

**EXHIBIT**

**"A"**

MEET AND CONFER  
AGREEMENT

BETWEEN

THE CITY OF ROUND ROCK

AND

THE ROUND ROCK FIRE FIGHTERS  
ASSOCIATION, IAFF LOCAL 3082

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016

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## **ARTICLE 1 DEFINITIONS**

The following definitions apply to terms used in this Agreement.

1. "Association" means the Round Rock Fire Fighters Association, IAFF Local 3082.
2. "Chief" means the Fire Chief of the Round Rock Fire Department or their designee.
3. "City" means the City of Round Rock, Texas.
4. "Firefighter" means the same as is currently defined in Texas Local Government Code, Section 143.003.
5. "Day" is defined as a calendar day unless specifically noted in the paragraph where mentioned.

## **ARTICLE 2 PARTIES & PURPOSE OF AGREEMENT**

**Parties.** The parties to this Agreement are the City and the Association. The foregoing may be collectively referred to as the "Parties".

**Purpose.**

WHEREAS, the City has voluntarily endorsed the practices and procedures of the statutory meet and confer process as an orderly way of conducting its relations with its firefighters, insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the rights to operate the City government effectively in a responsible and efficient manner; and

WHEREAS, the Association has pledged to support the service and mission of the Round Rock Fire Department and to abide by the statutorily imposed no strike or work slowdown obligations placed upon it; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE mutual covenants and agreements herein contained, the parties mutually agree as follows:

## **ARTICLE 3 RECOGNITION**

The City recognizes the Association as the sole and exclusive bargaining agent for all Firefighters as that term is defined in Chapter 142 of the Texas Local Government Code, with the sole exception of the Fire Chief and exempt employees specified by the Statute.

The Association recognizes its responsibility as the exclusive representative under Chapter 142 and agrees to fairly represent all firefighters in the Department covered by this Agreement.

## **ARTICLE 4 MANAGEMENT RIGHTS**

### **Retained Rights – General**

The City retains all inherent rights to manage the Fire Department and its work force which it presently enjoys, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights shall not be in conflict with Chapter 143 of the Texas Local Government Code. Said rights shall include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the determination of the size of the work force, and the assignment of work to firefighters within the department, including the right to transfer firefighters; the determination of policy affecting the selection of new firefighters; the right to establish the services and programs provided by the department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurement and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

### **Retained Right of Independent Investigation**

The Chief and the City Manager fully retain their rights to independently investigate firefighter conduct.

## **ARTICLE 5 TERM**

This Agreement shall be effective the \_\_\_\_ day of \_\_\_\_\_, 2016 and shall remain in full force and effect until September 30, 2018.

## **ARTICLE 6 WAGES AND BENEFITS**

### **1. Base Wages**

- a) For Fiscal year starting October 1, 2015 FY 2016, Exhibit A shall apply to all firefighters covered by this Agreement.
- b) For Fiscal year starting October 1, 2016 FY 2017, Exhibit B shall apply to all firefighters covered by this Agreement.
- c) For Fiscal year starting October 1, 2017 FY 2018, Exhibit C shall apply to all firefighters covered by this Agreement.



**ARTICLE 7  
EDUCATION AND ASSIGNMENT PAY**

**1. Education Pay**

It is understood that there are minimum requirements for education and Texas Commission on Fire Protection (TCFP) certificates for the Fire Department. In the event that a firefighter possesses more than the minimum education and/or certification requirements for his/her rank, said firefighter shall be entitled to Certificate and Education pay. For the term of this Agreement, firefighters shall be entitled to receive Certificate and Education pay pursuant to Section 2-78 (F), Code of Ordinances (2010 edition), City of Round Rock in the amounts set forth in the attached Exhibit D. Education pay shall only be payable for degrees from an accredited college or university.

