

RESOLUTION NO. 4136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING A MEET AND CONFER AGREEMENT BETWEEN THE DENISON FIREFIGHTERS' ASSOCIATION AND THE CITY OF DENISON AND PROVIDING AN EFFECTIVE DATE.

WHEREAS on September 26, 2022, the City of Denison determined that the City should participate in Meet and Confer negotiations with the Denison Firefighters Association under Chapter 142, Subchapter C, of the Texas Local Government Code, and;

WHEREAS the City Manager or his designee was authorized to act as the City's representative and participate in negotiations; and

WHEREAS the parties have reached an agreement which the City Council has determined to be in the interests of the City to ensure the efficient operation of the Fire Department.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS:

Section 1. **Findings.** The foregoing recitals are hereby found to be true and correct and are fully incorporated into the body of this Resolution.

Section 2. **Adoption of Meet and Confer Agreement.** The Denison City Council hereby approves the Meet and Confer Agreement with the Denison Firefighters' Association attached hereto as **Exhibit "A"** and authorizes the city manager to execute the agreement on behalf of the city.

Section 3. **Severability.** If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Denison, Texas, in adopting this Resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any portion or provision.

Section 4. **Savings/Repealing Clause.** All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

Section 5. **Open Meetings.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 6. **Effective Date.** This Resolution shall be effective immediately upon its adoption.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Courtright, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council

of the City of Denison, Texas, on this the 7th day of August, 2023.

Ayes: Hander, Courtright, Thorne, Gott, Massey, Crawley and Thomas

Nays:

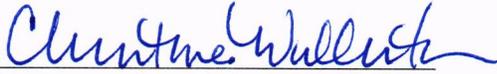
Abstentions:

ADOPTED this 7th day of August 2023.



JANET GOTT, Mayor

ATTEST:



Christine Wallentine, City Clerk



EXHIBIT "A"

Meet and Confer Agreement

**Meet and Confer Agreement Between the City of Denison And
Denison Professional Firefighters Association, IAFF Local 069**

Fiscal Year 2023-2024

ARTICLE 1

Authority and Recognition

The City of Denison, Texas (hereinafter "the City"), and the Denison Professional Fire Fighters Association Local No. 069, International Association of Fire Fighters (hereinafter "the Association") have voluntarily met and reached an agreement on the conditions set forth in this Agreement pursuant to the provisions of the Texas Local Government Code, Chapter 142, et seq., Subchapter C.

Unless changed as prescribed in section 142.106, Texas Local Government Code, the city recognizes the Association as the sole and exclusive bargaining agent for the covered Fire Department Fire Fighters described in the petition for recognition, excluding the Fire Chief and excluding the employees exempt under Chapter 143 of the Texas Local government Code and the petition.

In consideration of this authority, the Association agrees to act impartially and without discrimination on behalf of all affected firefighters, irrespective of their membership status in the Association.

ARTICLE 2

Definitions

1. "Agreement" means the Meet and Confer Agreement entered between the Association and the City.
2. "Association" means the Denison Professional Fire Fighters Association, IAFF Local 069, its elected leaders and its collective membership.
3. "City" means the City of Denison, its Mayor, City Council members, City Manager, Fire Chief and those persons designated by the City to manage the City and its Fire Department.
4. "Department" or "Fire Department" means the Denison Fire Rescue.
5. "Department Head" or "Fire Chief" means the Fire Chief of the Denison Fire Rescue, designee, interim, or an acting Chief of the Denison Fire Rescue.
6. "Firefighter" means a member of the Denison Fire Rescue 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.
7. "Local Rule" means the local Rules and Regulations of the Denison Fire Fighters' and Police Officers' Civil Service Commission.
8. "Parties" means the City and the Association.

9. "Shift" represents the working day of a firefighter, divided into two 12 (twelve) hour segments.

ARTICLE 3

Meet and Confer Schedule

The City of Denison and the Association agree to begin the "Meet and Confer" process for future Agreement in September 2024, subject to all other provisions having been effectuated by the Association to begin such process in accordance with state law. It is expected that the parties will confer as to a mutually convenient meeting time.

