

**Meet and Confer Agreement
Between
The City of Denton
and
Denton Fire Fighters Association,
IAFF Local 1291**

Fiscal Years 2009-2010; 2010-2011 and 2011-2012

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DEFINITIONS

1. “Agreement” means this Meet and Confer Agreement entered between the City of Denton and Denton Fire Fighters Association, IAFF Local 1291.
2. “Association” means the Denton Fire Fighters Association, IAFF Local 1291, its elected leaders and its collective membership.
3. “City” means the City of Denton, its mayor, city council members, city manager, fire chief and those persons designated by the City of Denton to manage the city and its fire department.
4. The term “commission” means the Denton Fire Fighters’ and Police Officers’ Civil Service Commission.
5. The term “days” refers to calendar days unless otherwise specified.
6. The term “Department” or “Fire Department” means the Denton Fire Department.
7. The term “Department head” or “Fire Chief” means the Fire Chief of the Denton Fire Department, designee, interim, or an acting Chief of the Denton Fire Department.
8. The term “director” means the director of the Denton Fire Fighters’ and Police Officers’ Civil Service Commission.
9. The term “Local Rule” means the Local Rules and Regulations of the Denton Fire Fighters’ and Police Officers’ Civil Service Commission.
10. The term “Firefighter” means a member of the Denton Fire Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code and excludes persons attaining civil service status under article 2.
11. “Parties” or “parties” means the City of Denton and the Denton Fire Fighters Association, IAFF Local 1291 and “Party” or “party” means either the City of Denton or the Denton Fire Fighters Association, IAFF Local 1291.

ARTICLE 1
RECOGNITION

The CITY OF DENTON recognizes the DENTON FIRE FIGHTERS ASSOCIATION, IAFF LOCAL NO.1291, as the sole and exclusive bargaining agent for the covered Firefighters described in the petition for recognition, excluding the head of the fire department and excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code.

ARTICLE 2
TRANSITION FOR CERTAIN CIVIL SERVICE AND APPOINTED POSITIONS

Section 1. Intent.

In the Parties' prior agreement, effective October 1, 2006, (the "2006-2009 Agreement") the Parties agreed to reclassify certain non-civil service civilian positions in the Fire Prevention Division and Administration Division to civil service for certain civil service benefits and protocols under Chapter 143 of the Texas Local Government Code to create a more unified Department incorporating Operations, Administration and Fire Prevention. To further that transition and that goal, the Parties agree to reclassify certain existing civil service positions in the Fire Prevention Division and Administration Division. The Parties intend for any variation of civil service provisions by this Agreement to also apply to the reclassified positions affected by Article 2 in the 2006-2009 Agreement and this article unless provided otherwise by the Agreement.

Section 2. Employees Affected and Civil Service Status in 2006-2009 Agreement and this Agreement.

(A) The former non-civil service positions affected by Article 2 of the 2006-2009 Agreement included the following positions:

- Public Education Officer,
- Fire Inspector,
- Senior Fire Inspector,
- Fire Protection Engineer Associate,
- Assistant Fire Marshal,
- Fire Marshal,
- Fire Recruitment Management Analyst and
- Emergency Management Program Manager.

A Fire Department employee who served in one of these positions was not required to take a competitive examination to remain in the employee's position if the employee was appointed to that position before October 1, 2006.

(B) At the time of the effective date of the 2006-2009 Agreement, the former non-civil service employees affected by former article 2 automatically waived into and qualified for the provisions of civil service status under Chapter 143 concerning classification status, disciplinary action, appeals, protocols, sick leave, on duty injury leave, and other such provisions, with the exception of those provisions relating to promotions or transfers and except as otherwise provided in the 2006-2009 Agreement.

(C) The civil service positions affected by this article include the following:

- Fire Inspector Specialist,
- Fire Protection Engineer Associate,
- Assistant Fire Marshal,
- Fire Marshal,

- Fire Recruitment Management Analyst and
- Emergency Management Program Manager.

Section 3. New Fire Prevention Division Titles and Ranks.

(A) Fire Inspector Specialist I.

Pursuant to the terms of the 2006-2009 Agreement, the Public Education Officer, Fire Inspector and Senior Fire Inspector were replaced with a Fire Inspector Specialist classification. The Fire Inspector Specialist shall be reclassified to a Fire Inspector Specialist I at the current Firefighter base pay and applicable step plus \$300 assignment pay per month. The applicable step determination will be based on the time in rank of Fire Inspector Specialist and Fire Inspector Specialist I. Incumbents in the Fire Inspector Specialist classification will automatically be reclassified into the classification of Fire Inspector Specialist I on the effective date of this Agreement.

(B) Fire Inspector Specialist II.

A new supervisory Fire Prevention position shall be established with the classification of Fire Inspector Specialist II with a salary at the current Driver base pay and applicable step plus \$400 assignment pay per month.

(C) Fire Protection Engineer Associate.

(1) Classification. Pursuant to the 2006-2009 Agreement, the Fire Protection Engineer Associate was classified in place. This classification will continue but will be eliminated when vacated and replaced with the classification of Fire Protection Specialist.

(2) Base Salary for Fire Protection Engineer Associate. The recommended base salary percentage increase for the Fire Protection Engineer Associate shall be calculated by taking the average percentage increase, excluding step increases, for contract year for the ranks of Fire Fighter, Fire Driver, Fire Captain, and Fire Battalion Chief.

(3) Assignment Pay. The Fire Protection Engineer Associate shall receive \$400 per month assignment pay. The replacement classification of Fire Protection Specialist shall receive \$500 per month assignment pay.

(D) Assistant Fire Marshal.

(1) Classification. Pursuant to the 2006-2009 Agreement, the Assistant Fire Marshal was classified in place. This classification will continue but will be eliminated when vacated and replaced with the classification of Deputy Fire Marshal.