**2. Assignment Pay**

It is further understood that the City has established an Assignment Pay Plan and a firefighter performing a qualifying assignment assigned by the Fire Chief is entitled to Assignment pay pursuant to Section 2-78(E), Code of Ordinances (2010 Edition), City of Round Rock. For the term of this Agreement, firefighters shall receive Assignment pay in the amounts set forth in the attached Exhibit E. Section 2-78(E) shall be amended subsequent to execution of this Agreement to incorporate the revisions set forth in Exhibit E.

**ARTICLE 8  
WORK SCHEDULES**

- 1. Suppression Personnel.** Suppression personnel will work a rotating schedule of twenty-four (24) hours on duty, followed by forty-eight (48) hours off-duty. The schedule will consist of an average fifty-six (56) hour work week. The work period is three (3) consecutive weeks, or twenty-one (21) calendar days, beginning at 7:00 a.m. Sunday and ending twenty-one (21) calendar days later. One (1) work shift shall equal two (2) twelve (12) hour work days. Each firefighter on each shift reports for duty at the beginning of the scheduled shift, and is on duty, including meal breaks, for the entire 24 hours, for a total of 168 regularly scheduled hours worked per 21-day work period.

**Example Schedule for 56 Hour Work Week**

S	M	T	W	TH	F	S
17	7	OFF	17	7	OFF	17
7	OFF	17	7	OFF	17	7
OFF	17	7	OFF	17	7	OFF

- 2. Administrative Personnel.** Administrative personnel will work a forty (40) hour work week, Monday through Friday, beginning at 8:00 a.m. and ending at 5:00 p.m. each day. Lunches and breaks will be consistent with the City's personnel policies.

The Chief, at his/her sole discretion may authorize a four (4) day work week. In such event, administrative personnel shall be scheduled to work a forty (40) hour week, ten (10) hours per day. The four days will be scheduled for Monday through Friday.

3. **Modified Schedules.** Notwithstanding the foregoing, when the Chief determines in his/her sole discretion that a public or operational necessity exists, the Chief may require assignments other than according to the regular work schedule for efficiency of service or to protect the public's health, safety, or welfare.
4. **Vacation Slots.** There will be six (6) dedicated slots per shift through the length of this agreement for vacation or holiday leave. Training, FMLA, On the Job Injury (OJI), or Military leave will not stop the assignment and firefighters use of vacation slots that they have chosen as per the vacation slot bidding process, or at another time throughout the year. If another full crew is added in the future, for example; the NW fire station, an addition of 1 extra slot per shift should occur. In the event a firefighter changes shifts, the firefighter will be allowed to keep their vacation days on his/her new shift.

#### 5. **Higher Class (HiC)/Acting Pay**

##### a) **Fire Department**

Acting Pay must be authorized by the Battalion Chief, Assistant Chief or Chief. No acting pay assignment will continue longer than six (6) months without the written approval of the Fire Chief.

##### b) **For Suppression Personnel**

In the event that a firefighting employee is required to perform the duties of a particular classification other than the job title to which he or she is assigned, he or she will be paid the salary prescribed for that classification provided that the employee has performed in that capacity for at least four (4) consecutive hours or more.

Employees who are authorized for acting pay will receive a pay increase equal to their current step for the rank they are temporarily serving in.

##### c) **For Administrative Personnel**

Eligibility for acting pay begins after the employee has completed at least twenty-four (24) hours of duty time in the acting role, in the same eighty (80) hour working period. After meeting the twenty-four (24) hour requirement, the employee will be paid acting pay from the first day in the acting position.

### **ARTICLE 9 NEW HIRES, PROMOTIONS AND TRANSFERS**

1. **Promotional Material.** A valid source list of promotional materials will be posted as prescribed in 143.029 of the Local Government Code. The valid source list will remain in effect for the duration of this agreement unless an edition changes or the edition is no longer available.
2. **Vacancy.** If a vacancy occurs while a valid promotional list exists, the next person at the top of the list shall be promoted, prior to list expiration date unless the Fire Chief follows the guidelines set forth in paragraphs (f) and (g) of §143.036 TLGC.

