

MEET AND CONFER
AGREEMENT
BETWEEN
CITY OF DALLAS
AND THE MEET AND CONFER TEAM CONSISTING
OF
DALLAS BLACK FIRE FIGHTERS ASSOCIATION,
BLACK POLICE ASSOCIATION OF GREATER
DALLAS, THE NATIONAL LATINO PEACE
OFFICERS ASSOCIATION GREATER DALLAS
CHAPTER, THE DALLAS FRATERNAL ORDER OF
POLICE LODGE 588, THE DALLAS POLICE
ASSOCIATION, DALLAS HISPANIC FIREFIGHTERS
ASSOCIATION, AND THE DALLAS FIREFIGHTERS
ASSOCIATION

EXPIRES SEPTEMBER 30, 2016

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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.

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.

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

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

"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.

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

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

"City" means the City of Dallas, Texas.

"City Manager" means the City Manager of the City.

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

“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.

“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.

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

“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 100534 adopted by the City Council on February 24, 2010 consisting of the Dallas Black Fire Fighters Association, Black Police Association of Greater Dallas, the National Latino Peace Officers Association Greater Dallas Chapter, the Dallas Fraternal Order of Police Lodge 588, the Dallas Police Association, Dallas Hispanic Firefighters Association, and the Dallas Firefighters Association.

“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.

“Property Tax Benchmark” means the increase in certified property tax values that must be achieved in order for across-the-board pay increases to be considered.

“Certified Property Tax Value(s)” means the net taxable value of the certified appraisal roll for all real and business personal property located within the City of Dallas as reported to the City by the chief appraiser of each of the four county appraisal districts in which the City of Dallas is located – Dallas, Denton, Collin and Rockwall counties. The certified appraisal rolls include the certified taxable values (Texas Property Tax Code, Chapter 26 Section 26.01 paragraphs (a) and (b)) and the certified disputed taxable values (Texas Property Tax Code, Chapter 26, Section 26.01, paragraph (c)). The chief appraisers provide both the appraisal districts’ values as well as the property owners’ values for the disputed values. The lower of the two disputed values is added to the certified taxable values to determine the total net taxable value.

“Sales Tax Floor” means the minimum amount of sales tax revenues that must be received in order for across-the-board pay increases to be considered in FY2014-2015 and FY2015-2016.

“Sales Tax Revenues” means the monthly net payment received from the Texas Comptroller of Public Accounts (TCPA) plus sales taxes collected by the City for taxable services provided by the City that are not remitted to the TCPA. The City is responsible for collecting sales tax on certain taxable services it provides and remitting these taxes to the TCPA. The City reports the total amount of sales taxes it collects to the TCPA; however, the City retains sales tax revenues that belong to the City (rather than remitting them to TCPA then having TCPA return the same revenues back to the City).

“TLGC” means Texas Local Government Code.

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 Chief of Police, the Chief of Fire, and/or the City Manager that are intended to increase operational efficiency and effectiveness within the provision of public safety services to the citizens 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 HRIS 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 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, 2013 through September 30, 2016, 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 any agreement.

ARTICLE 7

WAGES

Section 1. Merit Pay Step.

During FY2013-2014, FY2014-2015, and FY2015-2016, Officers will receive merit pay step increases if they meet all merit pay step eligibility requirements established by the City and/or Departments. No new steps will be added to the uniformed police salary schedule or the uniformed fire salary schedule in Attachments A and B of this Agreement; thus, Officers who reach the top step of their rank will not receive any additional merit pay steps during the term of this Agreement. If this Agreement continues in effect after September 30, 2016, no Officers will be entitled to merit pay step increases after September 30, 2016 under this Agreement.

Section 2. Uniformed Police and Uniformed Fire Salary Schedules.

Subject to all of the other provisions of this Agreement, the uniformed police salary schedule and the uniformed fire salary schedule for Police Officers/Firefighters covered by this Agreement shall be paid, during the existence of this Agreement, as follows:

- A. **FY 2013-2014:** The uniformed police salary and uniformed fire salary schedules in Attachments A and B will be in effect for FY2013-2014. There is no provision for any across-the-board pay increase in FY2013-2014 included in this Agreement.
- B. **FY2014-2015 and FY2015-2016:** The uniformed police salary and uniformed fire salary schedules in Attachments A and B in effect for FY2013-2014 will remain in effect in FY2014-2015 and FY2015-2016. If the Sales Tax Floors and the Property Tax Benchmarks outlined below are met, an across-the-board increase will be given in either or both fiscal years as described below and the salary schedules changed accordingly.

1. Sales Tax Floors:

Sales Tax Revenues must not fall below a Sales Tax Floor in either FY2014-2015 or FY2015-2016 as outlined below:

- a. **For FY2014-2015:** Sales Tax Revenues actually received for the period of March 1, 2013 through February 28, 2014 (received from the Texas Comptroller of Public Accounts (TCPA) in May 2013 through April 2014) cannot fall below a floor of \$236,556,346 which is sales tax revenues actually received for March 2012 through February 2013 (received from the TCPA in May 2012 through April 2013).

If the amount of Sales Tax Revenues described above falls below \$236,556,346, then no across-the-board increase will be given in FY2014-2015 regardless of the changes to the Certified Property Tax Values as outlined below.