(2) Base Salary for Assistant Fire Marshal The recommended base salary percentage increase for Assistant Fire Marshal shall be calculated by taking the average percentage increase, excluding step increases, for the contract year for the ranks of Fire Fighter, Fire Driver, Fire Captain, and Fire Battalion Chief.

(3) **Assignment Pay.** The Assistant Fire Marshal shall receive \$500 per month assignment pay. The replacement classification of Deputy Fire Marshal shall receive \$600 per month assignment pay.

(E) Future Job Descriptions for Fire Inspector Specialist I, Fire Inspector Specialist II, Fire Protection Specialist and Deputy Fire Marshal. The joint Labor/Management Committee will develop job descriptions including minimum and preferred qualifications for the positions of Fire Inspector Specialist I, Fire Inspector Specialist II, Fire Protection Specialist and Deputy Fire Marshal and make a recommendation to the Department head. The Department head will determine whether to adopt the recommendation and will determine minimum and preferred qualifications for this position.

(F) Filling Fire Prevention Division Vacancies.

(1) Vacancies in the Fire Prevention Division will be filled in a manner determined by the Department head and in accordance with this subsection of the article. This excludes the appointed positions in section 5 of the article. The process by which the vacancies are filled is not restricted by article 5, the promotions article in this Agreement, or restricted by Chapter 143 of the Texas Local Government Code.

(2) Firefighters may voluntarily transfer to the Fire Prevention Division to fill vacancies according to the eligibility outlined in subsection 3 below provided:

- (a) he/she meets the requirements of the job description for the position he/she is applying for, and
- (b) he/she is recommended by the Fire Marshal and approved by the Department head.

(3) Firefighters transferring under this section retain their pay grade and benefits and, in addition, receive any assignment pay for the applicable Fire Prevention Division position. Transfers to the Fire Prevention Division shall not be for promotional purposes under Civil Service rules. Therefore, Firefighters transferring into the Fire Prevention Division may only transfer to an equivalent rank as follows:

Fire Inspector Specialist I = Fire Fighter
Fire Inspector Specialist II = Driver
Fire Protection Specialist = Captain
Deputy Fire Marshal = Battalion Chief

(4) Firefighters transferring to the Fire Prevention Division must complete the assignment for a minimum of two years. This assignment may be shortened or lengthened by mutual agreement of the Firefighter and the Fire Marshal and approved by the Department head. At the expiration of the two-year assignment, the Firefighter may transfer back to Operations.

(5) An exception to the two year assignment shall be for promotions. A Firefighter assigned to the Fire Prevention Division shall be entitled to take an Operations

promotional examination if otherwise eligible. The Firefighter may promote out of the Fire Prevention Division back into the Operations Division.

(6) If no qualified volunteers from the Operations Division apply for a Fire Prevention Division transfer position, the Department head will make an assignment to that position from the Operations Division. The assignment will not be for longer than two years. The assignment may be shortened by mutual agreement of the Firefighter, with the recommendation of the Fire Marshal and approval of the Department head.

(7) No Probationary firefighters will be assigned to the Fire Prevention Division.

(8) The Fire Marshal, with the approval of the Department head, may appoint a current member of the Fire Prevention Division to the vacant new position, provided he/she meets the requirements of the job description. Current members appointed in such a manner will enter the position at the applicable civil service rate for that rank and follow the steps in that classification. He/she will receive any applicable assignment pay for the position he/she fills.

(9) A vacancy in the former Fire Prevention Division positions of Fire Protection Engineer Associate and Assistant Fire Marshal will not be filled. The position will be replaced with the corresponding new classification of either Fire Protection Specialist or Deputy Fire Marshal and the prior position eliminated.

Section 4. Fire Recruitment Management Analyst.

(A) Classification. Pursuant to the 2006-2009 Agreement, the position of Fire Recruitment Management Analyst was classified in place. This classification will continue but will be eliminated when vacated and replaced with a Fire Recruitment Captain. Base pay for Fire Recruitment Captain at that point will be equivalent to Fire Captain. The joint Labor/Management Committee will develop and recommend a job description to the Department head including minimum and preferred qualifications for the new civil service position. The Department head will determine whether to adopt the recommendation and will determine minimum and preferred qualifications for this position.

(B) Base Salary for Fire Recruitment Management Analyst. The base salary for Fire Recruitment Management Analyst shall be calculated to be equivalent to the rank of Fire Captain at the first step.

(C) Assignment Pay. The Fire Recruitment Management Analyst shall receive \$500 per month assignment pay.

Section 5. Fire Marshal and Emergency Management Program Manager.

(A) Fire Marshal and Emergency Management Program Manager By Appointment.

The positions of Fire Marshal and Emergency Management Program Manager shall continue to be appointed by the Department head and shall not be filled by promotional examination. A person appointed under this section serves at the pleasure of the Department head.

(B) Fire Marshal Classification. The Fire Marshal shall continue to be classified in place.

(C) Emergency Management Program Manager. The Emergency Management Program Manager shall continue to be classified in place.

(D) Base Pay Prior to a Vacancy Occurring. The base pay for Fire Marshal and Emergency Management Program Manager, prior to a vacancy occurring in each respective position, will be determined by the Department head based on market comparisons in accordance with City of Denton policy.

(E) Upon the Vacancy in the Current Positions of Fire Marshal and Emergency Management Program Manager.

(1) Determination of Job Descriptions and Base Pay. When a vacancy occurs in either of the current positions of Fire Marshal or Emergency Management Program Manager, the base pay and minimum and preferred qualifications for that position from the time of vacancy will be made by recommendation by the joint Labor/Management Committee to the Department head. The Department head will determine whether to adopt the recommendation and ultimately will determine minimum and preferred qualifications and base pay for that position.

