a detailed Employee Improvement Plan clearly stating the requirements and expectations for successful completion. Failure to successfully complete the Employee Improvement Plan shall result in termination without appeal.

## ARTICLE XIII - TRANSITION BETWEEN 56 HOUR AND 40 HOUR WORK WEEKS

### Section 1. Purpose

To establish a procedure for how accumulated leave time is adjusted when transitioning between 56 hour and 40 hour work weeks. This procedure shall not apply when a fire fighter moves from a 56 hour work week to a 40 hour work week for light duty or temporary assignment. For the purpose of this Agreement, a temporary assignment is defined as ninety (90) days or less.

### Section 2. Procedure

When transitioning from a 56 hour work week to a 40 hour work week a fire fighter's leave time shall be adjusted as follows;

- Compensatory Time - shall be paid at the current hourly rate prior to the transition.
- Vacation Time, Holiday Time, and Sick Time - shall be converted by a factor of .714

When transitioning from a 40 hour work week to a 56 hour work week a fire fighter's leave time shall be adjusted as follows;

- Compensatory Time - shall be paid at the current hourly rate prior to the transition.
- Vacation Time, Holiday Time, and Sick Time - shall be converted by a factor of 1.401

## ARTICLE XIV - TRANSFER AND REASSIGNMENT

### Section 1. Selection

The Battalion Chief shall consider reassignments of personnel within their command after receiving a request for reassignment, complete with all appropriate signatures, through the chain-of-command. The Battalion Chief shall select personnel to fill vacancies after considering the following:

- A. The fire fighter's properly executed the department's transfer request form (RR: Request for Reassignment) within the posted time frames.
- B. The fire fighter's job performance evaluations, skills, training, certifications and relevant education of the fire fighter requesting consideration for reassignment, if to a specialized house. It is the responsibility of the fire fighter requesting a reassignment to provide any and all documentation supporting skills, training, certifications, etc...
- C. Seniority when all other factors are equal. Seniority is defined as seniority in rank; specialized training will trump seniority for "specialized" assignments.

### Section 2. Bid System

Open positions shall be filled using the bid system. To bid for a position a fire fighter must submit form "RR" with all information and appropriate signatures completed, before being considered for a position. Bids for newly available positions are accepted only from the 1<sup>st</sup> through the 10<sup>th</sup> of each month (bidding cycle).

Any positions which are not filled by the end of the bidding cycle will be highlighted yellow on the department's current vacancies list. Form RR (bids) can be submitted at any time for positions that are highlighted yellow on the current vacancies list, and will be considered on a "first come, first served" basis. Vacancies that occur within the department will be listed in the current vacancies list. Only vacancies listed on the current vacancies list on the first day of each month, and previous unfilled vacancies (highlighted in yellow) will be available for bid that month.

Vacancies that occur between the 1<sup>st</sup> and the 10<sup>th</sup> of the month will not be listed until the 11<sup>th</sup> and will not be open for bid until the 1<sup>st</sup> of the following month. If the 10<sup>th</sup> of the month falls upon an observed City holiday, Saturday, or Sunday, then the deadline for submitting requests will be 1700 hours the next business day.

### Section 3. Procedure

All requests for reassignment shall be made utilizing the chain-of-command on form "RR". Failure to adhere to the chain-of-command will serve as grounds for rejection of the request. Unless withdrawn by requestor, all requests for assignment must be forwarded for review through the chain-of-command, even if disapproved at a lower level.

### Section 4. Duration

All fire fighters shall remain in their reassignment as described below or as determined by the Fire Chief or his designee.

The required commitment for all reassignments shall be one year from the effective date of transfer. For reassignments requiring additional certification(s) the commitment may be extended if certification training has not begun within six months of the initial transfer. Fire fighters may bid for vacancies upon completion of their commitment. If a fire fighter remains in a specialized program upon promotion, or is reassigned to a specialized program after having fulfilled their previous time commitment within that same program, the new commitment will be for one year.

Section 5. Second Battalion Contingency

In the event that a second battalion is placed into service during the term of this Agreement, the following will apply.