- b. **For FY2015-2016:** Sales Tax Revenues actually received for the period of March 1, 2014 through February 28, 2015 (received from the TCPA in May 2014 through April 2015) cannot fall below a floor of the higher of the following two amounts: (A) \$236,556,346 or (B) the Sales Tax Revenues for the period of March 1, 2013 through February 28, 2014 (received from the TCPA in May 2013 through April 2014).

If the amount of Sales Tax Revenues falls below the floor in “1.b.” above, then no across-the-board increase will be given in FY2015-2016 regardless of the changes to the Certified Property Tax Values as outlined below.

2. Property Tax Benchmarks:

During FY2014-2015 and FY2015-2016, Officers may receive up to, but no more than, a combined total of a four percent (4%) across-the-board increase only if: 1) the Sales Tax Floors outlined above are met; and 2) certain Property Tax Benchmarks are met as outlined below.

a. For FY2014-2015 only one of the following will apply:

- i. If 2014 (for FY2014-2015 budget) Certified Property Tax Values increase less than a total of 3.3% above the 2013 (for FY 2013-2014 budget) Certified Property Tax Values, Officers will not receive any amount of an across-the-board pay increase. The 2013 Certified Property Tax Value is \$87,251,522,141.
- ii. If 2014 (for FY2014-2015 budget) Certified Property Tax Values increase a total of at least 3.3% above the 2013 (for FY 2013-2014 budget) Certified Property Tax Values, Officers will receive a 1% across-the-board increase, effective April 1, 2015. The 2013 Certified Property Tax Value is \$87,251,522,141.
- iii. If 2014 (for FY2014-2015 budget) Certified Property Tax Values increase a total of at least 3.8% above the 2013 (for FY 2013-2014 budget) Certified Property Tax Values, Officers will receive a 1.75% across-the-board increase, effective April 1, 2015. The 2013 Certified Property Tax Value is \$87,251,522,141.

- iv. If 2014 (for FY2014-2015 budget) Certified Property Tax Values increase a total of at least 4.3% above the 2013 (for FY 2013-2014 budget) Certified Property Tax Values, Officers will receive a 2.5% across-the-board increase, effective April 1, 2015. The 2013 Certified Property Tax Value is \$87,251,522,141.
- v. If 2014 (for FY2014-2015 budget) Certified Property Tax Values increase a total of at least 4.8% above the 2013 (for FY 2013-2014 budget) Certified Property Tax Values, Officers will receive a 3.25% across-the-board increase, effective April 1, 2015. The 2013 Certified Property Tax Value is \$87,251,522,141.
- vi. If 2014 (for FY2014-2015 budget) Certified Property Tax Values increase a total of at least 5.3% above the 2013 (for FY 2013-2014 budget) Certified Property Tax Values, Officers will receive a 4% across-the-board increase, effective April 1, 2015. The 2013 Certified Property Tax Value is \$87,251,522,141.

b. For FY2015-2016 only one of the following will apply:

- i. If 2015 (for FY 2015-2016 budget) Certified Property Tax Values increase less than a total of 5.0% above the 2014 (for FY 2014-2015 budget) Certified Property Tax Values, Officers will not receive any amount of an across-the-board pay increase.
- ii. If 2015 (for FY 2015-2016 budget) Certified Property Tax Values increase a total of at least 5.0% above the 2014 (for FY 2014-2015 budget) Certified Property Tax Values, Officers will receive a maximum of a 1% across-the-board increase, effective April 1, 2016 subject to the provisions of Section 3 of this Article.
- iii. If 2015 (for FY 2015-2016 budget) Certified Property Tax Values increase a total of at least 5.5% above the 2014 (for FY 2014-2015 budget) Certified Property Tax Values, Officers will receive a maximum of a 1.75% across-the-board increase, effective April 1, 2016 subject to the provisions of Section 3 of this Article.
- iv. If 2015 (for FY 2015-2016 budget) Certified Property Tax Values increase a total of at least 6.0% above the 2014 (for FY 2014-2015 budget) Certified Property Tax Values, Officers will receive a maximum of a 2.5% across-the-board increase, effective April 1, 2016 subject to the provisions of Section 3 of this Article.
- v. If 2015 (for FY 2015-2016 budget) Certified Property Tax Values increase a total of at least 6.5% above the 2014 (for FY 2014-2015 budget) Certified Property Tax Values, Officers will receive a maximum of a 3.25% across-the-board increase, effective April 1, 2016 subject to the provisions of Section 3 of this Article.
- vi. If 2015 (for FY 2015-2016 budget) Certified Property Tax Values increase a total of at least 7.0% above the 2014 (for FY 2014-2015 budget) Certified Property Tax

Values, Officers will receive a maximum of a 4% across-the-board increase, effective April 1, 2016 subject to the provisions of Section 3 of this Article.

Section 3. Maximum Across-the-Board Increase.