(2) Vacancy To Be Filled by Appointment by the Department Head. Vacancies in the positions of Fire Marshal or Emergency Management Program Manager shall be filled by appointment by the Department head. Appointments for Fire Marshal or Emergency Management Program Manager will be made by the Department head from within the Department, following the procedure outlined below. If no suitable candidate from within the Department exists, the Department head may appoint a person from outside the Department Procedure.

1. Job Announcement for potential candidate(s) within the Department
2. Candidate(s) submit a letter of interest and resume to the Department head
3. Application review for minimum and preferred qualifications by the Department head
4. Department head's interview

5. Appointment from within the Department or proceed to external process if no suitable internal applicant
6. External Job Announcement
7. Candidate(s) submit an application and resume to Human Resources
8. Application review for minimum and preferred qualifications by the Department head
9. Department head's interview
10. Potential appointment from external candidates or repost externally

(3) Review of Non-Selection by Internal Candidate. In the event that an internal candidate applies and proceeds through step 4, but is not selected and the Department head proceeds to the external process, that candidate may seek review of the non-selection. The internal candidate may seek review by providing a written statement to the Department head within ten (10) calendar days from the date of the notification of non-selection stating the basis for review. The review process shall be as follows:

(a) The joint Labor/Management Committee shall review the Department head's decision and make a non-binding recommendation in writing to the Department head within five (5) business days from the date that the candidate seeks review.

(b) The Department head shall review the recommendation by the joint Labor/Management Committee and determine whether or not to reconsider the decision within ten (10) calendar days from the date of the recommendation.

(c) The internal candidate may seek review of the non-selection to the commission by submitting a request in writing to the director within five (5) business days from the date of determination by the Department head of sustaining the non-selection. The commission shall have ten (10) business days to conduct a hearing and render a decision sustaining or overruling the Department head's decision to seek an external candidate. The standard of review by the commission is whether the Department head's decision is arbitrary and capricious. The commission's decision shall be final and binding with no right of appeal to an arbitrator or district court.

(d) Deadlines in this article may be extended by mutual agreement by the internal candidate seeking review and the Department head.

(F) Internal Appointment. In the event that an internal Firefighter or newly classified employee under this article fills the vacancy, only subsections 143.014(g) and 143.014(h) of 143.014 of the Texas Local Government Code shall apply.

(G) External Appointment. In the event that an external candidate fills the vacancy, only subsection 143.014(h) of 143.014 of the Texas Local Government Code shall apply after a twelve (12) month probationary period applicable to an external appointment, except that the provision relating to being restored to the same classification or its equivalent shall not apply.

Section 6. Transfer.

(A) Restrictions. The reclassified employees under former article 2 in the 2006-2009 Agreement and under this article may not transfer out of their currently assigned Division into any other classified civil service position in another Division in the Department. Reclassified Prevention Division employees under former article 2 in the 2006-2009 Agreement and under this article are eligible to promote within their currently assigned Division.

(B) Effect of Transfer. Operations Division Firefighters who transfer to the Fire Prevention Division or Administration Division are eligible to take the Operations Division's promotional examinations, provided they meet the requirements for the promotional examination under Chapter 143 of the Texas Local Government Code and any pre-requisites for promotion as determined under article 5 of this Agreement. It is the intent of the Parties that, when transfer processes between Divisions are outlined by recommendation by the joint Labor/Management Committee and determined by the Department head, a Firefighter does not gain rank or lose rank by transferring between Divisions.

Section 7. Commission's Role.

The commission may adopt rules under this article providing for the efficient administration of this article.

Section 8. Statutory Override.

To the extent this article continues to reclassify former civilian positions of Public Education Officer, Fire Inspector, and Senior Fire Inspector; and current positions of Fire Inspector Specialist I, Fire Inspector Specialist II, Fire Protection Engineer Associate, Assistant Fire Marshal, Fire Marshal, Fire Recruitment Management Analyst and Emergency Management Program Manager to civil service positions this article overrides section 143.003(4) and section 143.003(4)(A). This article is the exclusive process and provision by which the former positions of Public Education Officer, Fire Inspector, and Senior Fire Inspector; and current positions of Fire Inspector Specialist I, Fire Inspector Specialist II, Fire Protection Engineer Associate, Assistant Fire Marshal, Fire Marshal, Fire Recruitment Management Analyst and Emergency Management Program Manager are afforded civil service status. Unless otherwise provided in this article, this article overrides sections 143.014, 143.015 to the extent limited in section 5 of this article, 143.026, 143.028, 143.029, 143.030, 143.032, 143.033, 143.034, 143.036 (except the definition of vacancy) and 143.085 of the Texas Local Government Code. The overrides

to Chapter 143 of the Texas Local Government Code also apply to this article and to the reclassified positions of Public Education Officer, Fire Inspector, Senior Fire Inspector, Fire Inspector Specialist I, Fire Inspector Specialist II, Fire Protection Engineer Associate, Assistant Fire Marshal, Fire Marshal, Fire Recruitment Management Analyst and Emergency Management Program.

ARTICLE 3
LABOR/MANAGEMENT RELATIONS

Each Party shall designate three (3) representatives to serve on a joint Labor/Management Committee (“Committee”). This Committee shall meet quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire services to the community. A minimum of two (2) members from each party must be present for a meeting to be held. The Department head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Articles 2, 4, 5 and 7 of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

The work of the Committee shall be conducted on City time without loss of pay by Committee members; except that meetings which are scheduled at times when Association members who are not on duty, such members shall attend on their own time without compensation.