ARTICLE 4

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 of a specified provision of this Agreement shall be subject to this dispute resolution procedure. Other matters involving the application or alleged violation of a specified provision may be brought under this provision.

Section 2. Application of Procedure.

If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative. The Association's representative shall be its president. The City's representative shall be its City Manager or City Manager's designee. If after thirty (30) days the representatives have not been successful in resolving the issue informally, the matter may proceed to mediation.

Section 3. Mediation.

If the dispute is not settled pursuant to the process outlined in Section 2 of this Article, and the Party still wishes to pursue resolution, such Party shall, within fifteen (15) business days from the conclusion of the process outlined in Section 2, request such matter to be mediated by submitting such request in writing to the other Party's representative. The cost of mediation is shared equally by the parties.

Section 4. Mutual Extension

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

ARTICLE 5

Eligibility Of Applicants

Section 1. Reappointment after Resignation

Firefighters who voluntarily resign in good standing from Denison Fire Rescue Denison Fire Rescue (DFR) may be reappointed to the department without taking another departmental entrance examination within the two-year period from the date of resignation. Applicants seeking reappointment are otherwise subject to the same application and hiring process as new applicants, including submitting to an updated background check, physical and psychological examination as applicable. Final approval of reappointment shall rest with the Fire Chief.

Section 3. Physical Agility

All applicants remain subject to physical agility requirements as administered by the city.

Article 6

Alternate promotional system

Promotional eligibility

Promotional Applicants for a desired rank shall meet the requirements or credentials for the rank prior to the test date. Only after meeting the requirements for the desired rank, the candidate may be allowed to test for that rank. The requirements for the ranks will be set by the fire chief and can allow for exceptions if approved by the fire chief to ensure a competitive examination. The promotional eligibility requirements will go into effect only after all current members in those ranks have all the required credentials for that rank.

Section 1. General Rule.

Except as specifically modified by this Agreement, the applicable provisions of Texas Local Government Code Chapter 143 will govern promotions.

Section 2. Promotions to Battalion Chief, Captain, and Engineer.

A. Test Components

Promotions to the rank of Battalion Chief, Captain and Engineer will be competitive and based on the following four (4) components:

Battalion Chief

1. Competitive written exam (maximum of 40 points)
2. Assessment Center (maximum of 60 points)
3. Educational points (maximum of 3 points)
4. Seniority points (maximum of 10 points)

Captain

1. Competitive written exam (maximum of 50 points)
2. Assessment Center (maximum of 50 points)
3. Educational points (maximum of 3 points)
4. Seniority points (maximum of 10 points)

Engineer

1. Competitive written exam (maximum of 60 points)
2. Assessment Center (maximum of 40 points)
3. Educational points (maximum of 3 points)
4. Seniority points (maximum of 10 points)

B. Competitive Written Exam

1. Each candidate will be administered a competitive written exam in accordance with the procedures outlined in Texas Local Government Code Chapter 143 and local civil service rules.
2. Candidates must receive a score of 70 or higher to pass the Written Exam and be eligible to continue in the promotion process.
3. If the number of candidates who pass the written exam is equal to or fewer than the number of vacancies, respectively, existing on the date the written exam is administered, candidates will be placed on the promotional eligibility list in rank order based on their written exam scores, educational and seniority points.
4. Appeals concerning the written test will be made in accordance with Texas Local Government Code Chapter 143 and related local civil service rules.

C. Assessment Center

1. Candidates who receive a passing grade on the written exam will be allowed to participate in the Assessment Center.
2. **Design.** The Assessment Center process will be designed and implemented by an independent Promotional Process Consultant ("Contractor") chosen by the Fire Chief after receiving input from the Association. The Contractor chosen may not be a current or former employee of the City of Denison and must have expertise and experience with reference to the design and administration of fire promotion assessment centers.