If both the Sales Tax Floor and the Property Tax Benchmarks requirements as outlined above are met, the total maximum across-the-board percentage increase for the complete term of this Agreement is capped at 4%. If this 4% maximum cap is reached in FY2014-2015, then no additional across-the-board increase will be provided in FY2015-2016 or in any remaining period of this Agreement. If, however, in FY2014-2015 Officers receive less than an across-the-board percentage increase of 4%, Officers will be eligible in FY2015-2016 for whatever percentage remains. For example, if Officers receive a 2.5% across-the-board increase in FY2014-2015, they will be eligible to receive an additional 1.5% across-the-board increase, up to the 4% maximum cap, in FY2015-2016 if the Sales Tax Floor and Property Tax Value Benchmarks are met as described above.

Any percentage increase to the uniformed police and uniformed fire salary schedules in FY2014-2015 or FY2015-2016 will be applied to the uniformed police and uniformed fire salary schedules in place in FY2013-2014, included as Attachments A and B of this Agreement. For example, if an across-the-board increase occurred in FY2014-2015, and conditions are met that allow for another across-the-board increase in FY2015-2016, the percentage increase to uniformed police and uniformed fire salary schedules for FY2015-2016 will be computed by applying the increase to the FY2013-2014 uniformed police and uniformed fire salary schedules rather than applying the increase based on the FY2014-2015 uniformed police and uniformed fire salary schedules.

ARTICLE 8

EDUCATION INCENTIVE PAY

Effective April 1, 2013, Education Incentive Pay will be:

	Pay Rate			
	0 - 45 hours	45 hours or more	Max w/o Bachelors	Bachelor's Degree
Effective April 1, 2013	\$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 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, City Hall, 6AN, 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 will be allowed.

ARTICLE 9

SWIFT WATER ASSIGNMENT PAY

Effective October 1, 2013, Firefighters assigned to stations and who are designated by the Fire Chief for Swift Water Assignment pay will receive the following:

Effective October 1, 2013 Swift Water Assignment Pay		
	Lieutenant and below	Captain and Above
Swift Water Assignment Pay (Per month)	\$150	\$350

ARTICLE 10

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 PM – 6:00 AM 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 11

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 hour 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. Special Compensatory Time Period.

Compensatory time accrued during the eighteen month period from October 1, 2010 through March 31, 2012 must be used by December 31, 2015 and will not be paid unless required by law.

ARTICLE 12

PHASE DOWN

Effective upon execution of this Agreement, the purpose of the Phase Down Program ("PDP" or "Phase Down") is two-fold. First, it provides Officers with the opportunity to receive payout 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 time, attendance incentive leave time, compensatory time, and for Officers who are eligible to retire or have at least 20 years of service sick leave time, 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 the base pay on the uniformed police and uniformed salary schedule and all special pay items for that Officer at the time the Officer enrolls in the PDP.

Section 2. Eligibility.

Upon retirement, Officers that have completed 20 or more years of service with the 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. Enrollment in Phase Down is an IRREVOCABLE decision. Once an Officer submits an application and it is accepted by the City, the Officer agrees that he/she will not request or apply for any positions that involve providing services to the City.
2. An Officer becomes enrolled in Phase Down when the Officer completes, signs, and submits the enrollment form.
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 time, vacation time, attendance incentive leave time, or compensatory time) 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 2808 firefighters, 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 health 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 90 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 City on any changes to the Officer's name, address, or phone number provided on the enrollment form.
 - d. The Officer understands that the decision to enroll in the PDP is IRREVOCABLE and effective on the date the officer's application is signed and submitted.
3. 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.

ARTICLE 13

HOLIDAYS

Section 1. Additional Holidays.

For the Fiscal Year from October 1, 2013 through September 30, 2014 only, Police Officers and Firefighters covered by this Agreement shall be entitled to Patriot Day (September 11) and Cesar Chavez Day (March 31) as paid holidays in addition to the list of days designated as the official holidays in Section 34-25(a) of the Dallas City Code.

These holidays will remain in effect in FY2014-2015 and in FY2015-2016 if the benchmarks for an across-the-board increase are not met and no across-the-board increase is included for the fiscal year. If, however, any amount of an across-the-board increase is awarded per Article 7 of this Agreement, in the first fiscal year in which an across-the-board increase is awarded, these two holidays will be eliminated and cannot be reinstated.

ARTICLE 14

TRAINEE FIRE AND RESCUE OFFICERS

Trainee Fire and Rescue officers ("FRO") will not attend paramedic school immediately following completion of Recruit training. When the Trainee FROs have completed training and are certified by the State of Texas as Firefighter/Emergency Medical Technicians ("EMT"), they will become Apprentice FROs and will be assigned to the Emergency Response Bureau for additional training. After completing six months of field training, the Apprentice FROs will become Probationary FROs. This final probationary period will be for six months. After the successful completion of this probationary period, the Probationary FROs will be promoted to

the rank of Fire Rescue officer. FROs will attend paramedic school at the Department's discretion. Fire Rescue officers will be required to pass paramedic school and maintain their certification as a condition of continued employment with the Dallas Fire-Rescue Department.

ARTICLE 15

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 Chief of Police, the Chief of Dallas Fire-Rescue, 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 16

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 Dallas Fire-Rescue (DFR), which allows an employee to work another employee's shift. Under this arrangement, the 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 hour 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 schedule 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 17

CATASTROPHIC LEAVE PROGRAM

Section 1. Program Overview.