Openings will be posted after the Battalion Chief has made any necessary intra-battalion staffing adjustments. Intra-battalion transfers are allowed with the intent of providing Battalion Chief's an avenue to address urgent personnel and organizational issues and/or needs within their battalion. Intra-battalion transfers are not designed to circumvent the normal bid process. All intra-battalion staffing adjustments must be justified in writing and submitted to the Operations Chief for approval.

Section 6. Lowest Seniority

When there are no requests to fill a vacancy, the Operations Chief shall identify and list by seniority all fire fighters no longer on probationary status. Generally, the fire fighter with the lowest seniority on that list will be selected to fill the open position.

Fire fighters that are on probationary status may not bid for vacancies in any division prior to the end of their probationary period.

Section 7. Staffing Adjustments

Staffing adjustments due to organizational and/or operational needs will be made as necessary. If all transfer criteria are equal, fire fighters with the least seniority in rank will be the person(s) transferred regardless of shift.

Final authority to determine a fire fighter's assignment rests with the Fire Chief. This policy in no way inhibits the authority of the Fire Chief to make assignments as deemed necessary for the effective and efficient operation of the Department.

## **ARTICLE XV – MILEAGE REIMBURSEMENT**

- Section 1. **Definition**  
Swing – reporting for duty at a fire station(s), other than your assigned station, for the purpose of maintaining staffing requirements as ordered by the Battalion Chief.
- Section 2. **Application & Eligibility**  
This Article applies only to swing situations and is not intended to address reimbursement issues related to department training, special assignment, etc... If a fire fighter working his/her regularly scheduled shift is required to swing, he/she shall be eligible for mileage reimbursement. If a fire fighter working mandatory overtime is required to swing, he/she shall be eligible for mileage reimbursement. Fire fighters working voluntary overtime shall not be eligible for reimbursement. If a fire fighter working trade time is required to swing from the station that the trade is normally assigned to, he/she shall be eligible for mileage reimbursement. Fire fighters working trade time shall not be eligible for reimbursement for the distance(s) to or from their assigned station to the trade's assigned station.
- Section 3. **Requirements**  
Fire fighters shall be required to place their gear in a department provided plastic tote when transporting gear to and from the swing station(s). Fire fighters are required to return to their assigned stations after the swing shift for the purpose of returning their bunker gear.
- Section 4. **Process**  
To receive mileage reimbursement the fire fighter must fill out the Department's Mileage Request form and submit it with his/her current timesheet. Mileage shall be at the distances established on the Department's Mileage Chart and shall include both to and from the assigned station(s). Reimbursement shall be at the IRS rate as updated by the Finance Department.  
If a fire fighter is on leave when time sheets are due, they shall submit the request when the next time sheets are due. Requests in excess of thirty (30) days from the swing date shall be denied unless approved by the Fire Chief.

## **ARTICLE XVI – FORCE REDUCTION AND REINSTATEMENT**

### Section 1. Procedure

In the event that the City vacates or abolishes a fire department position, the fire fighter who holds that position shall be demoted to a position within the Fire Department below the vacated or abolished position. If one or more positions of equal rank are vacated or abolished, the fire fighter 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 fire fighter with the least seniority shall be the first terminated.

In this event, a Reinstatement List would be developed with the last fire fighter reduced being the first fire fighter at the top of the list for potential re-hire should the position be re-authorized within one year from the effective date of the reduction in force.

## **ARTICLE XVII - HOURS WORKED**

### **Section 1. Hours Worked**

All time, with the exception of sick 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 XVIII - COMPENSATORY TIME**

### **Section 1. Accrual Rate**

Fire fighters on a 56 hour work week may be accrued to a maximum of 120 hours. Fire fighters on a 40 hour work week may be accrued to a maximum of 80 hours.

### **Section 2. No Carry Over**

Compensatory time may not be carried over when transferring, in either direction, between a 56 hour work week and a 40 hour work week. This does not include a light duty or temporary assignment. Compensatory time may not be carried over when promoting. All accrued compensatory time must be paid out before the transfer or promotion becomes effective.