3. **Transfers.** Internal transfer requests shall be considered and determined in accordance with the Fire Department's policy which is attached hereto as Exhibit F.
4. **Written Entrance Exam.** An additional three (3) points shall be added to the examination grade of an applicant who holds a paramedic certification or license through the National Registry Certification or the Texas Department of State Health Services and makes a passing grade on the exam. An applicant's medical certification[s] shall no longer be a criteria in breaking a tie between applicants with the same grade on the entrance eligibility list.

## **ARTICLE 10 APPOINTMENT OF ASSISTANT FIRE CHIEFS**

1. The Chief shall have the right to appoint two (2) Assistant Fire Chiefs, who rank immediately above the rank of Battalion Fire Chief and rank below the Fire Chief in the chain of command.
2. Appointments to the rank of Assistant Fire Chief shall be by the Chief at his/her sole discretion, provided that the employee promoted is a classified, sworn member of the Round Rock Fire Department and occupies the rank of either Battalion Fire Chief or Captain and has received at least a Bachelor's Degree from an accredited educational institution.
3. Persons appointed to the rank of Assistant Fire Chief shall remain as a classified firefighter under TLGC 143 and shall receive all benefits and rights they are entitled to under TLGC 143. They will also be subject to the overall City policies, regulations and benefits they are entitled to under this Agreement.
4. Any person appointed to the rank of Assistant Fire Chief may be demoted to the rank from which he/she was promoted at the sole discretion of the Chief without appeal to the Commission and/or Arbitration. Any person appointed to such rank may voluntarily return to the rank from which he/she was promoted from at any time. Upon demotion, or voluntary return to the previously held rank pursuant hereto, that employee's pay shall return to the amount previously received prior to the appointment. The employee will continue to receive all benefits provided in TLGC 143 and this Agreement as if he/she had served in either rank on a continuous basis throughout his/her tenure as an Assistant Fire Chief.
5. A person appointed to the rank of Assistant Fire Chief may be disciplined up to and including indefinite suspension for cause, provided that such discipline shall be subject to appeal as set forth in TLGC 143 as for all classified employees in the Department.

## **ARTICLE 11 DISCIPLINARY REVIEW BOARD**

The procedures for the Disciplinary Review Board shall be carried out in accordance with the policy of the Fire Department, as set forth in Exhibit G, attached hereto and incorporated herein for all purposes. The Chief may make amendments to the procedures with the consent of the Association.

**ARTICLE 12**  
**ALTERNATE DISPUTE RESOLUTION**

- 1. Agreement to Negotiate First to Resolve Issues.** The parties agree to attempt first to resolve disputes concerning this Agreement amicably by promptly entering into negotiations in good faith. The parties agree that they will not refer any dispute to another dispute resolution procedure including mediation or litigation until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner.
- 2. Mediation.** If a dispute arises that cannot be resolved through negotiation, before either party seeks litigation, the parties agree to first try to resolve the dispute with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and the Association shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

**ARTICLE 13**  
**MISCELLANEOUS**

**1. Payroll Deduction of Dues**

The City agrees to deduct dues and assessments, in an amount certified to be current by the Treasurer of the Association, from the pay of those firefighters who request through a direct deposit form that such deductions be made.

**2. Discrimination Prohibited**

Neither the City nor the Association shall discriminate with regard to the implementation of any term or condition of this Agreement, against any firefighter covered by this Agreement in a manner which discrimination would violate any applicable federal or state law or any City ordinances on the basis of race, creed, color, national origin, age, sex, sexual orientation, or disability.

**3. Association Membership or Activity**

Neither the City nor the Association shall interfere with the right of firefighters covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against such firefighters because of lawful Association membership or non-membership activity or status.

**4. Association Activity**

Association members or officers shall not conduct Association Business on City time, except as specified by this Agreement or as further authorized by the City Manager or the Chief. The Association may hold meetings pertinent to Association business on Fire Department property, provided that permission for such meeting is obtained in advance from the Chief.

