

RESOLUTION NO. 2021-09-____ (R)

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

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 Fifth Professional Fire Fighters of McKinney Meet and Confer Agreement, Exhibit A.

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 21st DAY OF SEPTEMBER 2021.

CITY OF MCKINNEY, TEXAS

GEORGE C. FULLER
Mayor

ATTEST:

EMPRESS DRANE
City Secretary
JOSHUA STEVENSON
Deputy City Secretary

APPROVED AS TO FORM:

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, 2021
through
September 30, 2025

TABLE OF CONTENTS

Article 1	Definitions	2
Article 2	Intent and Purpose	3
Article 3	Authority, Recognition, and Duration	3
Article 4	Fair Treatment	5
Article 5	Management Rights	5
Article 6	No Strike/No Lockout	6
Article 7	Trade Time	6
Article 8	Out of Classification Work (Step Up)	7
Article 9	On-Call Compensation	8
Article 10	Annual Written Promotional Exams Dates	8
Article 11	Transitions Between 56- and 40-Hour Work Weeks	9
Article 12	Mileage Reimbursement	10
Article 13	Force Reduction and Reinstatement	11
Article 14	Hours Worked	11
Article 15	Compensatory Time	11
Article 16	Base Salary	11
Article 17	Paramedic Pay	12
Article 18	Education Pay	13
Article 19	Certification Pay	13
Article 20	Assignment Pay	14
Article 21	Field Training Paramedic Pay	15
Article 22	Holiday Buy Back Program	15
Article 23	Vacation Accrual	16
Article 24	Sick Leave	17
Article 25	Deferred Compensation	18
Article 26	Association Business Leave (ABL)	18
Article 27	Labor/Management Committee	18
Article 28	Personnel Files	19
Article 29	Health and Wellness	20
Article 30	Fire Department Catastrophic Leave Bank (CLB)	21
Article 31	Bulletin Boards	23
Article 32	Payroll Deduction of Dues	24
Article 33	Complaints, Investigations and Disciplinary Procedures	24
Article 34	Grievance Procedure	27
Article 35	Savings, Preemption, Amendment and Repeal	29

ARTICLE 1 – DEFINITIONS

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.

- **ABL** shall mean Association Business Leave.
- **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.
- **Benchmark Texas Cities** shall consist of; Allen, Carrollton, Frisco, Garland, Grand Prairie, Irving, Lewisville, Mesquite, Plano, and Richardson.
- **City** shall mean the City of McKinney, Texas.
- **CLB** shall mean the Catastrophic Leave Bank available only to Fire Fighters.
- **Fire Fighter** shall mean permanent, full-time Fire Department personnel employed in the rank of Captain, Driver/Operator, or Fire Fighter. It shall also include full-time Fire Department employed in any other rank created during the term of this Agreement below the top three ranks of the Department.
- **Department** shall mean the McKinney Fire Department.
- **FCSN** shall mean the Firefighter Cancer Support Network.
- **FLSA** shall mean the Fair Labor Standards Act.
- **HR** shall mean the Human Resources Department.
- **IRS** shall mean Internal Revenue Service.
- **LODD** shall mean Line of Duty Death.
- **LTRF** shall mean Leave Time Request Form.
- **M&C** shall mean the Meet & Confer process as defined by Subchapter C of Chapter 142 of the Texas Local Government Code.
- **Market Data** shall mean (1) the average minimum and maximum annual rates of pay at Benchmark Texas Cities plus 1.5% for Fiscal Year 2021-22; 1.75% for Fiscal Year 2022-23 and Fiscal Year 2023-24; 2.0% for Fiscal Year 2024-25 and Fiscal Year 2025-26; and 2.25% for Fiscal Year 2026-27, for the ranks of Fire

Fighter, Driver/Operator, and Captain, calculated as of April 30th of each calendar year; and (2) the average minimum and maximum annual rates of pay at benchmark cities for the ranks of Fire Fighter, Driver/Operator, and Captain, calculated as of January 1st of each calendar year. Benchmark Texas Cities consist of the following: Allen, Carrollton, Frisco, Garland, Grand Prairie, Irving, Lewisville, Mesquite, Plano, and Richardson. Market data is highlighted in yellow in Appendix A. Market Data shall be utilized in determining salary adjustments twice per calendar year. The April 30th salary survey results shall be effective on October 1st and the January 1st salary survey results shall be effective on February 1st. Market data for 2021 is highlighted in yellow in Appendix A.