The Parties agree to establish Catastrophic Leave Program (CLP) for both Dallas Police Department (DPD) and Dallas Fire-Rescue (DFR) that will allow Officers the opportunity to assist fellow Officers by making donations of accrued vacation, attendance incentive leave (AIL), and/or compensatory leave available to Officers in need because of a catastrophic illness or injury. The City agrees to provide a one-time contribution of 800 hours of leave to this program to be used for donations to qualifying officers under the approved final guidelines and procedures.

Designated officers representing Meet and Confer Organizations will be allowed to propose the program guidelines under which the donated hours are allocated to eligible Officers. Proposed guidelines will be submitted to the Chief of Police, the Chief of Dallas Fire-Rescue, the City Attorney's Office, and the City Manager's Office who will ultimately approve and adopt the final procedures and guidelines.

The CLP will be implemented no later than 60 days after the final guidelines are approved by the Chief of Police, the Chief of Dallas Fire-Rescue, the City Attorney's Office and the City Manager's Office.

Section 2. Definitions.

All proposed definitions submitted by the Meet and Confer Organizations for this CLP, including the definition of a qualifying catastrophic injury or illness, must receive the approval of the Chief of Police, the Chief of Dallas Fire-Rescue, the City Attorney's Office, and the City Manager's Office.

Section 3. Eligibility.

Eligibility requirements for the CLP include:

1. The Officer requesting hours from the CLP must be a full time Officer who has completed his or her academy training;
2. The Officer must submit a proper application established under the approved final guidelines and procedures;
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 approved final guidelines and procedures;
5. The Officer requesting hours from the CLP must meet any other eligibility requirements as set forth by the approved final guidelines and procedures.

Section 4. 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 approved final guidelines and procedures for this program.

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 will not provide any additional benefits or entitlements established under federal or state law.

Section 5. Catastrophic Leave Committee.

The review and approval of applications for catastrophic leave must be submitted to a Catastrophic Leave Committee comprised of at least one (1) representative from each of the Organizations 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 approved final guidelines.

Section 6. Guidelines.

Specific stipulations of the guidelines to be established must include the following:

- Only vacation, AIL, and compensatory leave hours may be donated.
- The minimum amount of accumulated 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 approved final guidelines and procedures.
- Donated leave hours contributed 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 or workers' compensation.
- The maximum allocation allowed for use by any eligible 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 approved final guidelines and procedures.

- Provisions for membership and terms of Catastrophic Leave Committee members will be set forth in the approved final guidelines and procedures.
- All Catastrophic Leave Committee members must complete HIPAA training in order to serve on the Committee and must execute a confidentiality agreement.

ARTICLE 18

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 Officers 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 19

MERIT PAY STEP ELIGIBILITY

Under this Agreement, Police Officers who are otherwise eligible to receive a merit pay step and who receive disciplinary action(s) totaling more than a three-day suspension issued after October 1, 2013 will not receive a merit step pay increase when the disciplinary action(s) occurs within one (1) year of their merit eligibility date. This change is effective October 1, 2013. This Article does not modify any merit pay step increase requirements in place for the period prior to October 1, 2013, and is only related to losing a merit pay step based on disciplinary action(s). Police Officers must still meet established performance standards to qualify for a merit pay step increase. This Article does not provide for merit pay steps in any years other than in FY2013-2014, FY2014-2015, and FY2015-2016.

ARTICLE 20

MAINTENANCE OF CERTAIN PAY AND BENEFITS

Section 1. As set forth in written City or Department rules and procedures as of September 30, 2013, the following programs and/or pay will remain unchanged except as modified by the Meet and Confer Agreement of 2010 and this Agreement for the duration of this Agreement:

Education Incentive Pay
Language Skills Assignment Pay

TCLEOSE Certification Pay
 Aircraft Rescue (ARFF) Assignment Pay
 TCFP Firefighter and Fire Inspector Certification Pay
 Arson Investigator Assignment Pay
 EMS Assignment Pay
 Hazardous Material Response Team (HAZMAT) Assignment Pay
 Fire Instructor Assignment Pay
 Paramedic Certification Pay
 Urban Search and Rescue (USAR) Assignment Pay
 Swift Water Assignment Pay (Effective October 1, 2013 as established under Article 9 of this Agreement)
 Detective Assignment Pay
 Police - Field Training officer Assignment Pay (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)
 Narcotics Hazardous Material Interdiction Team Assignment Pay
 Patrol Duty Assignment Pay
 Retention Incentive Pay, not including the retention incentive pay provided for newly hired Officers when steps were not reinstated that was included in the 2010 Meet & Confer Agreement
 Longevity Pay
 Down Payment Assistance Program
 Shift Assignment Pay
 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
 Minimum Call Back Time, In-Service Training Pay, and
 Off-Duty Standby Travel Time
 DPD Minimum Court Time Policy
 DPD sick leave policy
 DPD vacation leave accrual policy
 DPD policy for police officers permanently restricted from the performance patrols
 DFR Reassignment Policy (Work Location Assignment), effective the date of ratification of Meet and Confer through September 30, 2016.

Section 2. 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, 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 3. The protection of the pay and benefits 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 21

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 waives any arguments, rights, or claims asserted, or that could be asserted, by any claimants or plaintiffs, in any now existing litigation 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 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 21 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 22

COMPLETE AGREEMENT

Section 1. 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 23

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.