ARTICLE 4 HIRING PROCESS

Section 1. Intent

In adopting this article, the Parties agreed to implement a hiring system for beginning positions in the Department that provided for selection based upon the determination by an Oral Interview Board and the Chief's Interview. The parties believe a determination by the Oral Interview Board and Chief's Interview for beginning positions improved the selection process and provided applicants a fair opportunity to demonstrate skills and abilities that serve as additional good indicators that they would perform well in the Department.

Section 2. Adoption and Publication of Rules

Any Local Rules that may be adopted by the commission shall be in conformity with the provisions of this article.

Section 3. Written Examination and Commission List

(a) Establishment of Date of Written Examination in 2011

Until 2011, the commission shall give new examinations at the times the commission considers necessary to provide required staffing. Entrance examinations will be held on the second Saturday in January beginning in January 2011. The actual date of the examination may be rescheduled in the event of circumstances beyond the City's control including but not limited to extraordinary weather events or other emergencies.

(b) Written Examination and Military Points

The written examination under Chapter 143 of the Texas Local Government Code shall be administered and the minimum passing grade on the written examination is 70 percent. An additional five (5) points shall be added to the examination grade of an applicant who served a minimum of 180 active days in the United States armed forces, received an honorable discharge, and made a passing grade on the examination. In the event a tie should occur, the process to break a tie will follow the Department Hiring Guideline. A passing grade on the written examination may permit the applicant to proceed to the next step(s) in the hiring process. The grade on the written examination will not serve as the grade for ranking on the eligibility list; however, the written examination grade, plus any applicable military points, will determine the ranking for a Commission List from which applicants proceed through the remainder of the hiring process.

(c) Commission List

In this article "Commission List" shall mean the list of applicants who made a passing grade on the written examination ranked from highest to lowest including any applicable

military points and shall not mean the eligibility list from which an applicant may be appointed.

When a vacancy occurs in a beginning position in the Fire Department, the Department head shall request in writing from the director the names of suitable persons from the Commission List outlined in subsection (a) above. The director shall certify and provide to the Department head all of the names of such applicants on the Commission List. From the Commission List of names, the Department head shall identify a number of applicants, based on the determination of the Department head related to the number of vacancies, with the highest ranking to proceed through the process.

Section 4. Background Check and Physical Ability Test

(a) Background Check

After the Department head determines an applicant to be eligible to proceed through the process by the Department head, the applicant will proceed through the Background Check in accordance with the Department's Hiring Guidelines. If an applicant passes the Background Check, then the applicant shall proceed to the Physical Ability Test. If an applicant does not pass the Background Check, the applicant will be disqualified from any further consideration in the hiring process.

(b) Physical Ability Test

From the list of names of applicants who passed the background check, the Department head shall identify the fifteen (15) applicants with the highest ranking on the Commission List to proceed to the Physical Ability Test in accordance with the Department's Hiring Guidelines. If an applicant passes the Physical Ability Test, then the applicant will be considered to proceed to the Oral Interview Board. If an applicant does not pass the Physical Ability Test, the applicant will be disqualified from any further consideration in the hiring process. All applicants who have passed the Background Check and Physical Ability Test shall proceed to the next step in the process. If less than three (3) applicants pass the Background Check and Physical Ability Test, the Department head shall identify the next fifteen (15) applicants with the highest ranking on the Commission List (or those remaining on the Commission List if less than fifteen (15)) to proceed to the Physical Ability Test in accordance with the Department's Hiring Guidelines.

(c) Selection of Candidates To Proceed to Oral Interview Board

From the list of names of applicants who passed the Physical Ability Test, those applicants shall proceed to the next step in the process. In the event those applicant names are exhausted after the completion of the Oral Interview Board and Chief's Interview, then the Department head shall proceed under section 4(b) of this article to identify the next fifteen (15) applicants with the highest ranking on the Commission List to proceed to the Physical Ability Test in accordance with the Department's Hiring Guidelines.

Section 5. Oral Interview Board

(a) Oral Interview Board

The joint Labor/Management Committee shall establish an Oral Interview Board made up of four (4) members with four (4) alternate members. Three (3) of those members and three (3) of the alternate members shall come from the Department. One (1) of those members and one (1) of the alternate members shall be a citizen member from the City of Denton chosen by the Department head. It is understood that all members and alternate members of the Oral Interview Board will receive appropriate training to conduct interviews.

(b) Interview

The Oral Interview Board will interview eligible applicants determined by the preceding steps in this article. Each member of the Oral Interview Board will assign an applicant a score from zero (0) to one hundred (100) points. The average of those four (4) scores will be calculated and will be the final Oral Interview Board score for each eligible applicant. If an applicant obtains a final Oral Interview Board score of seventy (70) points or more, an applicant will proceed to the Chief's Interview. If an applicant does not pass with a score of seventy (70) points or more, the applicant will be disqualified from any further consideration in the hiring process.

Section 6. Chief's Interview

The Fire Chief will interview eligible applicants determined by the preceding steps in this article. The Fire Chief shall invite the Deputy Fire Chief and/or one or more Battalion Chief(s) to attend the Fire Chief's Interview for all eligible applicants. The Chief will assign an applicant a score from zero (0) to one hundred (100) points. Any input from the Deputy Fire Chief or Battalion Chief will be included in the Chief's score. This score will be the final Chief's Interview score for each eligible applicant. If an applicant does not pass with a score of seventy (70) points or more, the applicant will be disqualified from any further consideration in this hiring process.

