

MEET AND CONFER AGREEMENT
BETWEEN CITY OF DALLAS
AND THE MEET AND CONFER TEAM
CONSISTING OF
DALLAS BLACK FIRE FIGHTERS ASSOCIATION,
DALLAS HISPANIC FIRE FIGHTERS ASSOCIATION,
DALLAS FIRE FIGHTERS ASSOCIATION,
BLACK POLICE ASSOCIATION OF GREATER DALLAS,
NATIONAL LATINO LAW ENFORCEMENT
ORGANIZATION, AND
DALLAS POLICE ASSOCIATION

EFFECTIVE OCTOBER 1, 2019
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PREAMBLE

The City of Dallas, Texas (“City”) and the Firefighter Employee Groups and the Police Officer Employee Groups (“Meet and Confer Team”), in order to meet and discuss issues of mutual concern, as provided in Texas Local Government Code (“TLGC”) Chapter 147, have reached the following Agreement through the process of Meet and Confer with the objective of fostering effective cooperation between the City and its Firefighters and Police Officers.

The Firefighter Employee Groups and the Police Officer Employee Groups recognize that the Dallas Police and Fire Pension Fund (“Pension”) has faced serious financial challenges that resulted in amendments to article 6243a-1 of Vernon’s Texas Statutes, and the statute requires the City and the Pension to evaluate the pension in order to recommend any necessary statutory changes to the Texas legislature in 2025. The Firefighter Employee Groups and the Police Officer Employee Groups also recognize that there have been continuous efforts by the Texas legislature to affect the City’s ability to seek revenue to fund City services. The parties agree that it is in the best interest of the City, Firefighter Employee Groups, Police Officer Employee Groups, and the residents of the City of Dallas to work together to seek solutions to the Pension issues that are mutually beneficial.

These efforts are non-binding and do not constitute meet and confer negotiations or bargaining. Further, this Preamble does not impair or in any way affect any management rights of the City and does not give the employee associations or the work groups any authority or veto power over the City’s control of its public safety operations.

ARTICLE 1

AUTHORITY AND RECOGNITION

The City recognizes the Meet and Confer Team composed of the Police Officer Employee Groups and the Firefighter Employee Groups requested to be recognized by a majority of all Firefighters and all Police Officers pursuant to Section 147.0031, TLGC, as the sole and exclusive bargaining agent for all covered Firefighters and Police Officers, pursuant to Section 147.0035 of the TLGC, excluding Majors and above in the Police Department and Deputy Chiefs and above in the Fire-Rescue Department by mutual agreement.

ARTICLE 2

DEFINITIONS

“Agreement” refers to this Meet and Confer Agreement and only to this Meet and Confer Agreement, which is an Agreement that has been negotiated between the City of Dallas and the Meet and Confer Team pursuant to Chapter 147 of the TLGC.

“Base pay” means an Officer’s base salary as established in the uniformed police and fire salary schedules, included in this Agreement as Attachment A. Base pay does not include any other pays,

including, but not limited to, education pay, certification pay, assignment pay, or other special pays.

“Business Day” means Monday through Friday during normal business hours of 8:00 o’clock a.m. to 5:00 o’clock p.m. and shall not include weekends, City holidays, or days on which the City is closed, except as otherwise specifically defined in this Agreement.

“Calendar Day” means each day inclusive of weekends and holidays.

“City” means the City of Dallas, Texas.

“City Manager” means the City Manager of the City.

“Civilian City Employee” means a person employed in a non-sworn position and paid a salary or wages by the City, whether under civil service or not, and includes a person on a part-time basis, but does not include an independent contractor or City council member.

“Comparable Cities” means the cities of Allen, Arlington, Austin, Carrollton, Denton, Fort Worth, Frisco, Garland, Grand Prairie, Houston, Irving, Lewisville, McKinney, Mesquite, Plano, Richardson, and San Antonio.

“Department” means the Fire-Rescue Department of the City and/or the Police Department of the City, as applicable.

“Fire Chief” means the head of the Fire-Rescue Department of the City of Dallas, Texas.

“Firefighter” means a firefighter employed by the City of Dallas who is covered by the Dallas Police and Fire Pension System and is classified by the City of Dallas as nonexempt, as defined in Section 147.002(1), of the TLGC not to include a firefighter above the rank of Battalion Chief or Section Chief, or Civilians.

“Firefighter Employee Group” means an organization as defined in Section 147.002(2), Texas Local Government Code.

“Meet and Confer Team” means the Firefighter Employee Group and Police Officer Employee Group who are members of the Meet and Confer Team recognized as the sole and exclusive bargaining agent for all covered Firefighters and Police Officers by the City in Resolution Number 18-1631 adopted by the City Council on November 4, 2018, consisting of the Dallas Black Fire Fighters Association, the Dallas Hispanic Firefighters Association, the Dallas Firefighters Association, the Black Police Association of Greater Dallas, the National Latino Law Enforcement Organization, and the Dallas Police Association.

“Officer” means a Police Officer and/or a Firefighter covered by this Agreement.

“Organization” means each Firefighter Employee Group and each Police Officer Employee Group who is a member of the Meet and Confer Team.

“Party” or “Parties” means the City and the Organizations who are members of the Meet and Confer Team.

“Police Chief” means the head of the Police Department of the City of Dallas, Texas.

“Police Officer” means a sworn police officer employed by the City who is covered by the Dallas Police and Fire Pension System and is classified by the City as nonexempt, as defined in Section 147.002(3) of the TLGC, not including a Police Officer with a rank above that of Captain, a Civilian, or a Municipal Marshal.

“Police Officer Employee Group” means an organization as defined in Section 147.002(4), Texas Local Government Code.

“TLGC” means Texas Local Government Code.

“Uniformed salary schedule(s)” means the uniformed police salary schedule and the uniformed fire salary schedule for Police Officers/Firefighters, as applicable, covered by this Agreement.

ARTICLE 3

OPERATIONAL IMPROVEMENT INITIATIVES

The unique point of view of employee associations provides opportunities for employee groups to provide input to City/departmental management in exploring improvements in service provision. Therefore, the Parties to this Agreement commit to creating two work groups, one from each public safety dimension, meeting every other month, to discuss topics approved by the Police Chief, the Fire Chief, and/or the City Manager that are intended to increase operational efficiency and effectiveness within the provision of public safety services to the residents of Dallas. Officer participants within the proposed groups (including the number of participants and the individuals assigned) must be mutually satisfactory to management and the employee associations. Input and suggestions from the Officer participants will be sought, however, the suggestions are non-binding and do not constitute meet and confer negotiations or bargaining. Further, this Article does not impair or in any way affect any management rights of the City and does not give the employee associations or the work groups any authority or veto power over the City’s control of its public safety operations.

ARTICLE 4

TIME FOR MEET AND CONFER ACTIVITIES

Section 1. Time For Meet and Confer Activities.

- A. In the calendar year in which this Agreement will terminate and after recognition by the City of the Meet and Confer Team for the next negotiation cycle, the City will create in the City’s human resources information system an activity code for Meet and Confer activities.

Representatives of each Police Officer Employee Group and each Firefighter Employee Group (hereinafter referred to as "Organization") who are members of said Meet and Confer Team may use 50 hours of work time for use by the representatives of that Organization for negotiation activities described herein conducted during on duty hours. Hours designated for use for Meet and Confer activities will not carry over beyond the end of the calendar year in which negotiations commence.

- B. Each Organization will inform the City's designated representative and the head of the respective Department or designee of the name of the representative who can utilize this activity code for Meet and Confer purposes. The use of work time will be granted unless such use would interfere with the operational needs of the Department. If the Police Chief or Fire Chief declares an emergency, he or she may order the Organization's representative to report to work for the duration of the emergency.
- C. This work time used for Meet and Confer activities will count as hours worked for the purpose of calculating overtime. Hours will be utilized for the time an Organization's representative spends preparing for, traveling to and from and attending scheduled Meet and Confer negotiating meetings with the City.
- D. Except in the event of a declared emergency or when necessary to complete a call at the end of the workday, an Organization's representative using work time for the purpose of Meet and Confer activities under this Article shall not be required to work such additional hours for the City that would exceed the Department's daily restriction on the total of hours worked and hours worked in secondary employment.

