

**MEMORANDUM OF UNDERSTANDING
TO AMEND A PORTION OF THE MEET AND CONFER AGREEMENT
BETWEEN THE CITY OF MCKINNEY, TEXAS AND THE PROFESSIONAL FIRE FIGHTERS
OF MCKINNEY, IAFF LOCAL 2661**

This Memorandum of Understanding ("MOU") is entered into by and between the City of McKinney ("City"), Texas and the Professional Fire Fighters of McKinney, IAFF Local 2661, ("Association"), collectively referred to as the "Parties," for the purpose of amending a portion of the current Meet and Confer Agreement.

1. PURPOSE

The purpose of this MOU is to amend Article 29 – *Health and Wellness*, Section 2. *Annual Fitness Evaluation (second bullet point)* of the Meet and Confer Agreement dated October 1, 2021, between the Parties.

2. AMENDED PROVISION

Effective October 1, 2025, the Parties agree that Article 29 – *Health and Wellness*, Section 2. *Annual Fitness Evaluation (second bullet point)* of the Meet and Confer Agreement shall be amended to state:

“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 December 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."

Previously, the second bullet point stated, "Must be completed and fitness determination provided to the Department prior to September 1 annually."

3. FULL FORCE AND EFFECT

All other terms and conditions of the Meet and Confer Agreement not expressly modified by this MOU shall remain in full force and effect.

4. RATIFICATION

This MOU is subject to ratification by the City Council and by a majority vote of the Association membership. Upon ratification, this MOU shall become effective as of the date stated above.

5. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the date last signed below.

For the City of McKinney:

Name: _____

Title: _____

Date: _____

For the Professional Fire Fighters of McKinney, IAFF Local 2661

Name: RANDY ATCHLEY

Title: PRESIDENT

Date: 9/8/25