Section 7. Eligibility List

The overall score to be placed on the eligibility list for each eligible applicant shall be computed by taking the applicant's final Oral Interview Board score and multiply the score by .70 to the account for seventy percent (70%) of the applicant's final overall score; and adding the applicant's final Chief's Interview score and multiply that score by

.30 to account for thirty percent (30%) of the applicant's final overall score (see below).

$$\begin{aligned} & (4 \text{ Oral Interview Board Scores divided by } 4 = \text{final Oral Interview Board Score}) \times 70\% \\ & \quad + \\ & \quad (\text{final Chief's Interview score}) \times 30\% \\ & \quad = \\ & \quad \text{applicant's final overall score} \end{aligned}$$

When a vacancy occurs, the Department head shall appoint the eligible suitable applicant having the highest final overall score on the eligibility list unless the Department head has a valid reason for not appointing the person. Each hiring eligibility list remains in existence for one (1) year after the written examination unless exhausted. All applicants may be subject to a polygraph examination at the Department head's discretion.

Section 8. Effect of an Eligibility List Currently In Existence and Eligibility List Created Under this Agreement

A hiring eligibility list in existence at the time of the adoption of this Agreement shall continue in effect until January 11, 2011, unless exhausted. Any hiring eligibility list created under this article will take effect upon the expiration of any applicable pre-existing list.

Section 9. Probationary period

Unless already certified as both a firefighter by the Texas Commission on Fire Protection and a paramedic by the Texas Department of State Health Services, a person appointed to a beginning position in the Department must serve a probationary period of up to eighteen (18) months beginning on that person's date of employment as a Fire Fighter, or trainee. A person appointed to a beginning position in the Department who is certified as both a fire fighter and a paramedic shall serve a probationary period of twelve (12) months.

Section 10. Disqualification

In the event an applicant is disqualified at any point in the hiring process, the Department head shall clearly set forth in writing the good and sufficient reason why a person was disqualified.

Section 11. Statutory Override

This article supercedes the following sections of the Texas Local Government Code to the extent the article may be in conflict with any of these sections: section 143.025(a) to account for an Oral Interview Board and Chief's Interview only to be administered to certain applicants that meet the hiring process criteria under the rules implemented in accordance with this article and to establish the eligibility list based on the Oral Interview Board and Chief's Interview as outlined in this article; section 143.025(b) to base the

eligibility list on the Oral Interview Board and Chief's Interview final overall score as outlined in this article; sections 143.025(c), 143.025(d) and 143.025(e) to provide for the Oral Interview Board and Chief's Interview to interview applicants outside the presence of other applicants and at different times; section 143.025(h) to extend the effective date of the eligibility list from examination date to examination date; section 143.025(i) to provide for an Oral Interview Board and Chief's Interview in the grading process and for establishment of an eligibility list as outlined in this article; sections 143.026(a), 143.026(b), 143.026(c) and 143.026(d) to allow the creation of various lists in the hiring process as outlined in this article, to allow for appointment and disqualification by the Department head, to account for the Oral Interview Board and Chief's Interview final overall score as a basis for the applicant's selection, and to eliminate the requirement of filing reasons of a pass over with the commission; and section 143.027 regarding probationary period.

This article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of City, such as the commission.

ARTICLE 5 PROMOTIONS

Section 1. Intent

In adopting this article, the parties agreed to implement changes to the promotional process for the Department by establishing pre-requisites that qualify a candidate to take a promotional written examination. The parties believe that establishing pre-requisites for promotional written examinations will improve the promotional process and will provide promotional candidates a fair opportunity to meet pre-requisites that serve as additional good indicators that they will perform well in the positions to which they seek to be promoted. This article excludes the positions addressed in article 2.

Section 2. Definitions

- (a) In this article “written examination” means the written examination provided for promotions under Chapter 143 of the Texas Local Government Code.
- (b) In this article, “pre-requisites” means the minimum qualifications and conditions required of candidates for eligibility to take a Chapter 143 written examination for promotion within the Department.

Section 3. Role of Commission

Any Local Rules that may be adopted by the commission shall be in conformity with the provisions of this article.

Section 4. Minimum Qualifications

- (a) The Driver pre-requisites determined under the parties’ prior agreement attached as Exhibit B will continue to apply.
- (b) For promotion to the ranks of Captain and Battalion Chief, within ninety (90) days of the execution of this Agreement, the joint Labor/ Management Committee appointed as provided in article 3 will recommend pre-requisites for taking promotional written examinations prior to the posting of the Position Opportunity Announcement publication each year. The Department head will determine whether to adopt the recommended pre-requisites. In the event the pre-requisites are adopted by the Department head, the pre-requisites will be effective twelve (12) months after their posting in the Position Opportunity Announcement publication.
- (c) In the event pre-requisites are not recommended by the expiration of the ninety (90) day time period, the Department head may extend the time period at his/her discretion or may proceed with the then existing qualifications. In this circumstance, the Department head may request a report from the joint

Labor/Management Committee outlining the pre-requisites developed at that point.

Section 5. Evaluation

The joint Labor/Management Committee will establish a system within the joint Labor/Management Committee to evaluate the promotional process and the pre-requisites established. The joint Labor/Management Committee shall prepare a written evaluation for the Department head within sixty (60) days after the administration of each written examination.

Section 6. Date of Written Examinations and Rescheduling

(a) Battalion Chief

Written examinations for the rank of Battalion Chief will be held on the second Tuesday of January after the effective date of the Agreement.

(b) Captain

Written examinations for the rank of Captain will be held on the second Tuesday of February after the effective date of the Agreement.

(c) Driver

Written examinations for the rank of Driver will be held on the first Tuesday of March after the effective date of the Agreement.

(d) Rescheduling of Written Examinations

The actual date of the examinations may be rescheduled after the examination dates in this section in the event of circumstances beyond the City's control including but not limited to extraordinary weather events or other emergencies. In the event of a rescheduling, no further notice of the examination is required other than the new time, place and date of the rescheduled examinations, notwithstanding section 143.029 of the Texas Local Government Code. Meeting the scheduled examination dates outlined or provided for in this section, or rescheduling those dates pursuant to this subsection, precludes any liability for back pay or retroactive seniority for that position or any lower position.