Section 2. Time Off Without Pay.

The City Manager will consider requests for additional time off without pay to attend to other Meet and Confer business.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. Except as provided for by state or federal law or as expressly modified, delegated, or abridged by the provisions of this Agreement, the City shall retain the sole, exclusive, and vested right, prerogative, power and authority to manage the Departments and the workforce in the Departments in all respects, including, but not limited to:

- 1. the right to hire, train, promote, demote, discipline, suspend, discharge, reprimand, assign, reassign, transfer, retain, or layoff employees;
- 2. the right to establish, eliminate, or modify the qualifications and minimum requirements for hiring, training, promotions, transfers, and job assignments and reassignments;
- 3. the right to establish, eliminate, classify, reclassify, or modify the number and types of positions and job classifications;

4. the right to assign and direct the work of Officers, including the scheduling and assignment and reassignment of duties, responsibilities and hours of work;
5. the right to establish, eliminate, or modify the methods, processes, means and personnel by which operations are to be carried out;
6. the right to establish, eliminate, modify, review, and enforce rules and standards governing job performance, personal conduct and appearance, uniforms and equipment, safety, training, education, attendance, discipline, and efficiency;
7. the right to establish, abolish, or modify processes and procedures for investigating and reviewing Officer conduct and complaints, relating to that conduct; and
8. the right to determine the wages, salaries, rates of pay, hours of work, and other terms of employment of the Officers and employees in the Departments.

Section 2. Except as provided for by State or Federal law or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights and prerogatives of management not expressly mentioned or described by this Article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect. If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law.

Section 3. Except as provided herein and excluding any existing agreements, the City agrees that, for the period of three years only from October 1, 2019 through September 30, 2022, it will not enter into a contract with a private entity to perform EMS services that are currently performed by the Dallas Fire-Rescue Department, subject to the following provisions. Nothing in this section precludes the City from entering into a contract with a private entity that provides EMS services for facilities or properties owned or leased by the City, such as the Convention Center and other City owned facilities and properties. Nothing in this section precludes the City from receiving or providing EMS services to or from another public entity under an inter-local agreement.

Section 4. The Parties to this Agreement agree to provide written notice to the other Parties 120 calendar days prior to seeking any changes or modifications to Chapter XVI of the Dallas City Charter during the term of this Agreement.

ARTICLE 6

NO STRIKE, NO LOCK-OUT

Section 1. The City agrees that it will not lock out any Police Officer or Firefighter.

Section 2. The Meet and Confer Team member Organizations agree that neither they, any one of the Organizations, nor any Police Officer or Firefighter will permit, sanction, call, encourage, support, acquiesce or engage in any strike; sit-down; slow-down; speed-up; sick-out; sympathy strike; or any other work stoppage or interference with the operation of the City for any reason.

Section 3. Firefighters and Police Officers of the City may not engage in strikes against the City. A Firefighter or Police Officer who participates in a strike forfeits all civil service rights,

reemployment rights, and any other rights, benefits, or privileges the Firefighter or Police Officer enjoys as a result of employment or prior employment.

Section 4. In this Article, “strike” means failing to report for duty in concerted action with others, willfully being absent from an assigned position, stopping work, abstaining from the full, faithful, and proper performance of the duties of employment, or interfering with the operation of the City. However, this section does not prohibit a Firefighter or Police Officer from conferring with members of the City Council about conditions, compensation, rights, privileges, or obligations of employment.

Section 5. This Agreement may not be construed to interfere with the free speech right, guaranteed by the First Amendment of the United States Constitution, of an individual Firefighter or a Police Officer to endorse or dissent from this Meet and Confer Agreement.

ARTICLE 7

WAGES

Section 1. Pay Philosophy

Subject to the terms of this Article and Agreement, it is the intent of the City to construct a “market-based” pay philosophy to strive to maintain the average pay of the comparable cities identified below for Police Officers and Firefighters while at the same time meeting other financial needs of the City. Striving to maintain a pay structure that is “market-based” and utilizing the data of the comparable cities identified below is intended to improve recruitment and retention of Police Officers and Firefighters.

The Parties recognize that the City Manager must consider many factors when formulating the budget, including but not limited to, the services the City provides, the uniformed and civilian staff required to provide those services, and the effect of revenue caps, state legislative changes, and/or any other revenue shortfalls. The Parties further recognize that, taking these factors into consideration, the City Manager may not be able to recommend or continue full implementation of the “market-based” pay structure at any time or periods of time during the term of this Agreement.

Section 2. Comparable Cities

The “market-based” pay philosophy will be determined by establishing a comparator for the ranks of Police Officer, Fire-Rescue Officer, and Fire Prevention Officer in the police and fire departments, which will be based upon an annual survey of comparable cities as described below. The comparable cities used to determine the comparator will be: Allen, Arlington, Austin, Carrollton, Denton, Fort Worth, Frisco, Garland, Grand Prairie, Houston, Irving, Lewisville, McKinney, Mesquite, Plano, Richardson, and San Antonio (“Comparable Cities”). The City and the Meet and Confer Team shall convene a Pay Subcommittee in January of each year during the term of this Agreement to perform a salary survey of each rank in the police and fire departments, based upon salary information for comparable ranks from the Comparable Cities. The Pay

Subcommittee will be comprised of one representative from each of the employee groups who are members of the Meet and Confer Team and City management as determined by the City Manager. The salary survey shall be completed by March 31 of each year during the term of this Agreement. During the term of this Agreement, comparable ranks are established by the chart attached as Attachment B. Based on the information provided in the salary survey, the City will determine the “market-based” pay for the starting base pay and the top pay for the ranks of Police Officer, Fire-Rescue Officer and Fire Prevention Officer in the Dallas Police Department and the Dallas Fire-Rescue Department. The pay schedule for the “market-based” pay, if implemented, shall go into effect on October 1 of that year, which is the beginning of the City’s fiscal year.

Section 3. Compensation Calculation

Police Officer, Fire-Rescue Officer, and Fire Prevention Officer:

1. The starting base pay for Police Officer, Fire-Rescue Officer, and Fire Prevention Officer shall be determined by calculating the average of (a) and (b) below:
 - a. the average starting base pay for police officer rank or comparable rank of the Comparable Cities, and;
 - b. the average starting base pay for fire-rescue officer rank or comparable rank of the Comparable Cities.
2. The top step pay for Police Officer, Fire-Rescue Officer, and Fire Prevention Officer shall be determined by calculating the average of (a) and (b) below:
 - a. the average top pay for police officer rank or comparable rank of the Comparable Cities, and;
 - b. the average top pay for fire-rescue officer rank or comparable rank of the Comparable Cities.
3. The ranks of Police Officer, Fire-Rescue Officer, and Fire Prevention Officer will have 10 steps each and the rate of pay for the steps between the starting base pay and the top step pay will be calculated to maintain equal separation between the steps.

Fire-Rescue Second Driver (obsolete rank):

1. The starting base pay for Fire-Rescue Second Driver shall be the equivalent of Step 1-9 for the rank of Fire-Rescue Officer.
2. Fire-Rescue Second Driver rank will receive the same percentage increase as the equivalent of Step 1-9 for the rank of Fire-Rescue Officer.