## **5. Conflict with Chapter 143**

To the extent that this Agreement is in conflict with or changes TLGC 143, or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision, as authorized by Section 142.067 of the TLGC.

## **6. Subjects and Issues**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to raise issues and make proposals with respect to any subject or matter not removed by law from the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **7. Amendment of the Agreement**

This Agreement may be amended during its term by the parties only by written mutual agreement.

## **8. Effect of Illegal Provision**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision.

## **9. Change in Authorized Representative**

During the term of this Agreement, if there is a withdrawal of recognition of the Association pursuant to Section 142.056 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 and engage in negotiations with the successor organization, if any.

## **10. Funding Obligations**

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 or any other funds lawfully available therefore 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 WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED  
BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
2016.

CITY OF ROUND ROCK

ROUND ROCK FIREFIGHTERS ASSOCIATION  
IAFF LOCAL 3082

\_\_\_\_\_  
Alan McGraw, Mayor

  
\_\_\_\_\_  
Billy Colburn, President

# EXHIBIT A

Base	Firefighter FY 16 Scale			Driver FY 16 Scale			Lieutenant FY 16 Scale			Captain FY 16 Scale			Battalion Chief FY 16 Scale		
	Annual	Hrly		Annual	Hrly		Annual	Hrly		Annual	Hrly		Annual	Hrly	
1	\$47,205.08	\$16.21													
2	\$50,186.96	\$17.23													
3	\$52,512.28	\$18.03		\$58,058.40	\$19.94										
4	\$53,762.96	\$18.46		\$59,438.27	\$20.41										
5	\$55,042.89	\$18.90		\$60,851.02	\$20.90		\$67,263.49	\$23.10		\$77,332.52	\$26.56				
6	\$55,857.35	\$19.18		\$61,751.38	\$21.21		\$68,258.70	\$23.44		\$78,487.37	\$26.95				
7	\$56,699.62	\$19.47		\$62,682.54	\$21.53		\$69,287.99	\$23.79		\$79,676.80	\$27.36				
8	\$57,546.40	\$19.76		\$63,618.65	\$21.85		\$70,322.74	\$24.15		\$80,872.43	\$27.77				
9	\$58,418.36	\$20.06		\$64,582.66	\$22.18		\$71,388.36	\$24.52		\$82,075.29	\$28.19		\$88,937.79	\$30.54	
10	\$59,294.98	\$20.36		\$65,551.77	\$22.51		\$72,459.60	\$24.88		\$83,305.42	\$28.61		\$90,272.39	\$31.00	
11	\$60,177.01	\$20.67		\$66,526.86	\$22.85		\$73,537.41	\$25.25		\$84,559.11	\$29.04		\$91,614.98	\$31.46	
12	\$61,078.94	\$20.97		\$67,523.95	\$23.19		\$74,639.58	\$25.63		\$85,841.21	\$29.48		\$92,988.08	\$31.93	
13	\$61,998.10	\$21.29		\$68,540.11	\$23.54		\$75,762.83	\$26.02		\$87,129.98	\$29.92		\$94,387.52	\$32.41	
14	\$62,937.99	\$21.61		\$69,579.21	\$23.89		\$76,911.46	\$26.41		\$88,423.63	\$30.37		\$95,818.76	\$32.90	
15	\$63,882.89	\$21.94		\$70,623.82	\$24.25		\$78,066.16	\$26.81		\$89,756.42	\$30.82		\$97,257.34	\$33.40	
16	\$64,831.51	\$22.26		\$71,672.51	\$24.61		\$79,225.33	\$27.21		\$91,095.25	\$31.28		\$98,701.24	\$33.89	
17	\$65,808.64	\$22.60		\$72,752.76	\$24.98		\$80,419.43	\$27.62		\$92,470.58	\$31.76		\$100,189.00	\$34.41	
18	\$66,790.33	\$22.94		\$73,838.02	\$25.36		\$81,619.03	\$28.03					\$101,683.37	\$34.92	
	\$67,798.63	\$23.28		\$74,952.73	\$25.74		\$82,851.23	\$28.45					\$103,218.63	\$35.45	