- **New Hire Probationary Period** shall mean a period of time allowing for evaluation. Fire Fighters hired into any position shall serve a City-mandated probationary period of twelve (12) months, or as such new hire probationary period may be extended.
- **NFPA** shall mean the National Fire Protection Association.
- **Parties** shall mean the City of McKinney and the Professional Fire Fighters of McKinney, IAFF Local 2661.
- **PFFM** shall mean the Professional Fire Fighters of McKinney, IAFF Local 2661.
- **TLGC** shall mean the Texas Local Government Code, as amended.
- **WFI** shall mean the Wellness-Fitness Initiative.

ARTICLE 2 - 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 3 - 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, 2021 (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, 2025, unless extended by written, mutual agreement; however, if neither the Association nor the City submits a letter of intent to negotiate a new Agreement by April 1, 2025, this Agreement shall be extended until September 30, 2027. The Parties may conduct a non-binding review of the terms of this Agreement at its midterm.

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City cannot meet its funding obligations, as provided in the Texas Constitution, this entire Agreement becomes null and void.

In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet any City obligations hereunder, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement.

If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the City agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety if approved by a majority vote of the City Council.

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, as defined herein.

ARTICLE 4 - 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 5 - MANAGEMENT RIGHTS

Section 1. Department Management

Except as provided for by State or Federal law, or Departmental Policies approved by the City Council, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the City shall retain the sole, exclusive, and vested right, prerogative, power and authority to manage the Department and the workforce in the Department in all respects, including, but not limited to:

1. the right to hire, train, promote, demote, discipline, suspend, discharge, reprimand, assign, reassign, transfer, retain, or lay off employees;
2. the right to establish, eliminate, or modify the qualifications and minimum requirements for hiring, training, promotions, transfers, and job assignments and reassignments;
3. the right to establish, eliminate, classify, reclassify, or modify the number and types of positions and job classifications;
4. the right to assign and direct the work of Fire Fighters, including the scheduling and assignment and reassignment of duties, responsibilities and hours of work;

5. the right to establish, eliminate, or modify the methods, processes, means and personnel by which operations are to be carried out;

6. the right to establish, eliminate, modify, review, and enforce rules and standards governing job performance, personal conduct and appearance, uniforms and equipment, safety, training, education, attendance, discipline, and efficiency;

7. the right to establish, abolish, or modify processes and procedures for investigating and reviewing Fire Fighter conduct and complaints, relating to that conduct; and

8. the right to determine the wages, salaries, rates of pay, hours of work, and other terms of employment of the Fire Fighters and employees in the Department.

Section 2. Management Rights Retained

Except as provided for by State or Federal law, or Departmental Policies approved by the City Council, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights and prerogatives of management not expressly mentioned or described by this article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect. If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, all members of the Association agree that they shall not cause, counsel, or permit Association 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 7 - TRADE TIME

Section 1. Requirements

All trade-outs shall be on a time-for-time basis only. The members involved in the trade-out will 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 Fire Fighter's company officer or direct supervisor. Company officers are responsible for their assigned personnel; therefore, they have the authority to approve or deny trade-out 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.

Fire Fighters are responsible for fulfilling their obligations to the trade in a reasonable and responsible manner and for following the procedure outlined in this article. Fire Fighters must obtain approval from their assigned company officer. Company officers are responsible for appropriate approvals and record keeping in the manner directed by the Fire Chief.

Disputes should be settled at the company officer's level, then up the chain of command as required.

Section 4. Eligibility

Members will not be eligible for trade-outs while on new hire probation or disciplinary probation. Trade-outs 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.