Police Senior Corporal, Fire-Rescue Driver Engineer, and Senior Fire Prevention Officer:

1. The starting base pay for Police Senior Corporal, Fire-Rescue Driver Engineer, and Senior Fire Prevention Officer shall be the equivalent of Step 1-8 for the rank of Police Officer, Fire-Rescue Officer, and Fire Prevention Officer.
2. A Police Officer, Fire-Rescue Officer, or Fire Prevention Officer who promotes to the rank of Police Senior Corporal, Fire-Rescue Driver Engineer, or Senior Fire Prevention Officer will be placed in the lowest step of the rank of Police Senior Corporal, Fire-Rescue Driver Engineer or Senior Fire Prevention Officer that results in a pay increase and shall remain in that step until their tenure in the rank results in a step increase.
3. The ranks of Police Senior Corporal, Fire-Rescue Driver Engineer, and Senior Fire Prevention Officer shall have 5 steps each, and shall receive a 3% increase in pay for each step increase.

Police Sergeant, Fire-Rescue Lieutenant, and Fire Prevention Lieutenant:

1. The starting base pay for Police Sergeant, Fire-Rescue Lieutenant, and Fire Prevention Lieutenant shall be 2.5% higher than the top step of the rank of Police Senior Corporal, Fire-Rescue Driver Engineer, and Senior Fire Prevention Officer.
2. The ranks of Police Sergeant, Fire-Rescue Lieutenant, and Fire Prevention Lieutenant shall have 4 steps each, and shall receive a 2.5% increase in pay for each step increase.

Police Lieutenant, Fire-Rescue Captain, and Fire Prevention Captain:

1. The starting base pay for Police Lieutenant, Fire-Rescue Captain, and Fire Prevention Captain shall be 2.5% higher than the top step of the rank of Police Sergeant, Fire-Rescue Lieutenant, and Fire-Prevention Lieutenant.
2. The ranks of Police Lieutenant, Fire-Rescue Captain, and Fire Prevention Captain shall have 4 steps each, and shall receive a 2.5% increase in pay for each step increase.

Fire-Rescue Battalion Chief, Fire-Rescue Section Chief, and Fire Prevention Section Chief:

1. The starting base pay for Fire-Rescue Battalion Chief, Fire-Rescue Section Chief, and Fire Prevention Section Chief shall be 2.5% higher than the top step of the rank of Police Lieutenant, Fire-Rescue Captain, and Fire Prevention Captain.
2. The ranks of Fire-Rescue Battalion Chief, Fire-Rescue Section Chief, and Fire Prevention Section Chief shall have 4 steps each, and shall receive a 2.5% increase in pay for each step increase.

Police Captain (obsolete rank):

1. The starting base pay for the rank of Police Captain shall be the equivalent of step 5-3 for the rank of Fire-Rescue Battalion Chief, Fire-Rescue Section Chief, and Fire Prevention Section Chief.
2. The rank of Police Captain shall receive the same percentage increase as the equivalent of step 5-3 for the rank of Fire-Rescue Battalion Chief, Fire-Rescue Section Chief, and Fire Prevention Section Chief.

Section 4. Step Placement and Pay Rate

In the first year of this Agreement, an Officer will move to the step that is equal to the Officer's tenure in rank at the time of the Officer's step eligibility date. If the Officer's tenure in rank exceeds the number of steps, the Officer will be placed in the top step for the Officer's rank. No Officer will receive a reduction in pay due to their initial placement in a step.

In the event of any conflict between the pay rate for a step or rank in the pay schedule and the language of a provision of this Article, the pay rate in the pay schedule will control over said conflicting or ambiguous language.

Section 5. Effective Date of Step Pay Adjustments

An Officer's step pay adjustments shall become effective on the first day of the first full uniformed pay period following the Officer's step eligibility date.

Section 6. Funding Obligations

All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. Chapter XI of the City Charter requires the City Manager to recommend a budget to the City Council annually by August 15. This Article is subject to the City Council making appropriations each year to fund the operations of the Dallas Police Department and the Dallas Fire-Rescue Department, and subject to such appropriations being sufficient to adjust the pay schedules for Officers to implement and/or continue the "market-based" pay philosophy described in this Article for each fiscal year of this Agreement.

The annual budget recommended by the City Manager may include funding necessary to implement the "market-based" pay philosophy, if in the judgment of the City Manager, the expense associated with this Article can be paid from current General Fund revenues that are available through property tax, sales tax, franchise fees, and other General Fund revenues that can lawfully be used for this purpose. At no point will General Fund reserves or fund balances be used to fund the pay and other costs and expenses associated with this Article. At no point will the City Manager recommend a budget that has expenses in excess of General Fund revenues for the two years of the upcoming biennial budget in order to pay for the expenses associated with this Article.

If the City Manager's recommended budget varies from the "market-based" pay philosophy, the City Manager and/or the City Manager's designee will notify the Meet and Confer Team of such recommendation at the time the proposed budget is presented to the City Council. Within 5 business days of the notification, the Meet and Confer Team may request to meet with the City Manager and/or the City Manager's designee to discuss the proposed budget. If such request is made, the City Manager and/or the City Manager's designee shall schedule a meeting with the Meet and Confer Team within 5 business days of the request. These efforts are non-binding and do not constitute meet and confer negotiations. Further, these efforts do not impair or in any way affect any management rights of the City and do not give the Meet and Confer Team any authority or veto power over the City's control of its budget or public safety operations. If the City Manager's recommended budget varies from the "market-based" pay philosophy, the City may limit proposed pay increases for Officers to no less than the average base pay percentage increase for Civilian City Employees, if any.

If the City Council adopts a budget requiring a voter-approval (previously called rollback) rate election, and the voters approve the proposed tax rate, any pay increases associated with this Article will be implemented on the first day of the first full uniformed pay period following the uniform election date approving the proposed tax rate. For Officers who become eligible for their step increase between October 1 and the uniform election date, any pay increases will be retroactive to the date their step increase would have otherwise gone into effect. If the voters do not approve the proposed tax rate, the provisions of Section 3 of Article 23 shall apply.

Nothing in this Article precludes or prevents the City from decreasing the total salary, wage, insurance benefit, retirement benefit, or similar benefit of a first responder (as defined by Texas Labor Code section 504.019) to which a first responder employed by the City was entitled in the preceding fiscal year of the City as stated in Section 120 of S.B. 2, 86th Leg., R.S. (Tex. 2019), including implementing a pay reduction for Officers in order to maintain a balanced budget. It is expressly agreed and understood that any limitation imposed on the City by Section 120 of S.B. 2, 86th Leg., R.S. (Tex. 2019) is preempted under the provision of Article 22 of this Agreement.

Section 7. Scope of Pay

This Agreement does not provide for any pay steps or salary increases in any years other than in FY 2019-2020, FY 2020-2021, and FY 2021-2022. No further pay steps or salary increases after September 30, 2022 are provided for in this Agreement.

Nothing in this Article precludes the City from developing and implementing retention incentive program(s) or limits the City's retained management rights.

ARTICLE 8

EDUCATION, CERTIFICATION, ASSIGNMENT, AND OTHER SPECIAL PAYS

Section 1. Education Incentive Pay:

During the term of this Agreement, Education Incentive Pay will be provided as follows:

	Pay Rate			
	0 - 45 hours	45 hours or more	Max w/o Bachelors	Bachelor's Degree
	\$0	Every <u>additional</u> 3 hours credit above 45 hours - \$12 per month	\$240 per month	\$300 per month

Only college hours with a passing grade from a duly accredited university or college approved by the City of Dallas Civil Service Department prior to enrollment are eligible for Education Incentive Pay.

Education Incentive Pay is limited to a maximum of \$300 per month, regardless of the number of degrees or college credit hours earned by an Officer.

Education Incentive Pay changes become effective on the semester closing date. If the transcript does not have a semester closing date, any original catalog or other document from the institution that indicates a semester closing date will suffice.

To be paid as of the semester closing date, transcripts must be submitted to the Human Resources Department, at City Hall, within thirty (30) days of semester completion. If transcripts are not received by the City's Human Resources Department within 30 days of semester completion, regardless of the reason the transcripts are not submitted, Education Incentive Pay becomes effective the date the transcript was received by the City's Human Resources Department and no retroactive Education Incentive Pay for dates before receipt of the transcripts will be allowed.

