

**FIRST AMENDED AND RESTATED MEET AND
CONFER AGREEMENT**

BETWEEN

THE CITY OF MCKINNEY, TEXAS

AND

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

~~October 1, 2010~~ 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 ~~October~~–1, 2012~~0~~](#) 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 ~~October~~–1, 2012~~0~~](#) (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 15 hours/month~~
- ~~• 10 to 14 years of completed service accrue at 17 hours/month~~
- ~~• 15 to 19 years of completed service accrue at 19 hours/month~~
- ~~• 20 to 24 years of completed service accrue at 21 hours/month~~
- ~~• 25 to 29 years of completed service accrue at 23 hours/month~~
- ~~• 30 or more years of completed service accrue at 25 hours/month~~
- 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 10 hours/month~~
- ~~• 10 to 14 years of completed service accrue at 11.33 hours/month~~
- ~~• 15 to 19 years of completed service accrue at 12.67 hours/month~~
- ~~• 20 to 24 years of completed service accrue at 14 hours/month~~
- ~~• 25 to 29 years of completed service accrue at 15.33 hours/month~~
- ~~• 30 or more years of completed service accrue at 16.67 hours/month~~

- 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, per amendment to Agreement, 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 ~~Amendment to the~~ 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 ~~Amendment to the~~ Agreement in duplicate originals by their duly authorized representatives, to be effective on the 1st day of ~~October, 2010~~ January, 2012.

City of McKinney

McKinney Fire Fighters Association

By: ~~Frank Ragan~~ Jason Gray,
City Manager

By: Steve Dorris,
President

Attest:

Attest:

Sandy Hart, City Secretary

~~Michael Stiltz~~ Chris Mayzner, Secretary