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

## ARTICLE XIX - BASE SALARY

- Section 1. **Wages**  
Subject to all the other provisions of this Agreement, the wages of the fire fighters 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.
- Section 2. **Step Pay Increases**  
Fire fighters covered under this Agreement shall be eligible for a one (1) step increase (if not topped out) on their hire or promotion anniversary date (as applicable).
- 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 the 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 City Council. Market adjustments will be triggered if any market data is 1.5% or more below market average. 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.
- Section 4. **Pay Plan Step Maximums**  
Effective October 1, 2014 any newly proposed pay plan will be limited in the number of steps as prescribed below;  
Recruit: maximum of one (1) step  
Fire fighter: maximum of seven (7) steps  
Driver/Operator: maximum of three (3) steps  
Captain: maximum of three (3) steps  
Battalion Chief: maximum of three (3) steps
- Section 5 Pay Plan Step Adjustments**  
Each fire fighter within the "fire fighter" pay scale shall have their base salary adjusted to the nearest step of the pay plan in Appendix A that is equal to or greater than the fire fighter's expected salary as of September 30, 2014. This adjustment shall be reflected on the October 10, 2014 paycheck.

## **ARTICLE XX – PARAMEDIC PAY**

### **Section 1. Paramedic Pay**

Any fire fighter covered under this Agreement, who has been cleared by the Medical Director, shall be eligible for Paramedic Pay. To be eligible, the fire fighter must submit his/her certification verifying completion of requirements from the Texas Department of State Health Services to the Fire Chief or his/her designee. Once verified, Paramedic Pay shall start being paid on the next full pay period in which Paramedic Pay is distributed. A fire fighter shall continue to collect such pay as long as he/she maintains the certification requirements of the Texas Department of State Health Services. Only the Fire Chief shall have the authority to suspend paramedic pay due to disciplinary reasons.

### **Section 2. Payment Rate and Schedule**

Paramedic Pay shall be at the rate of \$200/month. Payment shall be made over twenty-four (24) pay periods each year. Each of the twenty-four (24) payments shall be paid in half the monthly amount listed above.

## ARTICLE XXI - EDUCATION PAY

### Section 1. Education Pay

Any fire fighter 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:

- Associates           \$ 50/month
- Bachelors           \$100/month
- Masters             \$150/month

### Section 2. Eligibility

To be considered for Education Pay, a fire fighter must submit his/her diploma and/or transcript verifying completion of the degree requirements. The Fire Chief or his/her designee 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 degree; the Fire Chief shall make the final decision. Fire fighters with multiple degrees shall not be eligible for Education Pay simultaneously. When a new degree is earned, Education Pay for that degree shall be effective the first full pay period following verification of the degree.

### Section 3. Payment Rate and Schedule

Education pay shall be at the rates established in Section 1 and shall be made over twenty-four (24) pay periods each year.

## ARTICLE XXII - CERTIFICATION PAY

### Section 1. Certification Pay

Any fire fighter covered under this Agreement, who has completed his/her new hire probationary period, shall be eligible for Certification Pay at the following compensation according to the certification held:

- Intermediate Firefighter           \$ 50/month
- Advanced Firefighter               \$ 80/month
- Master Firefighter                  \$110/month

### Section 2. Eligibility

To be eligible for certification pay, a fire fighter must submit a copy of his/her Texas Commission on Fire Protection (TCFP) certification verifying completion of TCFP requirements to the Fire Chief or his/her designee. Once verified, certification pay shall start being paid on the next full pay period in which certification pay is distributed.

### Section 3. Payment Rate and Schedule

Certification pay shall be made over twenty-four (24) pay periods each year at the rates established above.

## **ARTICLE XXIII - ASSIGNMENT PAY**

### **Section 1. Days Assignment Pay**

Any fire fighter covered under this Agreement, who has completed his/her new hire probationary period, and as a result of promotion, volunteer request, or assignment by the Fire Chief, who is placed on a forty (40) hour week work, shall be entitled to Days Assignment Pay. Days Assignment Pay shall be at the rates established below.

Battalion Chief	\$4000/year
Captain	\$3600/year
Driver/Operator	\$3300/year
Fire Fighter	\$3000/year

Fire fighters on light duty or temporary assignment (less than 90 days) shall not be eligible for Days Assignment Pay.