Section 7. Exceptions to Minimum Promotion and Rank Differential Pay

Should the difference between the maximum step for a rank and minimum step of the next higher rank fall below 3.0%, then a Firefighter who is promoted or receives rank differential pay to that next higher rank shall be compensated at the second step pay. For a Firefighter being promoted in this manner, then that Firefighter shall continue to receive

the second step pay for four years from the promotion date before receiving another step pay in that rank.

Section 8. Eligibility List

When a vacancy occurs in a nonentry position that is not appointed by the Department head, the director, on request by the Department head, shall certify to the Department head the names of the eligibility list. This section of the article shall supercede Section 143.036(b) of the Local Government Code to the extent that Section requires the certification of persons on the eligibility list to be certified three (3) persons at a time. This section of the article is intended to omit the administrative process of providing three (3) names at a time and instead provide a process where all names of the persons on the eligibility list are certified and provided at once when filling a vacancy for a nonentry position in the Fire Department.

Section 9. Statutory Override

This article supercedes the following sections of the Texas Local Government Code: section 143.029 to override posting rules in the event an examination is rescheduled; sections 143.030(b) and (c) to alter pre-requisites for promotions; section 143.030(d), sections 143.032(a), 143.032(b), 143.032(c), and 143.032(d) to provide for pre-requisites for the promotional process as determined by the Department head to the extent any of those pre-requisites may be deemed to conflict with these sections; section 143.036(a) to provide for the promotional process in accordance with this article and to the extent any provisions of this article may be deemed to conflict with this section; and 143.036(h) for the promotional eligibility list to remain in existence until the date of the next promotional examination for that rank.

This article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

ARTICLE 6 NEPOTISM

Section 1. Purpose

The Denton Fire Department through employment, promotion, or transfer of relatives, will not contribute to the creation of any inequity or impropriety among its members. The purpose of this procedure is to communicate a Department policy regarding employment and supervisory relationships among family members.

Section 2. Definition and Scope of Application

During the term of this Agreement, the parties agree that the definition of "relative" shall meet the same definition of "familial relationship" provided by current City Policy Reference Number 102.08 dated September 3, 2002, and agree this article applies to a Firefighter as defined in this Agreement or a position reclassified in Article 2.

Section 3. Appointment of Relatives to City Employment

Members of the Department assigned to positions that make appointments, conduct interviews, promote, etc. cannot participate and must disqualify themselves if a relative is a candidate. In addition, members shall notify the Fire Chief in writing to disclose the relationship or interest involved.

Section 4. Immediate Supervisory Relationships

Members shall not directly supervise a relative. Direct or immediate supervision includes participation in a hiring decision, promotional decision, disciplinary decision, or preparing or influencing a performance evaluation of a relative. In a Battalion, relatives shall not be assigned to the same shift. Temporary shift swaps or overtime assignments are permitted, provided there is no immediate supervisory relationship. At the discretion of the Incident Commander, the prohibition on the immediate supervisory relationship of relatives during emergency operations is put aside.

Irrespective of the immediate supervisory relationship, members shall not participate in a decision involving the financial interest of a relative, including hiring, promotion, discipline and pay increases. In addition, members shall not attempt to influence others in a financial interest of a relative.

Section 5. Changes or Amendments During Term of Agreement

It is understood that during the term of this agreement, if either party requests in writing a meeting concerning changes or amendments to the definition of the term "relative," the parties shall meet within ten calendar days to discuss such changes or amendments. Changes made to section 2 are not subject to ratification by the Association or the City Council.

ARTICLE 7
SAFETY AND HEALTH

It is the desire of the City and the Association to maintain the highest standards of safety and health in the Fire Department. The City and Association agree to use NFPA 1583, NFPA 1582 and the IAFF/IAFC Joint Wellness Fitness Initiative as a guideline for the implementation of policy regarding health and safety issues in the Department over time. The parties agree that the Wellness Committee will continue to work on implementing the requirements of rule 435.21 of the Texas Commission on Fire Protection. To that end, each Firefighter will undergo a physical during the term of this Agreement. Those Firefighters designated as priority according to NFPA guidelines shall undergo at least two physicals during the term of this Agreement. Physicals shall be conducted by an entity recommended by the Wellness Committee, approved by the joint Labor Management Committee, and approved by the Department head.

In furtherance of the parties' desired goals, the parties will explore the feasibility of a position in the Department that would serve as a safety and wellness officer prior to the expiration of the Agreement.

ARTICLE 8 DISCIPLINE

Section 1. Written Statement

If the Department head suspends a Firefighter, a copy of the statement giving the reasons for the suspension shall immediately be delivered in person to the suspended Firefighter and filed with the director within 120 hours. This statement shall only be delivered to the commission if the Firefighter chooses to appeal to the commission under section 143.052(d). In instances where the Firefighter chooses to appeal to the commission, the written statement will be forwarded to the commission within 120 hours from the time the Firefighter notifies the director in writing of his/her choice to appeal to the commission.

Section 2. Time to Investigate Charges

In the original written statement and charges and in any disciplinary suspension hearing conducted under this Agreement or Chapter 143, the Department head shall have 180 days to investigate and take disciplinary action from the date the Department head discovers an act, provided that the Department head may not complain of or take disciplinary action for an act (not related to criminal activity) that occurred more than one year before the date of disciplinary action.

Section 3. Statutory Override

Section 1 of the article supercedes section 143.052(c) of the Texas Local Government Code requiring a statement to be forwarded to the commission within 120 hours of the suspension. Section 1 also supercedes section 143.052(e) of the Texas Local Government Code only in that, in instances where the Firefighter does not choose to appeal to the commission, the written statement will not be forwarded to the commission. Section 2 of the article shall supercede the first sentence of section 143.052(h) of the Texas Local Government Code. Nothing in this article affects the remainder of section 143.052(h) or affects section 143.056 of the Texas Local Government Code.