Section 5. Final Authority

The Fire Chief shall be the final authority over all elements of trade time.

ARTICLE 8 - 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 the rank which he/she normally holds, shall be paid at the step one (1) rate for that position or rank on an hour-for-hour basis, including positions assigned to administrative assignments that are on a Fire Fighter step plan.

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 with the Department as well as seniority with the company requiring a “step up,” but ultimately the decision will remain with the Battalion Chief or station Captain.

ARTICLE 9 – ON-CALL COMPENSATION

Effective October 1, 2021, off-duty employees who are ordered by the Fire Chief to be on restricted on-call duty shall be compensated at a rate of thirty-two dollars (\$32.00) per day while assigned to such restricted on-call duty. Restricted on-call duty shall be determined by departmental policy.

ARTICLE 10 - ANNUAL WRITTEN PROMOTIONAL EXAM DATES

Section 1. Purpose

It is the intent of this article to provide for an annual promotional written exam date only. This article should not be interpreted to influence the promotional process in any other manner.

Section 2. Exam Dates

Effective January 1, 2022, the Department shall conduct annual written promotional exams as prescribed below:

Captain: on or about the first Thursday of May.

Driver/Operator: on or about the first Thursday of April.

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

Section 3. Application

Promotional lists shall be effective until exhausted or until the next scheduled annual written exam date. This process shall be utilized for any other rank below the top three ranks of the Department. Each year’s promotional lists become effective on June 10. In the event a promotional list is exhausted during the year and there is at least one (1) open promotional position, a new test notice shall be given within thirty (30) days and a test conducted consistent with promotional policy, unless the vacancy is created within sixty (60) days of the next annual scheduled exam. This newly certified list shall remain in effect only until the established written exam dates.

Section 4. Promotions

Promotions shall be filled until the then current list expires, unless the position has not been approved before the next scheduled exam.

Section 5. Promotional Process for Battalion Chief

Written exams will not be used to determine eligibility for promotion to Battalion Chief. On or about the first Thursday in April of each year, the promotional list for Battalion Chief will be open to new candidates. To be eligible to begin the process of promotion to the rank of Battalion Chief with the Department, a candidate must meet the following criteria:

- Hold the rank of Captain for a minimum of two (2) years prior to the deadline established by the Chief; and
- Possess a Bachelor's degree or above.

Nothing in this Agreement shall prohibit or otherwise limit applications from outside the Department if an internal candidate is not selected for the position. The Fire Chief's promotional panel for Battalion Chief applicants shall consist of at least two (2) Captains selected by the Fire Chief.

ARTICLE 11 – 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 an assignment of 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 Fire Fighter's 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 Fire Fighter's current hourly rate prior to the transition.
- Vacation Time, Holiday Time, and Sick Time - shall be converted by a factor of 1.401.

ARTICLE 12 - 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 and 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 to which the trade is normally assigned, 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 trading Fire Fighter's assigned station.

Section 3. Requirements

Fire Fighters shall be required to place their gear in a department-approved carrying device 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, he/she 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 13 - FORCE REDUCTION AND REINSTATEMENT

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 (1) 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 the event of the foregoing, 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 eighteen (18) months from the effective date of the reduction in force.

ARTICLE 14 - HOURS WORKED

All time, with the exception of sick time and all FMLA time codes, used in a pay period, is to be included as hours worked for the calculation of overtime and FLSA compensation during the pay period.

ARTICLE 15 - COMPENSATORY TIME

Section 1. Accrual Rate

Fire Fighters on a 56-hour work week may accrue compensatory time to a maximum of 120 hours. Fire Fighters on a 40-hour work week may accrue compensatory time 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 promoted. 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 16 - 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 by 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 twice each calendar year. The results of each 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 the City Council. Market adjustments will be based on Market Data, as defined in this Agreement. Market adjustments that are approved by the City Council shall not be considered an amendment to this Agreement.