The provisions of this Agreement shall supersede and preempt the provisions of any statute, or local ordinance which is in conflict with any provision of this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, or 147 of the Texas Local Government Code. This preemption provision is authorized by Section 147.011 of the Texas Local Government Code, and the parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and agreement which has been reached.

Section 3. 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 24

DURATION AND TERMINATION

Section 1. This Agreement shall be effective as of the date the City Council passes 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, 2016, 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, 2017.

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, 2016, to amend, renew, or extend this Agreement.

Section 3. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform 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, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the Government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the 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 sixty (60) calendar days after these negotiations begin, no agreement has been reached; this Agreement shall terminate and be null and void in its entirety.

ARTICLE 25

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:
A.C. Gonzalez
Interim City Manager
Dallas City Hall, 4DN
Dallas, Texas 75201. | B. If to Meet & Confer Team:
Michael Pottorff
Chairman Meet & Confer Team
1414 North Washington Street
Dallas, Texas 75204 |
|--|--|

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED TO HAVE THIS AGREEMENT
TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ____
DAY OF _____ 2013.

CITY OF DALLAS

A.C. Gonzalez
Interim City Manager

MEET AND CONFER TEAM

Shawn Gary
President
Dallas Black Fire Fighters Association

Dyron Tyler
Representative
Dallas Black Fire Fighters Association

Joe Veracruz
President
Dallas Hispanic Fire Fighters Association

Sal Morales
Representative
Dallas Hispanic Fire Fighters Association

G. Doug Dickerson
President
Dallas Fire Fighters Association

Scott Clumpner
Representative
Dallas Fire Fighters Association

Cletus Judge
President
Black Police Officers Association

Willie Ford
Representative
Black Police Officers Association

Roberto Arredondo
President
National Latino Peace Officers Association

Raul Galvan
Representative
National Latino Peace Officers Association

Michael Walton
President
Dallas Fraternal Order of Police
Lodge 588

Michael Pottorff
Representative
Dallas Fraternal Order of Police
Lodge 588

Ron Pinkston
President
Dallas Police Association

Brad Uptmore
Representative
Dallas Police Association

ATTACHMENT A
UNIFORMED POLICE SALARY SCHEDULE FY2013-2014

CLASS CODE	RANK	GRADE-STEP	MONTH	ANNUAL
46101	Police Officer Trainee I	P2 - 1	\$3,578	\$42,941
46102	Police Officer Trainee II	P2 - 1	\$3,578	\$42,941
46103	Police Officer Trainee III	P2 - 1	\$3,578	\$42,941
46004	Police Officer	P2 - 1	\$3,578	\$42,941
46004	Police Officer, 1 Year	P2 - 2	\$3,756	\$45,067
46004	Police Officer, 1 Year	P2 - 3	\$3,943	\$47,314
46004	Police Officer, 1 Year	P2 - 4	\$4,142	\$49,700
46004	Police Officer, 1 Year	P2 - 5	\$4,348	\$52,176
46004	Police Officer, 1 Year	P2 - 6	\$4,565	\$54,780
46004	Police Officer, 1 Year	P2 - 7	\$4,795	\$57,538
46004	Police Officer, 1 Year	P2 - 8	\$5,033	\$60,396
46004	Police Officer, 1 Year	P2 - 9	\$5,285	\$63,420
46004	Police Officer, 1 Year	P2 - 10	\$5,550	\$66,596
46004	Police Officer	P2 - 11	\$5,827	\$69,921
46005	Police Corporal, 1 Year	P2 - 4	\$4,142	\$49,700
46005	Police Corporal, 1 Year	P2 - 5	\$4,348	\$52,176
46005	Police Corporal, 1 Year	P2 - 6	\$4,565	\$54,780
46005	Police Corporal, 1 Year	P2 - 7	\$4,795	\$57,538
46005	Police Corporal, 1 Year	P2 - 8	\$5,033	\$60,396
46005	Police Corporal, 1 Year	P2 - 9	\$5,285	\$63,420
46005	Police Corporal, 1 Year	P2 - 10	\$5,550	\$66,596
46005	Police Corporal	P2 - 11	\$5,827	\$69,921
46016	Police Senior Corporal, Start	P3 - 1	\$3,679	\$44,150
46016	Police Senior Corporal, 1 Year	P3 - 2	\$3,876	\$46,511
46016	Police Senior Corporal, 1 Year	P3 - 3	\$4,142	\$49,700
46016	Police Senior Corporal, 1 Year	P3 - 4	\$4,348	\$52,176
46016	Police Senior Corporal, 1 Year	P3 - 5	\$4,565	\$54,780
46016	Police Senior Corporal, 1 Year	P3 - 6	\$4,795	\$57,538
46016	Police Senior Corporal, 1 Year	P3 - 7	\$5,033	\$60,396
46016	Police Senior Corporal, 1 Year	P3 - 8	\$5,285	\$63,420
46016	Police Senior Corporal, 1 Year	P3 - 9	\$5,549	\$66,585
46016	Police Senior Corporal, 1 Year	P3 - 10	\$5,827	\$69,921
46016	Police Senior Corporal, 1 Year	P3 - 11	\$6,118	\$73,418
46016	Police Senior Corporal	P3 - 12	\$6,424	\$77,089

