SECOND MEET AND CONFER AGREEMENT

BETWEEN

THE CITY OF MCKINNEY, TEXAS

AND

THE MCKINNEY FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 4017

October 1, 2012

Through

September 30, 2014

Table of Contents

ARTICLE I	**Definitions**	**Page 3**
ARTICLE II	**Authority, Recognition, and Duration**	**Page 3**
ARTICLE III	**Base Salary**	**Page 4**
ARTICLE IV	**Education Pay**	**Page 5**
ARTICLE V	**Hours Worked**	**Page 6**
ARTICLE VI	**Compensatory Time Maximum Accrual**	**Page 6**
ARTICLE VII	**Sick Leave**	**Page 6**
ARTICLE VIII	**Vacation Accrual**	**Page 7**
ARTICLE IX	**Fair Treatment**	**Page 7**
ARTICLE X	**Management Rights**	**Page 8**
ARTICLE XI	**Bulletin Boards**	**Page 8**
ARTICLE XII	**Payroll Deduction of Dues**	**Page 9**
ARTICLE XIII	**Savings, Preemption and Amendment**	**Page 9**
APPENDIX A	**Pay Plan**	**Page 11**

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 First Amended and Restated Meet and Confer Agreement (the "First Amended Agreement"). The First Amended Agreement shall be null and void as of the effective date, October 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 Second Meet and Confer Agreement effective for the period of October 1, 2012 through September 30, 2014.
- **Association** shall mean the McKinney Fire Fighters Association.
- **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 Firefighter.
- **First Amended Agreement** shall mean that certain First Amended and Restated Meet and Confer Agreement executed to be effective as of January 1, 2012.
- **Market Data** shall mean the average minimum and maximum annual rates of pay at benchmark cities for the ranks of Firefighter, Driver/Operator, Captain, and Battalion Chief. Benchmark 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.
- **M&C** shall mean the Meet and Confer process as defined by the Texas Local Government Code.
- **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 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 M&C 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, 2012 (the "Commencement Date"), upon ratification by the covered employees 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, 2014, unless extended by written agreement.

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

ARTICLE III – 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. Effective Start Date of Pay Plan. Each Fire Fighter's base salary will adjust 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, 2012. This adjustment will occur on September 24, 2012 and be reflected on the October 12, 2012 paycheck. Beginning October 1, 2012, Fire Fighters will also be eligible for a one step pay increase (if not topped out) on their hire or promotion anniversary date for fiscal year 2012-2013.

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 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 triggered if any Market Data is 1.5% or more below market. 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. Paramedic Pay. Any Fire Fighter covered under this Agreement who has completed his/her new hire probationary period, shall be eligible for Paramedic Pay. To be eligible, an employee must submit his/her certification verifying completion of requirements from the Texas Department of State Health Services to the Fire Chief or his designee. Once verified, Paramedic Pay will start being paid on the next first full pay period in which Paramedic Pay is distributed. Additionally, the paramedic certification must remain current through the completion of required continuing education units in order to retain Paramedic Pay. Paramedic Pay is also contingent upon the Fire Fighter's good standing with current City medical direction.

Section 5. Paramedic Pay Effective Start Date and Payment Schedule. Paramedic Pay will begin in the first full pay period of October of 2012 at the rate of $200/month. Payment will be made over 24 pay periods each year. Each of the 24 payments will be paid in half the monthly amount listed above.

ARTICLE IV – EDUCATION PAY

Section 1. Education Incentive 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:

- Associate's Degree $50/month
- Bachelor's Degree $100/month
- Master's Degree $150/month

To be considered for education pay, an employee must submit his/her diploma and/or transcript verifying completion of the degree requirements. The Chief 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 diploma, the Chief shall make the final decision. Employees with multiple degrees shall be eligible for Education Pay only for the highest degree held. When a new degree is earned, Education Pay for that degree will be effective the first full pay period following the Chief's verification of completion.

Section 2. Effective Start Date and Payment Schedule. Education Pay will begin in October of 2013. Payment will made over 24 pay periods each year. Each of the 24 payments will be paid in half the monthly amount listed above.

ARTICLE V – HOURS WORKED

Section 1. 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 VI – COMPENSATORY TIME MAXIMUM 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. Compensatory Time. Compensatory Time may be accrued to a maximum of 120 hours. Firefighters on a 40 hour work week may be accrued to a maximum of 80 hours.

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

ARTICLE VII – SICK LEAVE

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. Sick Leave Accrual. During the term hereof, Fire Fighters shall accrue sick leave 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 shall not be limited or capped.

Section 4. Sick Leave Payout. Fire Fighters who are considered to have left in good standing 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 Fire Fighter on a 56 hour work week shall receive compensation for up to 240 hours of accrued sick leave.
- Fire Fighters on a 40 hour work week shall receive compensation for up to 160 hours of accrued sick leave.

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

ARTICLE VIII – 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. Vacation 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. Vacation Accrual Maximum. Fire Fighters 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 IX – 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 nonmembers of the Association greater than those imposed by law.

ARTICLE X – 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 XI – 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 XII – 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 Association 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 XIII – SAVINGS CLAUSE, PREEMPTION AND AMENDMENT

Section 1. Savings Clause. If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and

effect for the duration of the Agreement, and the Parties shall meet as soon as possible to attempt, in good faith, to agree on a substitute provision. If the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. The thirty (30) day deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may only be amended by written mutual agreement.

Section 2. Preemption Provision. The provisions of this Agreement shall preempt the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith. This preemption provision is authorized by Section 142.117 of the TLGC.

Section 3. Amendment Clause. This Agreement may not be changed or altered in any manner except by mutual written agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments or as a Restated Agreement. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective parties. All Amendments shall be ratified in the same manner as provided by state law for original ratification.

In witness whereof, the parties have executed this Agreement in duplicate originals by their duly authorized representatives, to be effective on the 1st day of October, 2012.

City of McKinney	**McKinney Fire Fighters Association**
_____	_____
By: Jason Gray, City Manager	By: Steve Dorris, President
Attest:	Attest:
_____	_____
Sandy Hart, City Secretary	Chris Mayzner, Secretary

APPENDIX A

CITY OF MCKINNEY
FIRE STEP PAY PLAN
EFFECTIVE OCTOBER 1, 2012

Step $	Grade	Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$3,225	F17	**Battalion Chief**	**$ 96,068**	**$ 99,293**	**$ 102,518**						
$2,573	F15	**Captain**	**$ 83,646**	**$ 86,219**	**$ 88,792**						
$1,625	F12	**Driver/Operator**	**$ 68,500**	**$ 70,125**	**$ 71,750**						
$1,809	F10	**Firefighter**	**$ 50,734**	**$ 52,543**	**$ 54,352**	**$ 56,161**	**$ 57,970**	**$ 59,779**	**$ 61,588**	**$ 63,397**	**$ 65,206**
	F9	**Recruit**	**$ 48,197**								

yellow indicates cell where market data was inputed
recruit pay based on 95% of Firefighter start pay