Section 4. Pay Plan Step Maximums

Effective October 1, 2021, any newly proposed pay plan will be limited in the number of steps as prescribed below:

Recruit: maximum of one (1) step (for first year uncertified personnel and Fire Fighters certified by an unrecognized fire academy, as determined by the Fire Chief);

Fire Fighter: maximum of seven (7) steps (for first year certified personnel);

Driver/Operator: maximum of three (3) steps; and

Captain: maximum of three (3) steps.

Section 5. Pay Plan Step Adjustments

Each Fire Fighter within the "Fire Fighter" pay scale shall have his/her 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, 2021. This adjustment shall be reflected on the first October paycheck.

ARTICLE 17 - PARAMEDIC PAY

Section 1. Paramedic Pay

Any Fire Fighter covered under this Agreement, who has been cleared by the Fire Chief or his/her designee, shall be eligible for Paramedic Pay. Once verified by the Fire Chief or his/her designee in writing to Human Resources, 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 and the Department. Only the Fire Chief

shall have the authority to suspend or revoke paramedic pay for cause.

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 18 - EDUCATION PAY

Section 1. Education Pay

Any Fire Fighter covered under this Agreement and who has completed his/her new hire probationary period shall be eligible for Education Pay according to the degree held at the following compensation, once verified by the Fire Chief or his/her designee in writing to Human Resources:

- 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 submittal of written verification of the degree.

Section 3. Payment Rate and Schedule

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

ARTICLE 19 - CERTIFICATION PAY

Section 1. Certification Pay

Any Fire Fighter covered under this Agreement and 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. Upon submittal of written verification to Human Resources, 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 20 - 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, voluntary request, or assignment by the Fire Chief, 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.

- Captain \$4,300/year
- Driver/Operator \$4,000/year
- Fire Fighter \$3,700/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 been cleared by the Fire Chief or his/her designee 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 \$1 per hour.

ARTICLE 21 – FIELD TRAINING PARAMEDIC PAY

Section 1. Field Training Paramedic Pay

Any Fire Fighter covered under this Agreement who has been assigned as a Field Training Paramedic and is responsible for the training of a new paramedic, as well as other Department-assigned tasks for training, will be compensated at a rate of \$150 per month.

Section 2. Eligibility

Any Fire Fighter who has been selected by the EMS Division, proven competency by passing the Field Training Paramedic exam, and approved by the EMS Chief will be assigned as a full-time Field Training Paramedic. This assignment will be considered permanent until revoked by the EMS Division.

Section 3. Payment Rate and Schedule

Pay shall be at the rate of \$150 per 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 22 - HOLIDAY BUY BACK PROGRAM

Section 1. Eligibility

Any Fire Fighter 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 contained in 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 23 - 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 160 hours/year or 13.33 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 (1) calendar year to another. Fire Fighters on a 40-hour work week may carry forward up to 300 hours of vacation from one (1) calendar year to another. Fire Fighters are responsible for management of their accrued vacation hours and shall not be required to schedule a minimum amount for use each year.

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 24 - 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 56-hour work week shall accrue at a rate of 15.4 hours/month
- Fire Fighters on a 40-hour work week shall accrue at a rate of 11.37 hours/month

Sick leave shall not be limited or capped.

Section 2. Sick Leave Pay Out

Upon separation of employment, Fire Fighters shall receive partial payout of accrued sick leave subject to the following provisions:

Fire Fighters who terminate employment with the City in good standing shall receive a sick leave payout at the following rates:

Fire Fighters on a 56-hour work week:

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

Fire Fighters on a 40-hour work week:

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

Fire Fighters who terminate employment with the City and do not leave in good standing shall not be eligible for any sick leave payout. For purposes of this Article, "good standing" is defined as a Fire Fighters who at the time of termination of employment receives from the Fire Chief an "eligible for rehire" or similar determination.

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

ARTICLE 25 – DEFERRED COMPENSATION

The City agrees that prior to the implementation of any new Section 457 deferred compensation offerings to City or Department employees, it will meet with the Association to discuss and receive input from the Association regarding the features of any such Section 457 deferred compensation plan.