3. **Validation.** The Contractor must certify that the promotional process, and the Assessment Center process, are valid in accordance with accepted professional standards.
4. **Test Development.** The Contractor, with input from the Fire Chief, will develop performance exercises (normally 3-5) for promotional candidates participating in the Assessment Center. Performance dimensions to be measured may include, but are not limited to: Integrity, Leadership, Judgment, Interpersonal Relations, Communications (oral and written), Initiative, Adaptability, Decisiveness, Problem Solving, and Problem Analysis.
5. **Orientation.** The Contractor will provide candidates an orientation no later than 24 hours before the beginning of the Assessment Center.
6. **Assessors.** The Contractor, with input from the Fire Chief, will select a minimum of three (3) Assessors to conduct the Assessment Centers. The Assessors selected must: (a) be fire fighters certified by the Texas Commission of Fire Protection; (b) employed in Texas Cities with a minimum population of 25,000 at a rank of Battalion Chief, or Captain or higher, respectively; (c) have no relationship with or personal knowledge of any of the applicants taking the Assessment Center; and (d) have no discussion with department personnel about any of the candidates before or during the assessment center process. The Fire Chief shall select a non-participating member who shall be allowed to observe the assessment center process.
7. **Passing Score.** Prior to administration of the Assessment Center, the Contractor, with input from the Fire Chief, will set a passing score for the Assessment Center.

D. Educational & Seniority Points.

1. **Educational Points.** Promotional candidates who pass both the written exam and assessment center will thereafter receive the following educational points based on their education level:

Associate's degree – 1 point

Bachelor's degree – 2 points

Master's degree – 3 points

To receive educational points, the relevant degree must be from an accredited college or university.

2. **Seniority Points.** Promotional candidates who pass both the written exam and assessment center will thereafter receive one (1) seniority point for each year of continuous service in the Department. The maximum number of seniority points available is ten (10).

E. Promotional Eligibility Rankings.

Candidates who have passed both the written exam and assessment center will be placed on the promotional eligibility list in rank order based on their combined test scores, weighted as indicated in Section 1 of this Article, and their educational and seniority points. The Fire Chief will select candidates for promotion from the list in accordance with the selection procedures outlined in Texas Local Government Code Chapter 143.

Article 7

Dues Deduction

Section 1. Deduction Request

Subject to Section 3, below, if a Firefighter desires to have his membership dues to the Association deducted by the City from his paycheck, such request shall be submitted in writing on a form provided by the Association with an officer's signature, stating the amount to be deducted. Any increase or decrease in deduction shall require the Firefighter to submit a new form. Members are limited to two (2) changes per year.

Section 2. Submission of Deductions

The dues deducted for Association shall be remitted promptly to the Administrative Office of the Association.

Section 3. Indemnification

THE CITY SHALL NOT DEDUCT DUES UNTIL THE ASSOCIATION PROVIDES A SIGNED DOCUMENT FROM THE PRESIDENT OR LEGALLY AUTHORIZED AGENT OF THE ASSOCIATION AGREEING TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY CLAIMS, DEMANDS, SUITS, OR ANY OTHER FORM OF LIABILITY THAT SHALL ARISE OUT OF OR AS A RESULT OF ANY ACTION TAKEN BY THE CITY FOR PURPOSES OF COMPLYING WITH THIS ARTICLE.

Section 4. Other Deductions

During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Denison Firefighters in employment matters unless such organization is recognized pursuant to the process outlined in Section 142.106, Texas Local Government Code.

Article 8

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 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. To this end, the provisions of this Agreement are severable.

Section 2. Pre-Emption

To the extent that any of the provisions set out in this Agreement differ from Chapter 143 of the Texas Local Government Code, the Agreement supersedes and pre-empts those provisions as permitted by Section 142.118 of the Texas Local Government Code.

Section 3. Amendment Clause

This Agreement may not be changed or altered in any manner except by mutual agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments. 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.

Article 9

Ratification and Approval

This agreement shall become effective upon ratification by the Association and an action indicating approval by the Denison City Council, in accordance with Section 142.114, Texas

Local Government Code. This agreement shall expire September 30th, 2024.

[Signatures on Pages following]

SIGNATURE & EXECUTION PAGE

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

THE CITY OF DENISON, TEXAS

(Approved by Denison City Council on August 7, 2023)

By: _____

Bobby Atteberry

Interim City Manager

Dated: _____

ATTEST:

Christine Wallentine, City Clerk

THE DENISON PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, IAFF LOCAL # 069

(Approved by DPFFA Membership on _____)

By: _____

Printed Name:

Title: President, DSPFFA- IAFF Local# 069

Dated: _____