Section 2. Certification Pay:

During the term of this Agreement, Certification Pay will be provided as follows:

In FY 2019-2020, Officers' state certification pay will be adjusted to the rates below on the same date as their pay step increase goes into effect.

Effective the first day of the first full uniformed pay period after October 1, 2019, monthly pay rates for Certification Pay (Texas Commission on Law Enforcement and Texas Commission on Fire Protection) will be adjusted as follows:

	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
Police and Fire Current	\$200/month	\$400/month	\$600/month
Police and Fire New	\$50/month	\$400/month	\$600/month

Officers only receive pay for one certification based on the highest certification level on record with the relevant certifying agency.

Firefighters may only receive two (2) certification or assignment pays at one time, one of which shall be the Texas Commission on Fire Protection certification pay.

The monthly pay rate for the various levels of certification pay will only be changed two times per fiscal year. Pay rate changes will go into effect on the first day of the first full uniformed pay period after January 1st and June 1st of each fiscal year.

The Dallas Police Department and the Dallas Fire-Rescue Department staff will download certification information from the Texas Commission on Law Enforcement and the Texas Commission on Fire Protection websites. These reports will be run the first Fridays in December and May of each fiscal year for pay changes going into effect in January and June.

Officers seeking increased pay due to certification upgrades must ensure the certifying agencies accurately reflect their certification level by the time the information is downloaded by the Dallas Police Department and the Dallas Fire-Rescue Department in December and May of each year. The information from the certifying agencies' websites is the final determination of certification pay levels. It is the Officers' responsibility to ensure the information on the certifying agencies' websites is correct, and the City is not accountable for any errors or delays in recording certification information by the respective commissions.

Nothing in this section is intended to reduce the combination of base pay and certification pay for an Officer. If the decrease in certification pay as described above results in a decrease in the Officer's combination of base pay and certification pay, the Officer's combination of base pay and certification pay will not be reduced as a result of changes made to this section.

Section 3. Assignment Pay and Other Special Pays:

<u>Type of Pay</u>	<u>Rank or Years of Service (if applicable)</u>	<u>Rate of Pay</u>
<i>Dallas Fire-Rescue Department</i>		
Language Skills Assignment Pay	N/A	To be paid in accordance with Administrative Directive 3-37
Arson Investigator Assignment Pay ¹	N/A	\$175 per month
Fire Instructor Assignment Pay ²	N/A	\$175 per month
Paramedic Certification Pay ³	N/A	\$75 per month

¹ Applicable only when assigned as Arson Investigator by the Fire Chief.

² Applicable only when assigned as Fire Instructor by the Fire Chief.

³ Applicable to selected positions in the Fire-Rescue Department as determined by the Fire Chief. (Certification pay is included in assignment pay for regular paramedic assignments.)

Special Operations Assignment Pay ⁴	Lieutenant and below	\$150 per month
	Captain and above	\$350 per month
EMS Assignment Pay ⁵	Initial certification – 4 years	\$200 per month
	4 years & 1 day – 6 years	\$250 per month
	6 years & 1 day – 8 years	\$275 per month
	8 years & 1 day – 11 years	\$300 per month
	11 years & 1 day – 14 years	\$350 per month
	14 years & 1 day +	\$400 per month
Longevity Pay	All ranks covered by this Agreement	\$4 per month for each year of service completed, with a maximum of \$100 per month for 25 years of service
<i>Dallas Police Department</i>		
Language Skills Assignment Pay	N/A	To be paid in accordance with Administrative Directive 3-37
Detective Assignment Pay ⁶	Senior Corporal	\$100 per month
Field Training Officer Pay ⁷	Senior Corporal	\$100 per month
Narcotics Hazardous Material Interdiction Team Assignment Pay ⁸	Sergeant and below	\$100 per month
Patrol Duty Assignment Pay ⁹	Police Officer 6 years service	\$100 per month
	Police Officer 8 years service	\$125 per month

⁴ Applicable only when assigned to stations designated by the Fire Chief for the following assignments: Aircraft Rescue (ARFF), Hazardous Material Response Team (HAZMAT), Urban Search and Rescue (USAR); Swift Water; or an additional specialty team specifically designated by the Fire Chief to receive special operations assignment pay.

⁵ Applicable only when assigned to an ambulance rotation and other select EMS positions as designated by the Fire Chief.

⁶ Applicable only when assigned to investigative duties as a detective.

⁷ Applicable only when assigned as a primary field training officer (including and in addition to the 0.6 hours of overtime pay for training and 1.0 hours of overtime pay to complete the DOR and End of Phase Evaluation Report).

⁸ Applicable to selected positions in the Narcotics Division (Clandestine Lab Squad) as determined by the Police Chief and approved by the Director of Human Resources.

⁹ Paid for assignment to the Patrol, Traffic, Special Operations Divisions, and the Gang Unit.

	Police Officer 10 years service	\$150 per month
Longevity Pay	All ranks covered by this Agreement	\$4 per month for each year of service completed, with a maximum of \$100 per month for 25 years of service
Shift Assignment Pay	All ranks covered by this Agreement	3.5% for Officers assigned to a shift where at least half of the shift is between the hours of 6:00 p.m. and 6:00 a.m.; or 6.5% for Officers assigned to First Watch

ARTICLE 9

DALLAS POLICE OFFICER CALL BACK

The Dallas Police Department's Police Officer call back procedures require assigned Police Officers to be available by phone during the Police Officer's off-duty hours. The Police Officer is considered "on-call" and must duly respond to any such business-related calls by adhering to the Police Officer call back procedures.

Under this Agreement, if a Police Officer is called during call back hours for police-related business questions, while ordinarily off duty, he/she will be compensated with either overtime or compensatory time for the amount of time of the phone call.

If a Police Officer is called between the hours of 10:00 p.m. – 6:00 a.m. and the circumstances do not require the Police Officer to report to duty for any reason such as investigation, arrest, interview, interrogation, etc. but can be handled during the course of the call over the phone, the Police Officer will be compensated a minimum of 0.5 hours of either overtime or compensatory time.

If any phone call during call back hours takes longer than 0.5 hours to complete, the Police Officer will be compensated for the amount of time it takes to conclude the duties of an on-call Police Officer.

If a Police Officer is called into work during the call back hours, the Police Officer will be compensated from the time that the phone call begins to the time when the task is completed plus 0.5 hours for travel time to the Police Officer's residence.

ARTICLE 10

COMPENSATORY TIME

Section 1. Compensatory Time in General.

As permitted by the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207(o) and the Personnel Rules of the City, eligible Firefighters and Police Officers as defined in Article 2 of this Agreement may voluntarily elect to receive compensatory time in lieu of overtime with departmental approval. Such compensatory time will be at a rate of not less than one and one-half for each hour of employment for which overtime compensation is required by 29 U.S.C. 207. This Section does not apply to Firefighters assigned to the Emergency Response Bureau working 2808 regularly scheduled hours per year.

Section 2. Miscellaneous Provisions.

Firefighters' and Police Officers' requests to use accrued compensatory time are subject to the units' estimated manpower needs and may be scheduled from time to time, depending on manpower needs, within a reasonable period of time of their request, if the use does not unduly disrupt the operations of the Department.

ARTICLE 11

PHASE DOWN

The purpose of the Phase Down Program ("PDP" or "Phase Down") is two-fold. First, it provides Officers with the opportunity to receive payment of leave balances over time rather than in one lump sum payment. Secondly, Phase Down gives the City advance notice of an Officer's decision to terminate employment, which will afford the City the opportunity to better provide for future public safety staffing needs. Phase Down does not affect, in any manner, other City policies except as noted in this Article. Chapter 34 of the Dallas City Code imposes certain limitations on the amount of leave that is available to be paid to employees, based on the employee's position and hire date. All of these provisions continue to apply to all Officers who do not participate in Phase Down.

Section 1. Definitions.