CLASS CODE	RANK	GRADE-STEP	MONTH	ANNUAL
46011	Police Sergeant, Start	P4 - 1	\$4,226	\$50,713
46011	Police Sergeant, 1 Year	P4 - 2	\$4,535	\$54,421
46011	Police Sergeant, 1 Year	P4 - 3	\$4,762	\$57,140
46011	Police Sergeant, 1 Year	P4 - 4	\$5,000	\$59,995
46011	Police Sergeant, 1 Year	P4 - 5	\$5,250	\$62,999
46011	Police Sergeant, 1 Year	P4 - 6	\$5,512	\$66,138
46011	Police Sergeant, 1 Year	P4 - 7	\$5,789	\$69,466
46011	Police Sergeant, 1 Year	P4 - 8	\$6,078	\$72,938
46011	Police Sergeant, 1 Year	P4 - 9	\$6,381	\$76,576
46011	Police Sergeant, 1 Year	P4 - 10	\$6,700	\$80,405
46011	Police Sergeant	P4 - 11	\$7,035	\$84,425
46013	Police Lieutenant, Start	P5 - 1	\$4,637	\$55,649
46013	Police Lieutenant, 1 Year	P5 - 2	\$4,968	\$59,617
46013	Police Lieutenant, 1 Year	P5 - 3	\$5,216	\$62,593
46013	Police Lieutenant, 1 Year	P5 - 4	\$5,478	\$65,734
46013	Police Lieutenant, 1 Year	P5 - 5	\$5,752	\$69,018
46013	Police Lieutenant, 1 Year	P5 - 6	\$6,039	\$72,467
46013	Police Lieutenant, 1 Year	P5 - 7	\$6,340	\$76,080
46013	Police Lieutenant, 1 Year	P5 - 8	\$6,657	\$79,883
46013	Police Lieutenant, 1 Year	P5 - 9	\$6,990	\$83,875
46013	Police Lieutenant, 1 Year	P5 - 10	\$7,339	\$88,068
46013	Police Lieutenant	P5 - 11	\$7,706	\$92,471
46014	Police Captain, Start	P6 - 1	\$5,088	\$61,058
46014	Police Captain, 1 Year	P6 - 2	\$5,451	\$65,409
46014	Police Captain, 1 Year	P6 - 3	\$5,722	\$68,663
46014	Police Captain, 1 Year	P6 - 4	\$6,009	\$72,112
46014	Police Captain, 1 Year	P6 - 5	\$6,311	\$75,730
46014	Police Captain, 1 Year	P6 - 6	\$6,625	\$79,505
46014	Police Captain, 1 Year	P6 - 7	\$6,956	\$83,473
46014	Police Captain, 1 Year	P6 - 8	\$7,305	\$87,657
46014	Police Captain, 1 Year	P6 - 9	\$7,671	\$92,047
46014	Police Captain, 1 Year	P6 - 10	\$8,054	\$96,649
46014	Police Captain	P6 - 11	\$8,456	\$101,481

The number of years indicated beside the Rank indicate the minimum number of years that an officer must be in the Step prior to being eligible for the next Step in the Rank. If officers are not given a step pay increase in any fiscal year for budgetary reasons, when step pay increases are resumed in a subsequent fiscal year, it is expected that officers' pay will only increase one step (if they meet the eligibility requirements). Officers should not expect a double-step in order to make up for step increases not previously given for budgetary reasons in any fiscal year.