### **Section 2. Payment Rate and Schedule**

Days Assignment Pay shall be at the rates established above and shall be made over twenty-four (24) pay periods each year.

### **Section 3. Ambulance/Squad Assignment Pay**

Any fire fighter covered under this Agreement, who has completed his/her new hire probationary period, shall be entitled to Ambulance/Squad Assignment Pay when assigned to a Med Unit or Squad for a regularly scheduled, overtime, or trade time shift. Ambulance/Squad Assignment Pay shall be at a rate of \$24 per twenty-four (24) hour shift and shall be prorated on an hourly basis in situations of less than 24 hours.

## **ARTICLE XXIV - HOLIDAY BUY BACK PROGRAM**

### **Section 1. Eligibility**

Any fire fighter that has successfully completed their probationary period and is not currently on a disciplinary related probationary period shall be eligible to participate in the Holiday Buy Back Program.

### **Section 2. Buy Back Maximum**

Fire fighters participating in the Holiday Buy Back Program may sell back up to the maximum number of hours equal to the fire fighter's annual accrual of holiday leave time.

### **Section 3. Procedures and Responsibilities**

Each year, the City shall notify the fire fighters 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. Fire fighters 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. Fire fighters who fail to submit the form by the established deadlines shall not be eligible to participate in the Buy Back Program.

## ARTICLE XXV - VACATION ACCRUAL

### Section 1. Applicability

Unless otherwise specified, all accrual rates described in this Article are for fire fighters assigned to a 56 hour work week.

### Section 2. Accrual

The rate of vacation accrual for fire fighters 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

Fire Fighters 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

### Section 3. Accrual Maximums

Fire fighters on a 56 hour work week may carry forward up to 450 hours of vacation from one calendar year to another. Fire fighters on a 40 hour work week 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 Fire Department policies and procedures.

## ARTICLE XXVI - SICK LEAVE

### Section 1. Sick Leave Accrual

Any fire fighter covered under this Agreement shall accrue sick leave at the following rates;

- Fire fighters on a 56hr work week shall accrue at a rate of 15.4 hours/month
- Fire fighters on a 40hr work week shall accrue at a rate of 11.37 hours/month

Sick Leave shall accrue without limitation.

### Section 2. Sick Leave Pay Out

Upon separation, fire fighters shall receive partial payout of accrued sick leave subject to the following provisions.

Fire fighters who retire through the TMRS system and declare their retirement date 365 days (or more) in advance shall receive sick leave payout at the following rates;

Fire fighters on a 56 hour work week:

- 0-9 years of service: not eligible
- 10-14 years of service: up to 540 hours
- 15-19 years of service: up to 800 hours
- 20+ years of service: up to 1080 hours

Fire fighters on a 40 hour work week:

- 0-9 years of service: not eligible
- 10-14 years of service: up to 385 hours
- 15-19 years of service: up to 570 hours
- 20+ years of service: up to 770 hours

Fire fighters who do not declare their retirement 365 days in advance shall receive payout at 75% of the established hours. (Fire fighters who retire between October 1, 2014 and October 1, 2015 shall be exempt from the 365 day notice requirement).

Fire fighters who leave in good standing, but not retiring through the TMRS system shall receive payout at 50% of the established hours.

Fire fighters who do not leave in good standing shall not be eligible for sick leave payout.

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

## **ARTICLE XXVII - POST EMPLOYMENT HEALTH PLAN (PEHP)**

### **Section 1. Purpose**

Within ninety (90) calendar days after the execution of this Agreement, the City shall create a committee tasked with evaluating PEHP options offered through ICMA, Nationwide, and others. This committee shall consist of no more than ten (10) members appointed by the Human Resources Director, or his/her designee, and shall include one (1) member of the PFFM, appointed by the Association President, and one (1) member of the McKinney Police Association (MPA), appointed by the MPA President. The committee shall make a written recommendation to the Human Resources Director outlining the feasibility and any associated costs of adopting a PEHP, no later than October 1, 2015. Upon recommendation, the Human Resources Director shall present the findings to the City Manager for consideration.