ARTICLE 9 COMPENSATION

Section 1. Base Pay Philosophy

It is the desire of the City to recognize that the employees of the City of Denton Fire Department perform their responsibilities at a level that is above the typical metroplex fire agency. As such, it is the desire of the City to maintain a pay philosophy that exceeds the average metroplex pay for fire fighters as reflected in Section 3(a). The parties recognize the financial limitations facing the City due to this challenging economic period. Sections 3(c)-(d) of this article reflect the parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

Section 2. Comparator Cities

Arlington, Carrollton, Dallas, Fort Worth, Frisco, Garland, Irving, Lewisville, McKinney, Mesquite, Plano and Richardson shall continue to be used as comparator cities for the salary survey to be conducted each year of this contract. The City and Association shall convene a Labor/Management Pay Subcommittee to perform a survey in May 2010 and May 2011 upon which consideration for the proposed base salary adjustments for the following fiscal years shall be calculated. Based on the survey information of the comparator cities, the average of base pay for minimums and maximums for each rank shall be calculated and proposed for approval as a part of the budget process. Proposed increases may be limited to the average base pay percentage increase for non-civil service City employees approved by the City Council in the annual budget.

Section 3. Compensation Proposal Calculation

(a) Compensation for the ranks of Fire Fighter, Fire Driver, Fire Captain, and Fire Battalion Chief shall be proposed on the basis of the following calculations:

The recommended base pay scale shall continue to be calculated by the salary survey conducted May 2010 and 2011, utilizing the average minimum and maximum base salary for each rank of the 12 comparator cities as specified in this contract, plus five percent (5%). The recommendation will propose that the minimum and maximum base pay for each rank, will receive an increase (should an increase be required) to match the survey average plus five percent (5%). The steps between the minimum and maximum steps will be recalculated to maintain equal separation between any new minimum and maximum steps.

(b) The salary subcommittee shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above compared to the cost to pay Firefighters the same percentage increase as non-civil service employees.

(c) Increases recommended in subsection 3(a) may be limited to the average base pay increase budgeted for non-civil service City employees. Should the City Council approve a budget that does not include base pay increases for non-civil service employees, the ranks of Fire Fighter, Fire Driver, Fire Captain, and Fire Battalion Chief shall not receive any base pay increase regardless of the calculated amount necessary to reach minimum and maximum rates plus 5%.

(d) Should the City Council approve a budget that includes lump sum pay increases instead of an increase to base pay to non-civil service City employees, the ranks of Fire Fighter, Fire Driver, Fire Captain, and Fire Battalion Chief will receive a lump sum payment instead of an increase for non-civil service employees.

Section 4. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in section 3 between the first pay period of the fiscal year and the first pay period of April of each fiscal year. 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 the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2008-2009, and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increases recommended under this Article may be reduced accordingly.

ARTICLE 10
PENSION

As of January 1, 2010 and each successive year of the Agreement, the City shall apply the same contribution level, including any increase or decrease, toward the Firemen's Retirement and Relief Fund to match the City's actual contribution rate to the Texas Municipal Retirement System for that calendar year.

During the term of this Agreement, the City may commission a study by an actuarial firm to evaluate the Firemen's Retirement and Relief Fund and the Texas Municipal Retirement System when compared to each other. The City may proceed with the study once the Firemen's Retirement and Relief Fund completes its next actuarial study.

ARTICLE 11
DEFERRED COMPENSATION PLAN

Section 1. Optional Retirement Program

The City will continue to make available the IAFF Financial Corporation 457 Plan (“IAFF Plan”) as one of the options that a civil service employee in the Department may elect.

A civil service employee in the Department electing to participate in the IAFF Plan assumes full responsibility for tax or penalty provisions as applicable under federal, state or local law.

ARTICLE 12
ASSOCIATION BUSINESS LEAVE

Section 1. Association Business Leave

Authorized Association Representatives who are on duty shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this article provided that the ABL does not impact the mission of Department including operations, staffing, training or other scheduled Department functions.

Section 2. Permitted Uses of ABL

ABL may be used for activities that directly support the mission of the Department or the Association, or are deemed mutually beneficial to both the Department and Association, but do not otherwise violate the specific terms of this article. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, state, or national level.

The Department head will make reasonable scheduling adjustments and accommodations pursuant to ABL requests to allow authorized Association Representative to participate on behalf of the Association to attend scheduled Meet and Confer negotiating sessions, sub-committee meetings, and joint Labor/Management Committee sessions between the Association and the City.

The Association President or his/her designee may be granted reasonable time off pursuant to an ABL request during working hours to investigate and process grievances, to attend Civil Service, Arbitration, or Court Hearings and to represent Association employees in disciplinary action provided that the President or his/her designee shall request permission from his Battalion Chief. Whenever possible, notification is to be made prior to or at the beginning of a shift.

The officers of the Association may be granted ABL for membership meetings of the Association that take place when such officers are scheduled to be on duty. This leave with pay shall be limited to one (1) meeting per month not to exceed two (2) hours per meeting.

ABL may be granted up to two (2) Association representatives to attend the TSAFF or IAFF convention, TSAFF Leadership Conference, TSAFF Service Training Class, IAFF Affiliate Leadership Training Seminar, or the IAFF Human Relations Conference.

The Association shall endeavor to conduct all necessary Association business during the non-working time to the greatest number of Firefighters required for such business to the greatest extent possible.

Section 3. Written Request Required

All requests for ABL must be in writing and submitted at least three (3) days in advance to Fire Administration but requests should be made as soon as possible. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

Section 4. Approval of ABL Requests

The Department head or the Department head's designee will review timely ABL requests to determine approval based on operations, staffing, training or other scheduled Department functions.