**ATTACHMENT B
UNIFORMED FIRE SALARY SCHEDULE FY2013-2014**

CLASS CODE	RANK	GRADE-STEP	MONTH	ANNUAL	CLASS CODE	RANK	GRADE-STEP	MONTH	ANNUAL
44101	Fire & Rescue Officer Trainee I	F2 - 1	\$3,578	\$42,941	44006	Fire Lieutenant, Start	F4 - 1	\$4,226	\$50,713
44102	Fire & Rescue Officer Trainee II	F2 - 1	\$3,578	\$42,941	44006	Fire Lieutenant, 1 Yr.	F4 - 2	\$4,535	\$54,421
44103	Fire & Rescue Officer Trainee III	F2 - 1	\$3,578	\$42,941	44006	Fire Lieutenant, 1 Yr.	F4 - 3	\$4,762	\$57,140
44002	Fire & Rescue Officer, Start (Prob. Compl.)	F2 - 1	\$3,578	\$42,941	44006	Fire Lieutenant, 1 Yr.	F4 - 4	\$5,000	\$59,995
44002	Fire & Rescue Officer, 1 Yr.	F2 - 4	\$3,756	\$45,067	44006	Fire Lieutenant, 1 Yr.	F4 - 5	\$5,250	\$62,999
44002	Fire & Rescue Officer, 1 Yr.	F2 - 7	\$3,943	\$47,314	44006	Fire Lieutenant, 1 Yr.	F4 - 6	\$5,512	\$66,138
44002	Fire & Rescue Officer, 1 Yr.	F2 - 8	\$4,142	\$49,700	44006	Fire Lieutenant, 1 Yr.	F4 - 7	\$5,789	\$69,466
44002	Fire & Rescue Officer, 1 Yr.	F2 - 9	\$4,348	\$52,176	44006	Fire Lieutenant, 1 Yr.	F4 - 8	\$6,078	\$72,938
44002	Fire & Rescue Officer, 1 Yr.	F2 - 10	\$4,565	\$54,780	44006	Fire Lieutenant, 1 Yr.	F4 - 9	\$6,381	\$76,576
44002	Fire & Rescue Officer, 1 Yr.	F2 - 11	\$4,795	\$57,538	44006	Fire Lieutenant, 1 Yr.	F4 - 10	\$6,700	\$80,404
44002	Fire & Rescue Officer, 1 Yr.	F2 - 12	\$5,033	\$60,396	44006	Fire Lieutenant	F4 - 11	\$7,035	\$84,424
44002	Fire & Rescue Officer, 1 Yr.	F2 - 13	\$5,285	\$63,420	44007	Fire Captain, Start	F5 - 1	\$4,637	\$55,649
44002	Fire & Rescue Officer, 1 Yr.	F2 - 14	\$5,550	\$66,596	44007	Fire Captain, 1 Yr.	F5 - 2	\$4,968	\$59,617
44002	Fire & Rescue Officer	F2 - 15	\$5,827	\$69,921	44007	Fire Captain, 1 Yr.	F5 - 3	\$5,216	\$62,593
44026	Fire Second Driver, Start	F2 - 2	\$3,610	\$43,322	44007	Fire Captain, 1 Yr.	F5 - 4	\$5,478	\$65,734
44026	Fire Second Driver, 1 Yr.	F2 - 5	\$3,773	\$45,279	44007	Fire Captain, 1 Yr.	F5 - 5	\$5,752	\$69,018
44026	Fire Second Driver, 1 Yr.	F2 - 7	\$3,943	\$47,314	44007	Fire Captain, 1 Yr.	F5 - 6	\$6,039	\$72,467
44026	Fire Second Driver, 1 Yr.	F2 - 8	\$4,142	\$49,700	44007	Fire Captain, 1 Yr.	F5 - 7	\$6,340	\$76,080
44026	Fire Second Driver, 1 Yr.	F2 - 9	\$4,348	\$52,176	44007	Fire Captain, 1 Yr.	F5 - 8	\$6,657	\$79,883
44026	Fire Second Driver, 1 Yr.	F2 - 10	\$4,565	\$54,780	44007	Fire Captain, 1 Yr.	F5 - 9	\$6,990	\$83,875
44026	Fire Second Driver, 1 Yr.	F2 - 11	\$4,795	\$57,538	44007	Fire Captain, 1 Yr.	F5 - 10	\$7,339	\$88,068
44026	Fire Second Driver, 1 Yr.	F2 - 12	\$5,033	\$60,396	44007	Fire Captain	F5 - 11	\$7,706	\$92,471
44026	Fire Second Driver, 1 Yr.	F2 - 13	\$5,285	\$63,420	44008	Fire Battalion / Section Chief, Start	F6 - 1	\$5,088	\$61,058
44026	Fire Second Driver, 1 Yr.	F2 - 14	\$5,550	\$66,596	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 2	\$5,451	\$65,409
44026	Fire Second Driver	F2 - 15	\$5,827	\$69,921	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 3	\$5,722	\$68,663
44004	Fire Driver - Engineer, Start	F3 - 1	\$3,679	\$44,150	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 4	\$6,009	\$72,112
44004	Fire Driver - Engineer, 1 Yr.	F3 - 2	\$3,876	\$46,511	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 5	\$6,311	\$75,730
44004	Fire Driver - Engineer, 1 Yr.	F3 - 3	\$4,142	\$49,700	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 6	\$6,625	\$79,505
44004	Fire Driver - Engineer, 1 Yr.	F3 - 4	\$4,348	\$52,176	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 7	\$6,956	\$83,473
44004	Fire Driver - Engineer, 1 Yr.	F3 - 5	\$4,565	\$54,780	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 8	\$7,305	\$87,657
44004	Fire Driver - Engineer, 1 Yr.	F3 - 6	\$4,795	\$57,538	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 9	\$7,671	\$92,047
44004	Fire Driver - Engineer, 1 Yr.	F3 - 7	\$5,033	\$60,396	44008	Fire Battalion / Section Chief, 1 Yr.	F6 - 10	\$8,054	\$96,649
44004	Fire Driver - Engineer, 1 Yr.	F3 - 8	\$5,285	\$63,420	44008	Fire Battalion / Section Chief	F6 - 11	\$8,456	\$101,481
44004	Fire Driver - Engineer, 1 Yr.	F3 - 9	\$5,549	\$66,585					
44004	Fire Driver - Engineer, 1 Yr.	F3 - 10	\$5,827	\$69,921					
44004	Fire Driver - Engineer, 1 Yr.	F3 - 11	\$6,118	\$73,418					
44004	Fire Driver - Engineer	F3 - 12	\$6,424	\$77,089					

The number of years indicated beside the Rank indicate the minimum number of years that an officer must be in the Step prior to being eligible for the next Step in the Rank. If officers are not given a step pay increase in any fiscal year for budgetary reasons, when step pay increases are resumed in a subsequent fiscal year, it is expected that officers' pay will only increase one step (if they meet the eligibility requirements). Officers should not expect a double-step in order to make up for step increases not previously given for budgetary reasons in any fiscal year.