ARTICLE 26 - ASSOCIATION BUSINESS LEAVE (ABL)

Section 1. ABL Pool

Annually, 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 Fire Fighters, 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 President and one additional Executive Board officer and submitted to the Fire Chief or his/her designee and shall adhere to the same scheduling guidelines as other departmental leave. ABL shall be included as one of the allotted vacation, holiday or compensatory time slots at the time of scheduling. The Fire Chief or his/her designee shall have final approval of ABL scheduling.

ARTICLE 27 - 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.

The Fire Chief and President of the Association shall submit agenda items at least five (5) full business days in advance of each regular quarterly meeting. The Fire Chief or his/her designee shall be responsible for creating the agenda and shall endeavor to provide written minutes of the meetings. Agendas shall be published to the Department at least twenty-four (24) hours prior to the meeting.

Additional agenda items may be added outside of this time window on mutual consent of the Fire Chief and the President of the Association, or their designees.

ARTICLE 28 - 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 29 - 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 thirty (30) days of execution of this Agreement to include three (3) representatives selected by the Fire Chief and three (3) representatives selected by the Association. The goal of the health and wellness committee will be to maintain and improve the health and wellness, including behavioral health, of all Department members.

Section 2. Annual Fitness Evaluation

The Department and the Association agree to mandatory participation for all members in an annual medical physical provided by the Department and based on NFPA 1582.

Fire Fighters shall undergo an annual medical physical through the City's third-party provider subject to the following conditions:

- Must be completed and fitness determination provided to the Department prior to September 1 annually.
- Must complete Department-provided NFPA 1582 compliance document that includes a final determination of "fit for duty/not fit for duty." No protected health information will be exchanged.
- If a Fire Fighter is determined to be "not fit for duty," the Fire Fighter shall have the option to get a second opinion at the Fire Fighter's cost from a second physician. Should the second physician determine that the Fire Fighter is "fit for duty," documentation shall be promptly presented to any of the Department's medical control physicians, the selection of which is at the Fire Chief's discretion, for a final determination.

- Any Fire Fighter identified as “not fit for duty” will be placed on administrative leave or placed on a light duty assignment, if available and approved by the Fire Chief, and the Fire Fighter will coordinate with the EMS Division on a health improvement plan to return to work.

Failure to comply will be considered insubordination and members may be subject to disciplinary action in accordance with City and Department policy.

Completion of the annual medical physical satisfies requirements for wellness dollars or related benefits, or equivalent program if offered by the City.

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. Occupational 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, and/or best practices as recommended by the most current research. The Fire Chief shall have final authority concerning operational practices and/or issues.

Research demonstrates never beginning and/or quitting tobacco products greatly improves health. Cancer and cardiovascular events are leading contributors to Fire Fighter injuries and line of duty deaths. According to Subchapter B of Chapter 607 of the Texas Government Code, a Fire Fighter may lose a “cause for action” in regard to elements of a legal presumption under that Subchapter if the Fire Fighter “is,” or, “has been a user of tobacco,” or the Fire Fighter’s spouse “has, during the marriage, been a user of tobacco that is consumed through smoking.”

As a consequence, the Association and the Department agree to support voluntary participation in the City’s tobacco cessation program for any Fire Fighter hired prior to July 1, 2017.

ARTICLE 30 - 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 six (6) hours of sick leave for 56-hour work week Fire Fighters or four (4) hours of sick leave for 40-hour work week Fire Fighters every 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. For purposes of this article, in the event a Fire Fighter does not have enough accrued sick leave to participate in the catastrophic leave program, the Fire Fighter may utilize other accrued leave to reach the minimum hours requirement referenced herein; however, in any event, the Fire Fighter must utilize all accrued sick leave before utilizing any other accrued leave.

- Cannot access the CLB more than three (3) times in a career.
- Cannot withdraw 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 HR. Enrollment will be open consistent with the City's Catastrophic Leave enrollment period. Fire Fighters will be reminded by HR 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 provide the Board a physician's statement attesting to the need for additional leave and an estimation of anticipated time off.