For purposes of this Article, the following definitions will apply in addition to the general definitions under Article 2 of this Agreement:

“2808 Firefighter” means a Firefighter employed in the Emergency Operations Bureau of the Fire-Rescue Department of the City whose work schedule and pay is based on 2808 paid hours annually on the date he or she enrolls in the PDP.

“Eligible Leave Time” means vacation leave, attendance incentive leave, compensatory leave, and for Officers who are eligible to retire or have at least 20 years of service, sick leave, up to a maximum of 1,080 hours for 2808 Firefighters or up to a maximum of 720 hours for all other Firefighters and Police Officers whose work schedules and pay is based on 2080 paid hours annually.

“Final Hourly Rate” means the Officer’s total pay including the applicable base pay on the uniformed police and uniformed fire salary schedule and all special pay items for that Officer at the time the Officer enrolls in the PDP.

“Thirty (30) Day Notification Period” means a required advance notice of thirty (30) calendar days, made by the employee to the employee’s respective departmental personnel/HR division, that advises the Department of the employee’s intent to enter into the Phase Down Program and of the date the Officer plans to terminate employment and begin receiving PDP payments. The period is used for the Department’s personnel/HR division to determine the employee’s eligibility to participate in the program.

Section 2. Eligibility.

Upon retirement, Officers that have completed 20 or more years of service with the Dallas Police Department or the Dallas Fire-Rescue Department will be eligible to participate in Phase Down. Notwithstanding the previous sentence, if an Officer’s employment is terminated for cause, he or she will not be eligible to participate in Phase Down.

Section 3. Terms and Conditions of Phase Down.

All Officers who elect to participate in Phase Down must enroll as indicated in the “Enrollment” section of this Article and agree to the following terms and conditions:

1. An Officer becomes enrolled in Phase Down when the Officer completes, signs, and submits the enrollment form. The Officer shall have 10 calendar days from the Officer’s submission of the enrollment form to withdraw from enrollment in Phase Down. After 10 calendar days from submission of the Phase Down enrollment form, the Officer’s enrollment in Phase Down becomes IRREVOCABLE.
2. Once an Officer submits an enrollment form to participate in Phase Down and it is accepted by the City, the Officer agrees that he/she will not request or apply for any positions that involve providing paid services to the City.

3. Each Officer who enrolls in Phase Down agrees to terminate employment with the City on the date specified in the Officer's enrollment form, as submitted to the PDP.
4. Each Officer agrees that once employment is terminated in accordance with PDP enrollment, the Officer will no longer be employed by the City in any capacity and will not have any rights related to employment with the City, except as outlined in this Article.
5. Once an Officer terminates employment, as agreed under the PDP, the Officer:
 - a. Will not accrue any leave time (including, but not limited to sick leave, vacation leave, attendance incentive leave, or compensatory leave) in any form.
 - b. Will not be paid for any City holidays.
 - c. Will not be eligible for workers' compensation.
 - d. Will no longer be an active member of any pension plan sponsored by the City for purposes of accruing additional service, compensation, or contribution credits under such plan, effective on the retirement or termination date specified in the Officer's enrollment form.
 - e. Will not hold himself or herself out to be an Officer or, in any other capacity, a representative of the Department or City.
6. Except Firefighters who work a schedule of 2808 hours per year ("2808 Firefighter(s)"), each Officer will decide to participate either at the 40-hour level or the 80-hour level at the time of enrollment. Each 2808 Firefighter, however, will decide to participate either at the 54-hour level or the 108-hour level at the time of enrollment. Each Officer's total amount of Eligible Leave Time will be credited one-tenth of the participation level on each of ten workdays (including holidays which are unpaid for Officers participating in Phase Down) during the pay period. Officers' Eligible Leave Time will be paid in each successive pay period until their Eligible Leave Time is fully paid. Officers will not have the option to stop and start payments or change the level of participation once their application has been approved.
 - a. Participation at the 80-hour Level: Hours will be credited to the PDP at the rate of eight hours on each of ten workdays (including holidays which are unpaid for Officers participating in Phase Down) during the pay period while the Officer is receiving PDP payments.
 - b. Participation at the 40-hour Level: Hours will be credited to the PDP at the rate of four hours on each of ten workdays (including holidays which are unpaid for Officers participating in Phase Down) during the pay period while the Officer is receiving PDP payments.

- c. Participation at the 108-hour Level: Hours will be credited to the PDP at the rate of 10.8 hours on each of ten workdays (including holidays which are unpaid for Officers participating in Phase Down) during the pay period while the 2808 Firefighter is receiving PDP payments.
 - d. Participation at the 54-hour Level: Hours will be credited to the PDP at the rate of 5.4 hours on each of ten workdays (including holidays which are unpaid for officers participating in Phase Down) weekday during the pay period while the 2808 Firefighter is receiving PDP payments.
- 7. Except 2808 Firefighters, each Officer shall receive payment equal to the Officer's Final Hourly Rate multiplied by either 40 or 80 hours (depending on the Officer's election at the time of enrollment in the PDP) for each two-week pay period. 2808 Firefighters shall receive payment equal to the 2808 Firefighter's Final Hourly Rate multiplied by either 54 or 108 hours (depending on the 2808 Firefighter's election at the time of enrollment in the PDP) for each two-week pay period.
 - 8. When an Officer's hours of Eligible Leave Time balances are reduced below the level selected for the two-week pay period, the Officer will terminate participation in the PDP on the first day for which there are no hours available to be paid.
 - 9. While participating in the PDP, Officers will be eligible to purchase healthcare benefits from the City at the same rates and at the same level of coverage as active employees of the City including any tobacco surcharges or premium reductions for attainment of wellness points (or activities), if available for active employees.
 - 10. To continue healthcare benefits coverage after the Phase Down period has ended, the Officer must inform the City on the enrollment form of their intention to continue in the retiree health plan after the Phase Down period is complete and all Eligible Leave Balances have been paid. Officers who do not select the option to continue in retiree coverage on the enrollment form will not be allowed to opt in later. Retiree rates will apply for Officers hired or rehired prior to January 1, 2010. Officers hired or rehired on or after January 1, 2010 who retire from the City may participate in the retiree health benefit program, but the cost of continued health benefits coverage must be paid entirely by the person and no subsidy will be provided by the City for the coverage.
 - 11. If an Officer dies while participating in Phase Down, any outstanding balances that would have been paid to the Officer during the remaining pay periods of the Officer's participation will be paid to a beneficiary(ies) designated on the PDP enrollment form. If no beneficiary is designated on the PDP enrollment form, the remaining amounts will be paid to the Officer's estate.

Section 4. Enrollment.

If an Officer desires to enroll in the PDP, the Officer shall:

1. Complete, date, sign, and submit an enrollment form.
2. The Officer shall state and affirm the following on the enrollment form:
 - a. The date the Officer plans to terminate employment and begin receiving PDP payments. The date must be at least 30 calendar days after the date the Officer signs and submits the PDP enrollment form.
 - b. The Officer has read and understands all the terms and conditions of the PDP included in this Article.
 - c. The Officer agrees to update the City on any changes to the Officer's name, address, or phone number provided on the enrollment form.
 - d. The Officer understands that he/she shall have 10 calendar days from the Officer's submission of the enrollment form to withdraw from enrollment in Phase Down. After 10 calendar days from submission of the Phase Down enrollment form, the Officer's enrollment in Phase Down becomes IRREVOCABLE.
3. An Officer who is within the (30) Day Notification Period and who becomes the subject of an administrative or criminal complaint may, at the Officer's request, have the notification period deferred until the final disposition and adjudication of the complaint. Once the disposition or adjudication of the complaint is completed, the Officer shall have the (30) Day Notification Period reinstated to commence from the date of the adjudication or final disposition of the complaint through the remaining number of days for the required (30) day period, prior to entering the Phase Down Program.
4. The Officer agrees not to perform any paid services for the City at any time in the future after the date of termination specified on the enrollment form. Nothing herein prohibits a Police Officer from serving as a police reserve officer during Phase Down.