## **ARTICLE XXVIII - ASSOCIATION BUSINESS LEAVE (ABL)**

### **Section 1. ABL Pool**

Within sixty (60) calendar days after the execution of this Agreement, and then annually hereafter for each year covered under this Agreement, the City shall assess from each member of the bargaining unit two and one half (2.5) hours of vacation leave time from members who work forty (40) hours a week and four (4) hours of vacation leave time from members who work fifty-six (56) hours a week, which shall be contributed to the Association Business Leave (ABL) Pool.

At the end of each calendar year during this Agreement, unused ABL hours up to 150 hours will carry over. ABL hours in excess of 150 shall be donated to the Fire Department's Catastrophic Leave Bank.

### **Section 2. Use of ABL Pool Hours**

PFFM 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 PFFM Executive Board and submitted to the Fire Chief or his designee at least seventy-two (72) hours in advance and shall adhere to the same scheduling guidelines as other departmental leave. ABL shall not be scheduled in a manner that causes overtime. The Fire 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 Fire Chief in writing as to the names of the PFFM Executive Board. The Association shall thereafter promptly notify the Fire Chief of any change in the composition of its Executive Board.

## **ARTICLE XXIX - LABOR/MANAGEMENT COMMITTEE**

### Section 1. Purpose

The Department and the Association recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor/Management Committee. The committee shall provide a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of major new Department programs or substantial modifications of existing major Department programs that will have a significant impact on work schedules or duties. The Committee may, if it deems proper, suggest recommendations to the Fire Chief for his consideration and determination.

### Section 2. Selection

The Committee shall consist of no more than ten (10) members. The Fire Chief and the President of the Association shall each select up to five (5) members. Members shall serve for the term of this Agreement, provided, however, that the appointing party may remove members he/she has appointed at any time. Vacancies shall be filled by the appointing party.

### Section 3. Meetings

The Committee shall meet quarterly at a mutually agreed upon time and place, and at other mutually scheduled times.

## **ARTICLE XXX - CHAPLAIN PROGRAM**

### **Section 1. Chaplain Program**

One fire fighter shall be selected by the Association and approved by the Fire Chief for duties as the Department Chaplain. The Chaplain provides guidance and counseling for job related problems, including counseling with immediate family members, and will assist where possible when fire fighters are injured, ill, or deceased. The Chaplain will perform other related duties as requested by either the Association or the Fire Chief.

### **Section 2. Program Costs**

The Association agrees to fund the Chaplain program at a set amount of \$600 annually during the term of this Agreement, with the following exception; should the Chaplain be acting at the direction of the Fire Chief and he/she is required to use his/her personal vehicle, reimbursement for mileage at the current City rate shall be made by the City.

### **Section 3. Time Off**

When acting on behalf of the Department, the Chaplain shall be allowed time off to fulfill the duties as directed by the Fire Chief and shall not suffer any loss of paid time. When acting on behalf of the Association, the Chaplain will be eligible for use of ABL pool hours upon approval of the Association Executive Board.

## ARTICLE XXXI – POLITICAL ACTIVITIES

### Section 1. Political Activities

Any fire fighter covered under this Agreement, while in uniform or on active duty, may not engage in a political activity relating to a campaign for an elected position within the City.

For the purposes of this Article, a fire fighter engages in a political activity if he/she:

- (1) Makes a public political speech supporting or opposing a candidate,
- (2) Distributes political literature relating to the campaign of a candidate,
- (3) Wears a campaign button,
- (4) Circulates or signs a petition for a candidate,
- (5) Solicits votes for a candidate,
- (6) Solicits campaign contributions for a candidate.

## ARTICLE XXXII - PERSONNEL FILES

### Section 1. Access

A fire fighter, 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 fire fighter 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 fire fighter 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

Unless the fire fighter gives written permission, any letter, memorandum, document, or other notation relating to alleged misconduct by a fire fighter may not be placed in his/her official file if, after an investigation, there is insufficient evidence to sustain the charge of misconduct.