The CLB Board will determine a Fire Fighter's eligibility to use Department catastrophic leave based upon a review of the physician's attestation or statement and the Fire Fighter's leave records.

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 31 - 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.

Section 3. Indemnification of City

The Association shall defend the City and hold the City harmless against any and all claims, demands, suits or other forms of legal action that may arise out of, or by reason of, any actions taken by the City, or any employee of the City in complying with the provisions of this article. The Association and City shall jointly select and direct counsel retained for such defense, and the Association shall further assist and cooperate with the City during said defense.

ARTICLE 32 - 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 33 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINARY PROCEDURES

Section 1. Definition of "Complaint"

A complaint is defined as a formal written allegation against a member of the Fire Department which, if sustained in whole or in part, could result in the following disciplinary action: suspension, demotion or termination of employment. A complaint may originate from outside or within the Fire Department. A complaint is required for all internal affairs investigations and must allege a violation of City or Fire Department rules, regulations, policies and/or an illegal act.

Section 2. Complaint to be in Writing and Signed

To be considered by the Fire Chief, a complaint must be in writing and signed by the person making the complaint. Nothing herein prohibits the Fire Chief from being a complainant.

Section 3. Copy of Complaint to be Given to Fire Fighter

A copy of the signed complaint shall be given to Fire Fighter within a reasonable time after the complaint is filed. No disciplinary action may be taken against a Fire Fighter unless a signed copy of the complaint is provided to the Fire Fighter. No Fire Fighter may be suspended, demoted or terminated from employment until a complaint is investigated pursuant to the procedures outlined in this Article and it is determined that there is evidence to prove an allegation of misconduct. This section does not apply in those circumstances where the Fire Chief terminates a new hire probationary Fire Fighter.

Section 4. Preliminary Investigations or Reviews

Meetings, interviews, questions and/or discussions, including those that may lead to a formal complaint, may be conducted by a Fire Fighter's chain of command, or other person designated by the Fire Chief, and are considered preliminary or fact-finding investigations or reviews, and may be initiated at any time and without notice. If a preliminary investigation or review results in the filing of a complaint against a Fire Fighter, the complaint procedure outlined in this Article shall be followed.

Section 5. Internal Affairs Investigations

Those complaints which, if true, could affect the efficient or professional operation of the Department, ~~allege a violation of the Department's Code of Conduct~~, involve employee misconduct or impair the public's perception of the integrity of the Department, shall be subject to an internal affairs investigation. In such event, departmental directives and policies regarding internal affairs investigations shall be followed.

Section 6. Employee Interviews during Investigations

Department employees may be interviewed during the Department's review or investigation of a complaint. The Department shall endeavor to schedule interviews during the employee's regular work hours; however, in exigent circumstances that may not be feasible. All interviews shall be recorded and a copy of the recording shall promptly be provided to the employee who was interviewed.

Section 7. Disciplinary Action

Progressive discipline shall be utilized by the Department as deemed appropriate by the Fire Chief, taking into consideration the severity of the act(s) necessitating disciplinary action, in accordance with the Department's disciplinary policies and the City's Employee

Personnel Policies.

Section 8. Appeal of Disciplinary Action

Employees may appeal any disciplinary action pursuant to the City's Employee Personnel Policies. The Human Resources Department provides disciplinary appeal forms to be utilized for the appeal of a disciplinary demotion, suspension without pay or the termination of employment.

Section 9. Appeal Hearings

Upon receipt of a disciplinary appeal form, the Human Resources Department will coordinate the appeal hearing, pursuant to the provisions of the City's Employee Personnel Policies.

The disciplinary appeal hearing process is an informal administrative procedure and is not a trial guided by courtroom procedures. The Director of Human Resources may establish specific procedures for any appeal and utilize those procedures in the conduct of any appeal. The appeal hearing is an opportunity for an employee to state why he/she should not have been disciplined or why the punishment was inappropriate. Only information directly related to the action taken will be presented during the hearing, and may include the past disciplinary history of the employee. Presentation of ~~unrelated~~ issues or issues involving other employees will not be allowed.