ARTICLE 12

TRAINEE FIRE-RESCUE OFFICERS AND TRAINEE FIRE PREVENTION OFFICERS

All Trainee Fire-Rescue Officers ("TFROs") shall complete fire recruit training and become certified by the Texas Commission on Fire Protection as Structural Firefighters and by the State of Texas as Emergency Medical Technicians. The Dallas Fire-Rescue Department, in its discretion, may schedule TFROs to attend Paramedic School immediately following the TFRO's

successful completion of fire recruit training as part of the TFRO's required training. TFROs scheduled to immediately attend paramedic school shall maintain the rank of TFRO through successful completion of paramedic school. Upon successful completion of paramedic school and obtaining their paramedic certification, TFROs will become Probationary Fire-Rescue Officers ("PFROs") and will be assigned to the Emergency Response Bureau for a six-month evaluation period. If the PFRO successfully completes field training, the PFRO will be promoted to the rank of Fire-Rescue Officer ("FRO")

TFROs who are not immediately scheduled to attend paramedic school shall start their probationary period and be assigned to the Emergency Response Bureau for a six-month field training evaluation period as PFROs. If the PFRO successfully completes field training, the PFRO will be promoted to the rank of FRO. FROs who did not attend paramedic school immediately following successful completion of fire recruit training will attend paramedic school at the Dallas Fire-Rescue Department's discretion.

All FROs will be required to pass paramedic school and maintain their paramedic certification as a condition of continued employment with the Dallas Fire-Rescue Department.

When the Trainee Fire Prevention Officers ("TFPOs") have completed their inspection recruit training and are certified by the Texas Commission on Fire Protection ("TCFP") as an Inspector I, Inspector II, and Plans Examiner, they will become Probationary Fire Prevention Officers ("PFPOs"). PFPOs will be assigned to an Inspection and Life Safety Education field group for a six-month evaluation period. PFPOs who successfully complete the PFPO training will be promoted to the rank of Fire Prevention Officer ("FPO"). FPOs will be required to maintain their TCFP Inspector I, II, and Plans Examiner certification as a condition of continued employment with the Dallas Fire-Rescue Department.

ARTICLE 13

EXTRA JOBS FOR CITY PERMITTED SPECIAL EVENTS

This Article applies only to special events permitted under Chapter 42A of the Dallas City Code ("Special Events Ordinance"). Under this Special Events Ordinance, special event permittees that are required to provide security and/or emergency medical services at a special event must hire sworn Dallas Police personnel and sworn Dallas Fire-Rescue personnel. Sworn personnel working special events will do so in an off-duty capacity in compliance with the Dallas Police Department General Orders and Code of Conduct or the Dallas Fire-Rescue Rules and Regulations (whichever applies), except that the Parties agree that certain types of special events regulated under the Special Events Ordinance may be staffed with on-duty sworn personnel, with the approval of the Police Chief, the Fire Chief, or the City Manager. The types of special events where on-duty sworn personnel may be used include, but are not limited to, community-oriented events such as parades; events with a scheduled duration of four hours or less; events with fewer than 1,000 participants/spectators; and/or events that do not involve the consumption or sale of alcohol.

ARTICLE 14

TRADE TIME POLICY

It is the intent of the Parties that this Article be in accordance with section 7(p)(3) of the FLSA and 29 C.F.R. §553.31 of the Code of Federal Regulations.

Section 1. Firefighter Provisions.

The Parties agree to maintain, for the duration of this Agreement, the trade time policy currently in existence in the Dallas Fire-Rescue Department (“DFR”), which allows an employee to work another employee’s shift. Under this arrangement, the substitute employee who is working does not receive pay; rather the employee whose shift is being worked receives the pay.

A substituting Firefighter who performs work in the same capacity as the absent Firefighter may agree, solely at his/her option with the City’s approval, to work for the absent Firefighter with the absent Officer receiving the pay. The substituting Firefighter must work the same capacity and have the ability to perform the duties the absent Firefighter would otherwise regularly perform. The hours worked by the substituting Firefighter will be excluded by the City from the calculation of the hours for which the substituting Firefighter would otherwise be entitled to compensation. If a Firefighter substitutes for another, the absent Firefighter will be credited for the time worked by the substituting Firefighter for the hours the substituting Firefighter worked for the absent Firefighter. The substituting Firefighter must get approval by the absent Firefighter’s supervisor before the substitution occurs. Exceptions to this requirement would necessitate the approval of an Assistant Chief.

Section 2. Police Officer Provisions.

The Parties agree to maintain for the duration of this Agreement, the trade time policy currently in existence in the Dallas Police Department (“DPD”) that will allow an employee to work another employee’s shift. Under this arrangement, the employee whose shift is being worked will receive the pay.

A substituting Officer who performs work in the same capacity as the absent Officer may agree solely at his or her option with the City’s approval, to work for the absent Officer with the absent Officer receiving the pay. The substituting officer must work the same capacity and have the ability to perform the duties the absent Officer would otherwise regularly perform (e.g. patrol officer for patrol officer, detective for detective). The hours worked by the substituting Officer will be excluded by the City from the calculation of the hours for which the substituting Officer would otherwise be entitled to compensation. If an Officer substitutes for another, the absent Officer will be credited as if he or she worked his or her normal work schedules for that shift. The substituting Officer must get approval by the absent Officer’s supervisor before the substitution occurs. Exceptions to this requirement would necessitate the approval of a Bureau Commander.

The maximum number of hours the substituting Officer will be allowed to work, including off-duty jobs, is governed by the number of hours allowed by the off-duty job policy in place at the

time of the substitution. Officers are prohibited from taking leave time in order to work for an absent officer. Officers will still be required to follow all leave time policies in the City's personnel rules and DPD's General Orders.

ARTICLE 15

CATASTROPHIC LEAVE PROGRAM

Section 1. Program Overview.

The Catastrophic Leave Program ("CLP") for both the Dallas Police Department and the Dallas Fire-Rescue Department allows Officers the opportunity to assist fellow Officers by making donations of accrued vacation, attendance incentive leave (AIL), compensatory leave and/or personal sick leave available to Officers in need because of a catastrophic illness or injury.

The Uniform Officers Catastrophic Leave Bank Program guidelines ("Guidelines") have been established to facilitate administration of the program. The Guidelines will continue in effect for the duration of this Agreement except that they shall be revised to the extent they are inconsistent with the provisions below:

Section 2. Eligibility.

Eligibility requirements for the CLP include:

1. The Officer requesting hours from the CLP must be a full time Officer who has completed their academy training;
2. The Officer must submit a proper application established under the Guidelines;
3. The Officer or a qualified family member must be suffering from a catastrophic illness or injury;
4. The Officer must provide a statement from a licensed physician as required by the Guidelines; and
5. The Officer requesting hours from the CLP must meet any other eligibility requirements as set forth by the Guidelines.

Section 3. Family and Medical Leave Act (FMLA) considerations.

This program does not circumvent the application of FMLA nor does it alter or revise any City procedures for application and use of FMLA.

Applications for FMLA must be submitted in accordance with the provisions of Administrative Directive 3-72.

Applications for the CLP must be submitted in accordance with the Guidelines.

The use of the leave hours donated under the CLP will be coordinated with FMLA benefits as set forth by City procedures and guidelines.

Approval or use of catastrophic leave hours shall not provide any additional benefits or entitlements established under federal or state law.

Section 4. Catastrophic Leave Committee.

The review and approval of applications for catastrophic leave donations must be submitted to a Catastrophic Leave Committee comprised of at least one (1) representative from each of the employee groups who are members of the Meet and Confer Team. The Catastrophic Leave Committee will be responsible for reviewing and approving applications for requested catastrophic leave hours as set forth in the Guidelines. The City shall administer the program.

Section 5. Guidelines.