# EXHIBIT B

	Firefighter FY 17 Scale		Driver FY 17 Scale		Lieutenant FY 17 Scale		Captain FY 17 Scale		Battalion Chief FY 17 Scale	
	Annual	Hrly	Annual	Hrly	Annual	Hrly	Annual	Hrly	Annual	Hrly
Base	\$48,487.54	\$16.65								
1	\$51,471.58	\$17.68								
2	\$53,689.37	\$18.44	\$59,205.75	\$20.33						
3	\$55,412.03	\$19.03	\$61,102.74	\$20.98						
4	\$57,193.22	\$19.64	\$63,064.46	\$21.66	\$69,534.59	\$23.88				
5	\$58,045.53	\$19.93	\$64,004.23	\$21.98	\$70,570.74	\$24.23				
6	\$58,918.41	\$20.23	\$64,966.73	\$22.31	\$71,632.01	\$24.60	\$79,353.07	\$27.25	1	
7	\$59,800.33	\$20.54	\$65,939.17	\$22.64	\$72,704.20	\$24.97	\$80,540.80	\$27.66	0	
8	\$60,701.72	\$20.85	\$66,933.12	\$22.99	\$73,800.15	\$25.34	\$81,754.97	\$28.08	.	\$90,577.12
9	\$61,612.42	\$21.16	\$67,937.31	\$23.33	\$74,907.36	\$25.72	\$82,981.53	\$28.50	0	\$91,936.05
10	\$62,532.91	\$21.47	\$68,952.27	\$23.68	\$76,026.43	\$26.11	\$84,221.15	\$28.92	0	\$93,309.34
11	\$63,470.54	\$21.80	\$69,986.15	\$24.03	\$77,166.38	\$26.50	\$85,483.96	\$29.36	0	\$94,708.42
12	\$64,424.08	\$22.12	\$71,037.59	\$24.39	\$78,325.71	\$26.90	\$86,768.28	\$29.80	%	\$96,131.35
13	\$65,395.40	\$22.46	\$72,108.65	\$24.76	\$79,506.69	\$27.30	\$88,076.66	\$30.25		\$97,581.04
14	\$66,376.75	\$22.79	\$73,190.75	\$25.13	\$80,699.80	\$27.71	\$89,398.38	\$30.70		\$99,045.40
15	\$67,367.59	\$23.13	\$74,283.28	\$25.51	\$81,904.39	\$28.13	\$90,732.71	\$31.16		\$100,523.60
16	\$68,380.43	\$23.48	\$75,400.11	\$25.89	\$83,135.81	\$28.55	\$92,096.92	\$31.63		\$102,035.08
17	\$69,403.42	\$23.83	\$76,528.09	\$26.28	\$84,379.50	\$28.98	\$93,474.61	\$32.10		\$103,561.37
18	\$70,447.69	\$24.19	\$77,679.58	\$26.68	\$85,649.15	\$29.41	\$94,881.18	\$32.58		\$105,119.80



[illegible]

## EXHIBIT D

### Sec. 2-78. Fire Department

(f) *Certification and education incentive pay plan.* A certification and education incentive pay plan is hereby established for firefighters, and assignment pay under such plan shall be paid in the following amounts and under the following conditions as established by the fire department or by city ordinance.