Any letter, memorandum, document, or other notation of negative job performance or behavior by a fire fighter may not be placed in his/her official file without immediate notification. The City's email system shall be considered sufficient notification. The fire fighter, within seven (7) calendar days of such notification, is entitled to file a written response to the notification and have the response included in the official file.

### Section 3. Release of Information

The Human Resources Department may not release information contained in a fire fighter's official file without first obtaining the fire fighter's written permission unless the release of information is required by law.

## ARTICLE XXXIII – HEALTH AND WELLNESS

### Section 1. Scope

The Department and the Association agree to work cooperatively on implementation of a comprehensive health and wellness program based on the IAFF/IAFC Joint Labor Management Wellness-Fitness Initiative (WFI) and NFPA 1582. The Department and Association agree to establish a committee within 30 days of execution of this Agreement to include three representatives selected by the Fire Chief and three representatives selected by the Association. The goal of the health and wellness committee will be to maintain and improve the health and wellness of all members.

### Section 2. Program Minimums

Annually, the Department shall work with the Association to develop a 3-day training and education program to be presented during the Stand Down for Safety program. Training shall incorporate information related to fire fighter cancer from tobacco use as well as from on the job exposure and shall address the Everyone Goes Home Seat Belt Incentive and Pledge.

Research demonstrates never beginning or quitting tobacco products greatly improves health. Cancer and cardiovascular events are leading contributors to fire fighter injuries and line of duty deaths (LODD). As a result, the Association agrees to voluntary participation in the City's tobacco cessation program.

The Association agrees that all members covered under this Agreement shall comply with the City's Drug and Alcohol Free Workplace policy as well as the City's Tobacco Products policy.

The Department and the Association agree to jointly implement and support a mandatory physical performance testing and fitness program based upon the Department's required physical exam for new hires, or as recommended by the committee and approved by the Fire Chief.

The Department agrees to purchase and maintain agreed upon physical fitness equipment needed to comply with the WFI, consistent within budgetary constraints.

### Section 3. Cancer Prevention

Recent studies have proven that fire fighters have a statistically significant higher risk for multiple cancers than the general population. In an effort to reduce that risk, the Association and the Department agree to adopt and implement mutually agreed upon best practices as recommended by the WFI, and as outlined in the Firefighter Cancer Support Network (FCSN), 2013 White Paper. The Fire Chief shall have final authority concerning operational practices and/or issues.

## ARTICLE XXXIV – FIRE DEPARTMENT CATASTROPHIC LEAVE BANK (CLB)

### Section 1. Purpose

To establish procedures for the donation of sick leave time to a Fire Department Catastrophic Leave Bank (CLB) for use by fire fighters with a catastrophic illness or non-job related injury.

### Section 2. Definitions

“Catastrophic Illness or Injury” refers to a serious personal illness, injury, impairment, or physical or mental condition that may involve inpatient care in a hospital or similar facility, or continuing treatment by a health care provider. Examples include, but are not limited to, cancer, HIV/AIDS, complications arising from major surgery, serious accidents, heart attacks, long-term hospitalization and other situations that may pose a threat to life. Chronic illnesses or injuries, which result in intermittent absences from work, may be considered catastrophic. Any injury or illness requiring more than ten (10) shifts off for 56 hour work week fire fighters or thirty (30) work days off for 40 hour work week fire fighters qualifies as catastrophic. Short term conditions requiring brief treatment and recovery (for example, flu, measles, normal childbirth, on-the-job injuries, etc.) are not considered to be a catastrophic illness or injury for purposes of this program.

“CLB Board” refers to a five (5) member Board appointed by the Association. Appointees to the Board shall serve three (3) year terms. If a member of the Board resigns or terminates employment, a new member will be appointed. Participation in the CLB is required to serve as a Board member.