In addition to the provisions set forth in the Guidelines, the following apply:

- The City will match up to 400 hours donated to the Catastrophic Leave Program during the term of this Agreement.
- Only vacation, AIL, compensatory, and personal sick leave hours may be donated.
- The maximum amount of personal sick leave an Officer may contribute is twelve (12) hours per fiscal year.
- A Human Resources Information System (“HRIS”) is expected to be implemented in or about 2020. Once implemented, every effort will be made to program HRIS to allow sick leave donations to the catastrophic leave bank to not count against donating Officers for purposes of determining eligibility for Attendance Incentive Leave. Until such time as the new system is implemented and successfully programmed, donation of sick leave hours to the Catastrophic Leave Bank will be treated as if the sick leave hours were taken by the donating Officer.
- Application for donation of the eligible leave hours will only be accepted during the annual open enrollment period for City benefits each calendar year.
- The minimum amount of accumulated vacation leave time an Officer may contribute is two (2) hours.

- No transfer of monetary value will occur from the donation but only hours as contributed by the donating Officer.
- A contributing Officer's accrued leave balance will be reduced by the number of leave hours donated by that Officer.
- Direct donation to specific Officers is not permissible.
- All donations must be made to the CLP and allocated to eligible Officers according to the Guidelines.
- Donated leave hours allocated by the Catastrophic Leave Committee to an eligible Officer will become part of the Officer's estate in the event of his or her death.
- Allocation of hours from the CLP can be made available only to those Officers who have completely exhausted all accumulated leave time (accrued sick and vacation leave, AIL, compensatory time) and who are not otherwise receiving any related compensable benefits such as disability benefits or workers' compensation benefits.
- The maximum allocation allowed for use by any Officer is four hundred (400) hours per qualifying injury or illness.
- The Catastrophic Leave Committee will render a decision to the applying Officer within timelines established in the Guidelines.
- Provisions for membership and terms of Catastrophic Leave Committee members are set forth in the Guidelines.
- All Catastrophic Leave Committee members must complete HIPAA training in order to serve on the Committee and must execute a confidentiality agreement.

ARTICLE 16

TAKE HOME VEHICLE PROGRAM

Administrative Directive 6-2, Fleet and Equipment Utilization, requires that Police Officers using City vehicles for call back responsibilities who live more than 25 miles from their work address find an alternate storage location on City property for the vehicle rather than taking the vehicle to their home. Under this Agreement, Police Officers who take home vehicles on a rotating basis for call back purposes will be allowed to take the vehicle to their homes if they live within 30 miles of the Central Patrol Division. The 30 miles will be measured using a straight line from the Officer's residence to the Central Patrol Division rather than using mapping software that calculates driving distance. Police Officers who live further than 30 miles from the Central Patrol Division will still be required to find an alternate storage location on City property as outlined by the Administrative Directive.

ARTICLE 17

MAINTENANCE OF CERTAIN PAY AND BENEFITS

Section 1. During the term of this Agreement, as set forth in written City or Departmental rules and procedures as of September 30, 2019, the following programs will remain unchanged except as modified by this Agreement, with the exception of any revisions required by federal, state, or local law:

- Mileage Reimbursement
- Costs of Uniforms
- Costs of Ballistic Vests
- Costs of Reflective Vests
- Costs of Wet Weather Items
- Costs of Cold Weather Items
- Costs of Duty Gear
- Costs of Duty Weapons and Ammunition
- Costs of Personal Protective Equipment
- Costs of SCBA/Face Pieces
- Free parking at work stations (except that Officers will continue to pay parking at City facilities currently requiring payment, including but not limited to Dallas City Hall, the Jack Evans Police Building, Dallas Convention Center)
- Parking Reimbursement
- Costs of Cellular Telephones for Assigned Personnel
- DPD sick leave procedures
- DPD procedures for Police Officers permanently restricted from the performance of patrol functions
- DPD minimum court time procedures outlined in DPD General Orders 206.08(B)(1)(b) and 206.10

Section 2. Except for special circumstances or emergencies as determined by the Police Chief or the Fire Chief (whichever is applicable) (the “Applicable Chief”), the following procedures in effect at the time of execution of this Agreement will remain unchanged for the duration of this Agreement, unless the Applicable Chief sends the president of each Police Officer Employee Group or Firefighter Employee Group (whichever is applicable) (the “Applicable Employee Group”) that is a member of the Meet and Confer Team 14 calendar days’ written notice that he or she intends to implement a new procedure or amend the existing procedures. If the Applicable Chief sends notice to the president of each Applicable Employee Group, any of the Applicable Employee Groups may, within 7 calendar days after receiving the Applicable Chief’s notice, submit a written request to the Applicable Chief to meet and discuss the changes to the procedures listed below with the Applicable Chief. The Applicable Chief shall schedule a meeting within 30 calendar days of the date of the Applicable Chief’s notice, and the final decision to make any revisions shall be within the sole discretion of the Applicable Chief.

DFR Manual of Procedures 322 – Work Location Assignment;

DPD General Orders 407.01 and 407.03; and
DPD General Orders 500.00-515.00.

This Section does not apply to the revisions required to General Orders 500.00-515.00 in order to comply with Dallas City Code Chapter 37, Article III.

Section 3. The City may change any part of the health benefits program including, but not limited to, plan design, coverage, co-pays, deductibles, premiums, out-of-pocket maximums, administrators, and provider networks for Officers to the extent that the same changes are applied to the health benefits programs offered to all other City employees.

Section 4. The protection of the items listed in this Article is the sole purpose of this Article. No other aspects of wages, benefits, or other conditions of employment are protected under this Article.

ARTICLE 18

DUES DEDUCTION

The City agrees to maintain the current dues deduction policy for the Firefighter Employee Groups and Police Officer Employee Groups during the term of this Agreement.

ARTICLE 19

MODIFIED HIRING PROCESS FOR LATERAL ENTRY POLICE OFFICERS ("LEPOs")

The Police Chief shall establish requirements and standards for applicants for lateral hiring from other law enforcement agencies. The requirements may be modified by the Police Chief in conjunction with other applicable City rules and procedures, but shall include at least the following:

1. Each LEPO applicant will be subject to the same hiring process as other applicants who apply with the Department.
2. All LEPO hires will serve the same probationary period as outlined by Department rules and City of Dallas Personnel Rules. The Department will follow the City's process in the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period.
3. Regardless of any rank or position the Officer previously held in another law enforcement agency, a LEPO trainee who successfully completes the modified training academy will be placed in the classification of Police Officer.
4. LEPOs will be hired into the Police Officer rank of the City of Dallas' Uniformed Police Salary Schedule. The LEPO will be placed in the salary schedule as if his or her full years of

service with the previous law enforcement department(s) had been with the Dallas Police Department, up to a maximum of five years.

- a. Only full years of service will be counted when determining the grade/step the LEPO is placed into upon being hired.
 - b. The LEPO's date of appointment used to determine future step pay increases in the Police Officer rank will be the date of hire he or she is hired on the Dallas Police Department, and the appointment dates from other law enforcement agencies will not be considered.
 - i. Eligibility for step pay increases will conform to the policies established for all Dallas Police Department Officers.
 - c. A LEPO's period of service used to determine the pay rate the Officer is placed on the City of Dallas' Uniformed Police Salary Schedule will also be used to determine the Officer's rate of pay for Patrol Pay, if applicable.
 - d. Seniority will be determined based on the LEPO's date of hire with the Dallas Police Department. Only time served as a sworn member of the Dallas Police Department will be used to determine seniority.
5. Only time served as a sworn member of the Dallas Police Department will be used to calculate eligibility for promotional exams.
 6. The Police Chief may suspend or terminate the lateral entry police officer program at any time.