- (1) Certification pay shall be paid as follows: (i) intermediate shall be paid at a rate of \$50.00 per month; (ii) advanced shall be paid at a rate of \$100.00 per month; and (iii) master shall be paid at a rate of \$150.00 per month. For a fire department employee to receive certification pay, the employee must (i) be issued a certification by the Texas Commission on Fire Protection or the Texas Department of Health; (ii) attain a level of certification at least one discipline above that which is required for the position held; and (iii) obtain approval of the appropriate compensation level for the certification(s) by the fire chief. The certification pay amounts shall be paid as one cumulative amount based upon the highest certification. A fire department employee who holds an intermediate certificate shall receive \$50.00 per month; a fire department employee who holds an advanced certificate shall receive a cumulative amount of \$150.00 per month; and a fire department employee who holds a master shall receive a cumulative amount of \$300.00.
- (2) Education incentive pay shall be paid as follows: (i) the amount of \$125.00 per month shall be paid to fire department employees holding an associate's degree from an accredited college or university; (ii) the amount of \$240.00 per month shall be paid to fire department employees holding a bachelor's degree from an accredited university; (iii) the amount of \$320.00 per month shall be paid to fire department employees holding a master's degree from an accredited college or university. A fire department employee with a minimum of sixty (60) hours from an accredited college or university, but without an associate's, bachelor's, or master's degree, who has received education incentive pay on or before November 6, 2014 shall continue receiving the amount of \$125.00 in education incentive pay, as if the employee held an associate degree.

## EXHIBIT E

### Sec. 2-78. Fire Department

(e) *Assignment pay plan.* An assignment pay plan is hereby established for firefighters, and assignment pay under such plan shall be paid in the following amounts and under the following conditions as established by the fire department or by city ordinance. The maximum number of assignment pay areas allowed for any firefighter not participating as assigned to a FRAP team member, arson team, technical rescue station, hazmat station or a wildland station is two, ~~with the exception of any firefighter assigned to a technical rescue or a hazmat station.~~ The maximum number of assignment pay areas for a firefighter assigned to a FRAP personnel and for non-FRAP personnel assigned to a technical rescue or a hazmat station team, arson team, technical rescue station, hazmat station or a wildland station, is three.

- (1) *Technical rescue personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized technical rescue team which performs technical rescues, i.e., confined space rescue, heavy rescue, high angle rope rescue, swift water rescue, and trench rescue. A technical rescue technician assigned to the technical rescue response station shall be paid an additional \$75.00 per month.
- (2) *Technical rescue team supervisor.* The amount of \$250.00 per month shall be paid to a person who supervises the technical rescue team. In addition to having a mastery of the specialized team training, the technical rescue team supervisor manages all three work shifts, coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive training and professional development program encompassing technical rescue team goals and objectives.
- (3) *Hazardous materials personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized hazardous materials response team which identifies, stabilizes, and mitigates the community's exposure to hazardous chemicals. A hazardous materials technician assigned to a hazardous materials response station shall be paid an additional \$75.00 per month.
- (4) *Hazardous materials response team supervisor.* The amount of \$250.00 per month shall be paid to a person who supervises the hazardous materials team. In addition to being certified as a hazardous materials technician and having a mastery of the specialized team training, the hazardous materials response team supervisor manages all three work shifts, coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive training and professional development program encompassing hazardous materials team goals and objectives.
- (5) Wildland fire personnel. The amount of \$75.00 per month shall be paid to persons assigned to a specialized wildland fire team which performs wildand duties. A firefighter on the wildland fire team assigned to the wildland fire response station shall be paid an additional \$75.00 per month for a total of \$150.00 per month.
- (6) Wildlife team coordinator. The amount of \$250.00 per month shall be paid to a person who coordinates the wildland fire personnel.