**ARTICLE 13
CONTRACT INTERPRETATION
DISPUTE RESOLUTION PROCEDURE**

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this article.

Section 2. Application of Procedure

If the Association has a dispute with the City regarding this Agreement, the Association should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department head or designee.

A Firefighter or newly classified employee under Article 2 in the Department may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Grievance Committee. Each dispute shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and must include, at minimum, the following information:

- (1) a brief statement of the dispute and the facts or events on which it is based;
- (2) the sections(s) of the Agreement alleged to have been violated;
- (3) the remedy or adjustment sought; and
- (4) the bargaining unit member's signature or, if filed by the Association, the signature of the Association Grievance Committee chairman or Association President.

Any claim or dispute by an employee or group of employees under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association within thirty (30) days of the date when the employee knew or reasonably should have known of the claim.

Disputes by the Association, Firefighter, or a newly classified employee under Article 2 shall proceed along the following steps:

Step 1. An aggrieved Firefighter or newly classified employee under Article 2 must initiate a dispute with the Association Grievance Committee within thirty (30) calendar days of the date upon which the Firefighter or newly classified employee knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Grievance Committee within (3) business days of the receipt of the dispute. The Association Grievance Committee shall within their sole discretion determine if a dispute exists. If the Association Grievance Committee determines that no dispute exists, it shall notify the Department head in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the dispute is valid, it shall within fifteen (15) business days after receipt of the dispute, proceed to Step 2 of the procedure.

Step 2. Any dispute found to be valid by the Association Grievance Committee shall be submitted to the Department head within five (5) business days of the Step 1 decision. After receipt of the dispute, the Department head shall within thirty (30) days submit his response in writing to the Association Grievance Committee.

The Department head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

Step 3. If the dispute is not resolved in Step 2, the Association Grievance Committee may advance the dispute in writing to the City Manager or designee within ten (10) business days from receipt of the Step 2 decision by the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the dispute. The City Manager or designee may, at his or her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in either Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within ten (10) business days. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Denton.

Step 5. If the dispute is not resolved at Step 4, the Association shall have ten (10) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association must deliver a letter indicating its selection for arbitration to the Department head.

Section 3. Arbitration Option

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties except from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, within seven (7) calendar days, the Department head and/or City and the Association shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The Association shall strike the first name under this article with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The panel list is attached as Exhibit "A" to this Agreement. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his replacement from a mutually accepted list of three arbitrators. In the event the parties cannot mutually agree to a replacement, the remaining members of the panel will continue to serve for the duration of the Agreement.

The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement.

The hearing shall be held in available facilities of the City of Denton and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association.

The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as

expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contract to existing law.

Section 5. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

Section 6. Grievances of Non-Association Members

Grievances of Non-Association members must follow the same procedure outlined by this article. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary grievances shall follow procedure as outlined in chapter 143 of Local government Code. Notwithstanding the above any non-Association member may unilaterally utilize the appeal procedures for disciplinary actions as provided under such Chapter 143.

ARTICLE 14
TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2009, and shall remain in full force and effect through September 30, 2012, and may be mutually extended by both Parties.

ARTICLE 15
SAVINGS CLAUSE, PREEMPTION PROVISION, AND COMPLETE
AGREEMENT CLAUSE

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 agree on a substitute provision. However, 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. This deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2. Preemption Provision

The provisions of this Agreement shall supercede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Denton, Texas; and Local Rules and Regulations of the Firefighter's Civil Service Commission for the City of Denton, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superceding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement. However, to the extent it may be shown to be necessary to go outside the four corners of the Agreement, the Negotiation History Document drafted by the Pay Subcommittee may be utilized to show the intent of the Parties.

SIGNATURE & EXECUTION PAGE

**THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED,
REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED
BELOW:**

THE CITY OF DENTON, TEXAS

(Approved by Denton City Council on ____ of _____, 2009)

By: _____ Dated: _____
GEORGE C. CAMPBELL
CITY MANAGER

By: _____ Dated: _____
JENNIFER WALTERS
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

ROSS CHADWICK
FIRE CHIEF

JOHN KNIGHT
DEPUTY CITY ATTORNEY

THE DENTON FIRE FIGHTERS ASSOCIATION, LOCAL 1291

(Ratified by DFFA Membership on ___ of _____, 2009).

By: _____
MIKE TUCKER
PRESIDENT

By: _____ Dated: _____
JASON S. BALLARD
SECRETARY

EXHIBIT A

PANEL OF ARBITRATORS

Norman Bennett
Otis King
Francis Quinn
Bill Detwiler
Donald Goodman
John Barnard

EXHIBIT B

Eligibility to take the Denton Fire Department Promotional Examination for Fire Driver Classification

1. In order to be eligible to take the promotional examination for the Denton Fire Department Driver classification, a candidate must have accomplished the following:
 - a) Serve three years in the Denton Fire Department classification of Fire Fighter.
 - b) Successfully complete the Denton Fire Department Driver School at least once. The Driver School shall be conducted at least every two years.
 - c) Hold current certification by the Texas Commission on Fire Protection as a Driver/Operator.
 - d) Hold current certification by the Texas Department of State Health Services as a Paramedic.
 - e) Successful completion of an annual Driver Skills Test.

2. The Denton Fire Department Driver Skills Test is a Pass/Fail check off sheet to help determine the operational competence of a promotional candidate.
 - a) The Driver Skills Test remains in effect for twelve months from successful completion.
 - b) Successful completion of the Denton Fire Department Driver School includes a Driver Skills Test.
 - c) The Driver Skills Test may be administered by Station Captains or officers in the Training division.