ARTICLE 20

LIMITATIONS AND EXCLUSIONS OF AGREEMENT

Section 1. Notwithstanding any provision in the entirety of this Agreement, neither this Agreement nor any provision of this Agreement makes any statute, ordinance, charter provision or other written rule, order, or policy a contract or a contractual obligation. In particular, notwithstanding any provision in the entirety of this Agreement, nothing in this Agreement grants any rights or imposes any obligations based wholly or partly, or directly or indirectly, on City of Dallas Ordinance No. 16084 (1979) or any resolution implementing the ordinance. Nothing in this Agreement waives the City's governmental immunity from suit or liability in any action asserting a right or claim based wholly or partly, or directly or indirectly, on City of Dallas Ordinance No. 16084 or any resolution implementing the ordinance. Nothing in this Agreement provides any arguments, rights, or claims based wholly or partly, or directly or indirectly, on City Ordinance No. 16084 or any resolution implementing the ordinance. Nothing in this Agreement waives any defenses, rights, or remedies asserted, or that could be asserted, by any defendants in any pending or future litigation based wholly or partly, or directly or indirectly, on City of Dallas Ordinance No. 16084 or any resolution implementing the ordinance. No Article of this Agreement, other than

this Article 20 applies retroactively or otherwise affects any pending or future litigation involving City of Dallas Ordinance No. 16084.

Section 2. Notwithstanding any provision in the entirety of this Agreement, this Agreement is made for the sole benefit of the Parties. No other person or entity shall have any rights or remedies under or by reason of this Agreement, nor shall anything in this Agreement be construed to confer upon any person or entity, whether or not a Party to this Agreement, the rights or remedies of a third-party beneficiary. This Agreement is enforceable only by the Parties to this Agreement and only in the manner provided in section 147.007 of the Texas Local Government Code and by no other provision of federal or state law.

ARTICLE 21

COMPLETE AGREEMENT

The Parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of bargaining for a Meet and Confer Agreement. This Agreement constitutes the full and complete Agreement of the Parties and there are no other terms or agreements, oral or written, except as herein contained. No alteration, amendment or variation of this Agreement's terms shall bind the Parties unless made, executed and voted on by the Parties as required by Chapter 147 of the Texas Local Government Code. A failure of the City or Meet and Confer Team to insist in any one or more instances upon performance of any terms or condition of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Meet and Confer Team to future performance of any such term or condition, and the obligations of the City and the Meet and Confer Team to such future performance shall continue in full force and effect.

ARTICLE 22

SAVINGS CLAUSE

Section 1. Savings Clause.

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 2. Preemption of Statutes and Ordinances.

During the term of this Agreement only, the Parties expressly agree that the provisions of this Agreement shall supersede and preempt the provisions of any statute, or local ordinance that conflicts with any provision of this Agreement, including for example and not by way of limitation, any contrary provisions of Texas Local Government Code Chapters 141, 142, 147 of the Texas Local Government Code and of City of Dallas Ordinance No. 16084 (1979) that may impose,

contain, incorporate, or constitute part of any enforceable obligations on the City. During the term of this Agreement only, the Parties expressly agree that the provisions of this Agreement shall supersede and preempt the provisions of the Texas Property Tax Reform and Transparency Act of 2019 (S.B. 2, 86th Leg., R.S. (Tex. 2019)), including but not limited to Section 120, relating to a governing body's limitation in decreasing the total salary, wage, insurance benefit, retirement benefit, or similar benefit of a first responder (as defined by Texas Labor Code Section 504.19) to which a first responder employed by the City was entitled in the preceding fiscal year of the City as stated in S.B. 2, 86th Leg., R.S. (Tex. 2019). This preemption and supersession provision is authorized by Section 147.011 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision in this Agreement involving or creating a conflict or limitation on the City shall have the effect of preempting and superseding the statutory standard or result that would otherwise obtain in the absence of this Agreement. This provision is of the essence to the bargain and agreement of which this provision is part.

Section 3. Change in Authorized Representative.

During the term of this Agreement, if there is a petition for withdrawal of recognition of the Meet and Confer Team pursuant to Section 147.0034 of the Texas Local Government Code, then it will be the City's option to continue the terms of this Agreement or to cancel the Agreement. In addition, the City may withdraw recognition as provided by the petition, or order a certification election in accordance with Section 147.0032 regarding whether to do so.

ARTICLE 23

DURATION AND TERMINATION

Section 1. This Agreement shall be effective on October 1, 2019, provided that the City Council has passed a resolution ratifying this Agreement. All pay increases, leave, or changes in benefits, shall be implemented in accordance with the respective timelines outlined herein. This Agreement shall remain in effect until the 30th day of September 2022, or until such time as it is superseded by a new Agreement between the Parties, whichever occurs later, provided however, that in no event shall this Agreement continue in effect after March 31, 2023.

Section 2. The Parties to this Agreement may mutually agree in advance to enter into negotiations to amend this Agreement before the expiration date, provided that the Parties shall meet on or before January 15, 2022, to amend, renew, or extend this Agreement.

Section 3. City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In the event that the City cannot meet its funding obligations, as provided in the State Constitution, this entire Agreement becomes null and void.

In the event the City Council fails to appropriate funds in any fiscal year of this Agreement in an amount sufficient to meet City obligations hereunder, or if at any time during the term of this

Agreement, or any extension thereof, the City Council adopts a budget that requires a voter-approved rate (previously called rollback) election; and, the voters do not approve the proposed tax rate, the Meet and Confer Team agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If 60 calendar days after these negotiations begin, no agreement has been reached; Article 7 only of this Agreement shall terminate and be null and void in its entirety, but the City agrees to provide pay increases for Officers to no less than the average base pay percentage increase for Civilian City Employees, if any. The remainder of this Agreement shall remain in full force and effect.

Section 4. Benefit of the Bargain

(a) In the event that the Texas Legislature amends any provision of Texas Local Government Code Chapter 141 or 142 or any other statute that adds or increases compensation or benefits for Officers during the term of this Agreement, any such amendment shall not be applicable to the Officers covered by this Agreement, unless the City Council adopts such amendments by Resolution or Ordinance. Examples of wages and benefits include, but are not limited to, base salary, longevity, assignment pay, sick leave, and vacation, health insurance and equipment provision mandates.

(b) During the negotiation of this Agreement, the Parties have agreed on the stated enhancements to employee compensation and benefits, in reliance on the costs of those enhancements. The Parties acknowledge that this Agreement would not have been reached, as reflected in this document, if the cost to the City had been higher. In the event of any proceeding in which the Officers assert the right to additional compensation or pay enhancements based on the provisions of this Agreement, the decision-maker in any administrative proceeding or court shall consider the cost of the contractual pay and benefits enhancements as part of the mutual agreement and meeting of the minds that resulted in approval of this Agreement by both parties.

ARTICLE 24

NOTICE

Except as otherwise provided herein, any notice, demand, request or other communication hereunder given or made by either Party to the other shall be in writing and shall be deemed to be delivered whether actually received or not, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties hereto at the respective addresses set out below, or at such other address as they may provide by written notice to the other Party.

A. If to City:
T.C. Broadnax
City Manager
Dallas City Hall, 4DN
Dallas, Texas 75201

B. If to Meet and Confer Team
Charles Abney
Chairman Meet and Confer Team
10956 Audelia Road
Dallas, Texas 75243

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS THE ____ DAY OF SEPTEMBER 2019.

CITY OF DALLAS

T.C. BROADNAX
City Manager

MEET AND CONFER TEAM

Michael Mata
President
Dallas Police Association

Nick Lybrand
Representative
Dallas Police Association

Terrance Hopkins
President
Black Police Association of Greater Dallas

Ernest Sherman
Representative
Black Police Association of Greater Dallas

George Aranda
President
National Latino Law Enforcement Organization

Jose DeLa Rocha
Representative
National Latino Law Enforcement Organization

Marcus Armstrong
President
Black Fire Fighters Association

Greg Evans
Representative
Black Fire Fighters Association

Armando Garza
President
Dallas Hispanic Fire Fighters Association

Justin Martinez
Representative
Dallas Hispanic Fire Fighters Association

James McDade
President
Dallas Fire Fighters Association

Charles Abney
Representative
Dallas Fire Fighters Association