### Section 3. Eligibility

Any fire fighter covered under this Agreement shall be eligible for catastrophic leave provided they meet the following requirements:

- Completion of new hire probationary period.
- Minimum donation of twelve (12) hours of sick leave for 56 hour work week fire fighters or eight (8) hours of sick leave for 40 hour work week fire fighters every other year during enrollment.
- Cannot be on disciplinary related probation.
- Sufficient information from a healthcare provider to confirm a catastrophic illness/injury exists.
- Must exhaust all sick leave time using a minimum of 240 hours of sick leave for 56 hour work week fire fighters or 160 hours for 40 hour work week fire fighters as a result of the injury/illness.
- Cannot access the CLB more than three (3) times in a career.
- Cannot withdrawal more than 2920 hours for 56 hour work week fire fighters or 2080 hours for 40 hour work week fire fighters in a career.
- Must participate in the City’s Catastrophic Leave Program.

### Section 4. Procedure

To donate to the Fire Department’s Catastrophic Leave Bank, a fire fighter must complete a Fire Department Catastrophic Leave Donation Form and forward to Payroll. Enrollment will be open from the first Monday in January to the third Monday in January. Fire fighters will be reminded annually of the date of their last donation.

To use catastrophic leave, a fire fighter completes a Fire Department Catastrophic Leave Withdrawal Request and forwards to the CLB Board. The CLB Board will contact the fire fighter requesting leave to coordinate obtaining supporting documentation from his/her healthcare provider. Fire fighters requesting to use CLB agree to a Board review of their leave records and requested medical information.

The CLB Board will determine a fire fighter’s eligibility to use catastrophic leave based a review of requested medical information and leave records. If approved, a fire fighter may receive leave from the catastrophic leave bank for

up to 1460 hours for 56 hour work week fire fighters and up to 1040 hours for 40 hour work week fire fighters for a specific leave request. Upon exhaustion of 1460 hours or 1040 hours of catastrophic leave, a fire fighter may not receive additional catastrophic leave for the same illness/injury. The number of leave hours shall be determined based on the information provided by the employee's healthcare provider.

A separate fund established to debit and credit hours contributed and distributed will be monitored to reconcile all transactions. The leave time will be deducted from the records of the contributing fire fighter and credited to the Catastrophic Leave Bank for further distribution. Contributions may not be limited to the use of a specific person and the donor may not specify who receives contributions.

## **ARTICLE XXXV - BULLETIN BOARDS**

### **Section 1. Bulletin Board Space**

The Association shall be permitted to maintain, at each firehouse and the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards 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 XXXVI - 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 bargaining unit 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.

### **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 XXXVII - 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 fire fighter 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 fire fighter's signature, or if filed by the Association, the signature of the Grievance & Appeal Board Chairman or the local Association President.

### Section 2. Procedure

#### Step 1

A fire fighter who is aggrieved must file a grievance with the Association Grievance & Appeal Board within thirty (30) calendar days of the date upon which the fire fighter knew of or should have known of the facts or events given rise to the grievance. During this time the fire fighter 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 Fire Chief by the Association Grievance & Appeal Board within five (5) calendar days of receipt of the grievance. The Association Grievance & Appeal Board shall within fifteen (15) calendar days of receipt of the grievance, determine in their sole discretion, if a grievance exists. If the Association Grievance & Appeal Board determines that no grievance exists, it shall notify the Fire Chief in writing that no further proceedings will be necessary. If the Association Grievance & Appeal Board determines that the grievance is valid, it shall process the grievance on behalf of the fire fighter(s) by forwarding the written grievance to Step 2 of this procedure.

#### Step 2

Any grievance found to be valid by the Association Grievance & Appeal Board shall be submitted to the Fire Chief within ten (10) calendar days of the Step 1 ruling. After receipt of the grievance, the Fire Chief shall submit his/her response in writing to the Association Grievance & Appeal Board 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 Fire Chief's decision to submit the matter to mediation. The Association Grievance & Appeal Board shall invoke mediation by delivering a letter so stating to the Fire 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. 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) mediators 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 mediators, the parties shall select a mediator 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 mediator. If either party fails to participate in the selection of a mediator 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 the mediator from the remaining names on the list, with a copy to the other party sent by certified mail. The mediator so selected shall, through the agency selected, be promptly notified of his or her selection and the parties in agreement with the mediator shall select a time, place and date for the 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. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.
- (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 contract grievance 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 forty (40) calendar days from the date of mediation, if no proposed alternative resolution exists, to submit the matter to arbitration. The Association Grievance & Appeal Board shall invoke arbitration by delivering a letter so stating to the Fire 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 of this Agreement.