- (57) *Air management personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized air management team which repairs, maintains, and annually tests self-contained breathing apparatus in accordance with NIOSH and NFPA standards.
- (68) *First responder advanced provider (FRAP) personnel.* The amount of \$100.00 per month shall be paid to ~~persons specially trained in medical advanced life support skills and assigned to a specialized first responder advanced provider (FRAP) team, upon assignment by the medical director into the FRAP credentialing process~~ firefighters assigned to a paramedic school while acquiring special medical training and prior to being assigned to a specialized first responder advanced provider (FRAP) team. The amount of \$200.00 per month shall be paid to ~~FRAP team members upon being FRAP-credentialed by the medical director~~ firefighters while undergoing the medical director's clearing process. The amount of \$300.00 per month shall be paid to ~~persons upon the completion of one year as a credentialed FRAP team member. FRAP team members, composed of paramedics and intermediates, are credentialed by the medical director to use specialized equipment to perform advanced medical intervention on those requiring hospital care related to medical and trauma emergencies~~ EMT-intermediate or equivalent certification to FRAP team members credentialed by the medical director. The amount of \$375.00 per month shall be paid to EMT-paramedic FRAP team members credentialed by the medical director. Paramedics and intermediates who are not participating as FRAP team members shall not receive assignment pay.
- (7) ~~*Emergency medical coordinator.* The amount of \$300.00 per month shall be paid to a person serving as emergency medical services coordinator. The emergency medical coordinator coordinates with state, county, and local entities and vendors; administers FRAP programs, first responder organization (FRO) programs, and all programs associated with delivery of a comprehensive fire-based FRAP/FRO program including emergency medical training and professional development programs encompassing emergency medical services training, and health and safety programs.~~
- (8) ~~*Fire inspectors.* The amount of \$300.00 per month shall be paid to a person who assists the battalion chief of prevention (fire marshal) coordinate and conduct fire and life safety inspections in occupancies within the city, performs building plan reviews for new construction, enforces fire codes, issue citations, and develops and maintains written records of all fire code violations.~~
- (9) *Arson investigators.* The amount of \$75150.00 per month shall be paid to a person assigned to a specialized arson investigation team certified by the Texas Commission of Fire Protection as an arson investigator and assigned by the Fire Chief.
- (10) ~~*Battalion chief of prevention (fire marshal).* The amount of \$300.00 per month shall be paid to the battalion chief of prevention (fire marshal) who supervises fire inspectors and arson investigators, coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive fire prevention and fire safety and education~~

~~program encompassing annual inspections, performs plan reviews for new construction, enforces fire codes, issues citations, and maintains required records and forms.~~

- (10) Administrative assignment. The amount of \$300.00 per month shall be paid to a person who is assigned by the Fire Chief to perform one of the following administrative roles: training specialist; training officer; emergency preparedness coordinator; battalion chief of prevention (fire marshal); fire inspector; emergency medical coordinator; or special projects. For special projects assignment only, a prorated amount of \$1.875 per hour will be received for special projects that last less than 30 days. A person temporarily assigned to light duty, modified duty, or administrative assignment during a disciplinary investigation is not eligible for administrative assignment pay.
- (11) ~~Training specialist.~~ The amount of \$300.00 per month shall be paid to a person who assists the battalion chief of training with the delivery of a comprehensive fire-based training and professional development program, encompassing hazardous materials training, health and safety programs, and fire suppression methods.
- (12) ~~Training officer.~~ The amount of \$300.00 per month shall be paid to the battalion chief of training who supervises training specialists and the emergency medical coordinator, coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive training and professional development program encompassing emergency medical services training, fire-based training, health and safety programs, and fire suppression methods.
- (13~~1~~) Bilingual support team personnel. The amount of \$100.00 per month shall be paid to members of a team composed of persons who are working on developing fluency in conversational Spanish and who successfully pass an annual level 1 examination in this area, and such team members shall handle Spanish translation responsibilities on assigned shifts. The amount of \$200.00 per month shall be paid to members of a team composed of persons who speak conversational Spanish and who successfully pass an annual level 2 fluency examination, and such team members shall handle Spanish translation responsibilities as an essential function of their employment with the city. The battalion chief of training shall be responsible for maintaining an up-to-date roster of fire department bilingual support team personnel, scheduling the annual level 1 and level 2 examinations, and notifying the director of human resources of test outcomes and eligibility of persons to receive such assignment pay.
- (14) ~~Special projects personnel.~~ The amount of \$300.00 per month shall be paid to a person who is assigned by the fire chief to perform special projects. Assignment pay for such projects that last for less than 30 days shall be prorated at a rate of \$1.875 per hour.
- (15) ~~Emergency preparedness coordinator.~~ The amount of \$300.00 per month shall be paid to a person who serves as the city's emergency preparedness coordinator. The emergency management coordinator coordinates emergency preparedness issues with federal, state, county, and local officials, maintains the city's emergency operations plan, trains city personnel in emergency preparedness roles, exercises the city's emergency plan and