The City and employee (or any attorney for either the City or employee) will have an opportunity to provide information relevant to the action taken and to answer any questions asked by the hearing panel. A court reporter or stenographer may be present throughout the hearing and, if so, a written record of the proceedings will be made. A copy of the written record will be maintained in the employee's permanent personnel file. The hearing panel will deliberate and make a decision within five business days from the date of the hearing upholding the disciplinary action taken, rescinding the action, modifying or amending the action or reducing the severity of the discipline, provided the disciplinary action must be sustained if a reasonable person could have taken the same disciplinary action against the employee. The final decision will be communicated in writing to all parties involved within five business days of the appeal hearing.

For any appeal of disciplinary action by a Fire Fighter, the hearing panel shall include one of the following members of the Police Department: Police Chief, Assistant Police Chief, or Deputy Police Chief.

Section 10. Authorized Personal Representative

An Authorized Personal Representative of the Association is allowed to accompany any Fire Fighter during any interviews or hearings if the Fire Fighter requests such assistance. The Authorized Personal Representative may assist or clarify for the Fire Fighter during any interview or disciplinary appeal hearing.

ARTICLE 34 - 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. For any step in the grievance procedure, each party shall bear its own costs and attorney's fees.

Section 2. Procedure

Step 1

A Fire Fighter who is aggrieved must file a grievance with the Association within ten (10) 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 ten (10) 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's Grievance & Appeal Board within ten (10) calendar days of receipt of the grievance. The Association's Grievance & Appeal Board shall within ten (10) calendar days of receipt of the grievance, determine in its sole discretion, if a grievance exists. If the Association's 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's 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's 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's Grievance & Appeal Board within ten (10) calendar days.

Step 3

If the grievance is not resolved at Step 2, the Association's Grievance & Appeal Board shall have ten (10) calendar days from receipt of the Fire Chief's decision to submit the matter to mediation. The Association's 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 ten (10) calendar days of such request, mutually agree to a neutral mediator, and shall expeditiously pursue such mediation

(a) If no mutually agreed upon solution is reached during the mediation, the mediator may, within ten (10) calendar days after conclusion of the mediation, propose an alternative resolution.

(b) The City and the Association shall each have ten (10) 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.

(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 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 ten (10) calendar days from the date of mediation, if no proposed alternative resolution exists, to submit the matter to arbitration. The Association 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 to this Agreement; however, in no event shall the City be required or otherwise obligated to appropriate funds based upon the opinion of the arbitrator; however, at a regularly scheduled meeting the City may consider whether to appropriate funds in response to the opinion of the arbitrator. If the City opts not to appropriate said funds, then the grievance is deemed resolved and no further action may be taken.

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, fails 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.

ARTICLE 35 - SAVINGS CLAUSE, PREEMPTION, AMENDMENT AND REPEAL

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 state 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.

Section 4. Repeal

Notwithstanding any provision herein to the contrary, subject to the thirty (30) day negotiation period referenced in this article, this Agreement shall be deemed repealed and of no further force and effect in the event that the City, through citizen initiative, ordinance or by other means, adopts or otherwise enacts any provision granting to any Fire Fighters, as defined herein, any property right, due process or "just cause" right or interest in their employment with the City; however, the Association and the City shall have thirty (30) days following either (i) the date of canvassing of said election or (ii) the enactment of a provision referenced herein during which thirty (30) day period the Parties may attempt to negotiate a new M&C agreement or amendment(s) to this Agreement.

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 October, 2021.

CITY OF MCKINNEY, TEXAS

**PROFESSIONAL FIRE FIGHTERS OF
MCKINNEY, IAFF LOCAL 2661**

By: Paul Grimes,
City Manager

By: Chris Mayzner,
President

ATTEST:

Empress Dane, City Secretary

ATTEST:

Austin Hendricks, Secretary

APPENDIX A
City of McKinney
2021 Fire Salary Survey