ATTACHMENT B
UNIFORMED FIRE SALARY SCHEDULE FY2013-2014

PREVENTION

CLASS CODE	RANK	GRADE-STEP	MONTH	ANNUAL	CLASS CODE	RANK	GRADE-STEP	MONTH	ANNUAL
					44016	Fire Prevention Captain, Start	F5 - 1	\$4,637	\$55,649
44201	Fire Prevention Officer Trainee I	F2 - 1	\$3,578	\$42,941	44016	Fire Prevention Captain, 1 Yr.	F5 - 2	\$4,968	\$59,617
44202	Fire Prevention Officer Trainee II	F2 - 1	\$3,578	\$42,941	44016	Fire Prevention Captain, 1 Yr.	F5 - 3	\$5,216	\$62,593
44203	Fire Prevention Officer Trainee III	F2 - 1	\$3,578	\$42,941	44016	Fire Prevention Captain, 1 Yr.	F5 - 4	\$5,478	\$65,734
					44016	Fire Prevention Captain, 1 Yr.	F5 - 5	\$5,752	\$69,018
44005	Fire Prevention Officer, Start	F2 - 3	\$3,679	\$44,150	44016	Fire Prevention Captain, 1 Yr.	F5 - 6	\$6,039	\$72,467
44005	Fire Prevention Officer, 1 Yr.	F2 - 6	\$3,876	\$46,511	44016	Fire Prevention Captain, 1 Yr.	F5 - 7	\$6,340	\$76,080
44005	Fire Prevention Officer, 1 Yr.	F2 - 8	\$4,142	\$49,700	44016	Fire Prevention Captain, 1 Yr.	F5 - 8	\$6,657	\$79,883
44005	Fire Prevention Officer, 1 Yr.	F2 - 9	\$4,348	\$52,176	44016	Fire Prevention Captain, 1 Yr.	F5 - 9	\$6,990	\$83,875
44005	Fire Prevention Officer, 1 Yr.	F2 - 10	\$4,565	\$54,780	44016	Fire Prevention Captain, 1 Yr.	F5 - 10	\$7,339	\$88,068
44005	Fire Prevention Officer, 1 Yr.	F2 - 11	\$4,795	\$57,538	44016	Fire Prevention Captain	F5 - 11	\$7,706	\$92,471
44005	Fire Prevention Officer, 1 Yr.	F2 - 12	\$5,033	\$60,396					
44005	Fire Prevention Officer, 1 Yr.	F2 - 13	\$5,285	\$63,420					
44005	Fire Prevention Officer, 1 Yr.	F2 - 14	\$5,550	\$66,596	44025	Fire Prevention Section Chief, Start	F6 - 1	\$5,088	\$61,058
44005	Fire Prevention Officer	F2 - 15	\$5,827	\$69,921	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 2	\$5,451	\$65,409
					44025	Fire Prevention Section Chief, 1 Yr.	F6 - 3	\$5,722	\$68,663
44014	Fire Senior Prevention Officer, Start	F3 - 1	\$3,679	\$44,150	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 4	\$6,009	\$72,112
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 2	\$3,876	\$46,511	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 5	\$6,311	\$75,730
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 3	\$4,142	\$49,700	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 6	\$6,625	\$79,505
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 4	\$4,348	\$52,176	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 7	\$6,956	\$83,473
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 5	\$4,565	\$54,780	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 8	\$7,305	\$87,657
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 6	\$4,795	\$57,538	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 9	\$7,671	\$92,047
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 7	\$5,033	\$60,396	44025	Fire Prevention Section Chief, 1 Yr.	F6 - 10	\$8,054	\$96,649
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 8	\$5,285	\$63,420	44025	Fire Prevention Section Chief	F6 - 11	\$8,456	\$101,481
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 9	\$5,549	\$66,585					
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 10	\$5,827	\$69,921					
44014	Fire Senior Prevention Officer, 1 Yr.	F3 - 11	\$6,118	\$73,418					
44014	Fire Senior Prevention Officer	F3 - 12	\$6,424	\$77,089					
44015	Fire Prevention Lieutenant, Start	F4 - 1	\$4,226	\$50,713					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 2	\$4,535	\$54,421					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 3	\$4,762	\$57,140					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 4	\$5,000	\$59,995					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 5	\$5,250	\$62,999					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 6	\$5,512	\$66,138					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 7	\$5,789	\$69,466					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 8	\$6,078	\$72,938					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 9	\$6,381	\$76,576					
44015	Fire Prevention Lieutenant, 1 Yr.	F4 - 10	\$6,700	\$80,404					
44015	Fire Prevention Lieutenant	F4 - 11	\$7,035	\$84,424					

The number of years indicated beside the Rank indicate the minimum number of years that an officer must be in the Step prior to being eligible for the next Step in the Rank. If officers are not given a step pay increase in any fiscal year for budgetary reasons, when step pay increases are resumed in a subsequent fiscal year, it is expected that officers' pay will only increase one step (if they meet the eligibility requirements). Officers should not expect a double-step in order to make up for step increases not previously given for budgetary reasons in any fiscal year.