- (c) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to modify or to establish new provisions as to the present Agreement, or to arbitrate away, in whole or in part, the provisions or amendments thereof.
- (d) The cost of the impartial arbitrator shall be shared equally between the Association and the City. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.
- (e) 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.
- (f) Each party shall be responsible for the cost of the attendance of its witnesses at the contract grievance hearing.
- (g) 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.

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.

Section 4. Election of Remedies

It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration constitutes an election of remedies and any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded their authority and jurisdiction as provided under this Agreement; that the decision of the arbitrator was procured by fraud or collusion or that the arbitrator's decision is based upon a clear and manifest error of law.

## **ARTICLE XXXVIII - SAVINGS, PREEMPTION, AND AMENDMENT**

### Section 1. Savings Clause

If any provision of this Agreement that 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.

## APPENDIX A

### City of McKinney 2014 Fire Salary Survey

City	Firefighter		Driver		Captain		Batt Chief	
	Start	Top	Start	Top	Start	Top	Start	Top
<b>Allen</b>	\$52,982	\$66,087	\$58,955	\$73,303	\$78,739	\$90,446	\$89,634	\$102,961
<b>Carrollton</b>	\$53,548	\$64,467	\$68,759	\$75,486	\$85,334	\$93,245	\$98,303	\$107,419
<b>Frisco</b>	\$52,776	\$70,473	No Match	No Match	\$85,889	\$93,465	\$98,138	\$105,341
<b>Garland</b>	\$52,372	\$66,816	\$69,136	\$72,594	\$85,930	\$90,228	\$98,551	\$103,479
<b>Grand Prairie</b>	\$50,587	\$69,503	\$75,557	\$75,557	\$89,333	\$93,800	\$102,119	\$107,223
<b>Irving</b>	\$48,096	\$67,680	\$70,020	\$73,524	\$82,644	\$91,116	\$94,572	\$104,268
<b>Lewisville</b>	\$52,436	\$66,248	\$73,114	\$73,114	\$85,915	\$90,219	\$100,110	\$102,651
<b>Mesquite</b>	\$55,257	\$70,525	\$75,441	\$75,441	\$94,062	\$94,062	\$108,082	\$108,082
<b>Plano</b>	\$59,597	\$70,281	\$79,046	\$79,046	\$98,598	\$98,598	\$106,585	\$115,631
<b>Richardson</b>	\$47,736	\$69,288	\$70,632	\$76,440	\$86,016	\$93,072	\$100,080	\$113,772
<b>Average</b>	<b>\$52,539</b>	<b>\$68,137</b>	<b>\$71,184</b>	<b>\$74,945</b>	<b>\$87,246</b>	<b>\$92,825</b>	<b>\$99,617</b>	<b>\$107,083</b>
McKinney	\$51,710	\$66,334	\$69,713	\$73,059	\$85,363	\$90,441	\$97,483	\$104,083
Difference \$	-\$829	-\$1,803	-\$1,471	-\$1,886	-\$1,883	-\$2,384	-\$2,134	-\$3,000
Difference %	-1.6%	-2.6%	-2.1%	-2.5%	-2.2%	-2.6%	-2.1%	-2.8%

Completed                    2/6/2014  
Presented  
Human Resources

**CITY OF MCKINNEY  
FIRE STEP PAY PLAN DRAFT  
EFFECTIVE OCTOBER 1, 2014**

Step \$	Grade	Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$3,733	F17	Battalion Chief	\$ 99,617	\$ 103,350	\$ 107,083				
\$2,790	F15	Captain	\$ 87,246	\$ 90,036	\$ 92,825				
\$1,881	F12	Driver/Operator	\$ 71,184	\$ 73,065	\$ 74,945				
\$2,600	F10	Firefighter	\$ 52,539	\$ 55,139	\$ 57,738	\$ 60,338	\$ 62,938	\$ 65,537	\$ 68,137
	F9	Recruit	\$ 49,912						

*Yellow indicates cells where market data was inputted*

*Recruit pay based on 95% of Firefighter start pay*