conducts drills pursuant to federal and state mandates, and has primary responsibility for the city's preparedness to respond, mitigate, and recover from natural and manmade disasters. This person coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive training and professional development program encompassing emergency preparedness.

EXHIBIT F



1024  
Transfer Request

Certified Current:

Supersedes:

Certified by:  
RRFD Chief  
David Coatney

**Objective**

To establish a procedure to request transfers or trades in assignments.

**Scope**

This includes all civil service personnel.

**Policy**

All assignments in the Fire Department are made at the discretion of the Fire Chief. No employee has a right to determine where or when he/she will work. Approval or denial of trades and assignment to positions is based upon the good of the Department and mission essential justification.

**Procedure**

*Requesting Trades in Assignments or Requesting Assignment to Vacant Positions*

1. Employees who desire to trade assignments or who desire assignment to a position that is vacant or may become vacant, must be of equal rank at the time the trade or transfer is requested.
2. Employees requesting trade of assignments or transfers must forward their request, in writing, via their chain of command. The request may be made by transfer request form, letter, or email.
3. The written request must contain any special requests such as: keeping a crew together, only going if someone does or does not go, etc. (This is often referred to as a "me too" clause.)
4. Each current and receiving company officer and Battalion Chief shall approve or deny requested assignments based upon the good of the Department and mission essential justifications. Reasons for denials must be in writing.
5. If an officer disapproves a request, the officer must sign the request and state the reasons for disapproval, in writing, and the employee will be informed of the reasons. The disapproving officer shall send the Fire Chief an email copy of the request and the reason for disapproval. The employee may request to appeal the denial directly to the Fire Chief, who will have the final decision.
6. An employee may request as many transfers to vacant or potentially vacant assignments, as desired. Once a transfer request is honored, all of the remaining requests from that employee will be removed from the file and the employee cannot submit another transfer request for at least one (1) year.
7. Personnel assigned to or transferred to divisions requiring specialized training; such as, Fire Prevention/Arson, Training, HazMat, Technical Rescue, other administrative assignment, etc., will be required to remain in those divisions for a minimum period of two (2) years.
8. A request to trade or transfer may be withdrawn, in writing, prior to the processing of the transfers.
9. An employee who is awarded a position that they requested, may not decline the position once offered.

Green



February 1, 2016

Announcement of Vacancy

- Current vacancies will be advertised by Departmental email. Transfer requests will be accepted for a two (2) week period, outlined in the announcement. Subsequent vacancies created by filling of other vacancies will not be announced, but may be requested.

Filling of Positions

1. The date the trade requests will be processed must be posted two (2) weeks prior to processing, to allow the applicant to withdraw a trade request.
2. The vacancies will be filled starting at the highest rank and working down through the ranks to firefighter.
3. When filling vacancies within a rank, the person with the most seniority in the department will get first preference. All of that individual's preferences/requests will be considered before proceeding to the next person. An attempt will be made to honor the top preferences of all requesters.
4. No person shall forcibly displace another.
5. Attempts will be made to fill vacancies with personnel who have submitted a transfer request form.
6. After all transfer requests are exhausted, or if no one has submitted a request form, the Battalion Chiefs will recommend personnel to fill the vacancies. Employees with the least seniority will be considered first to fill these positions.
7. Specialized positions; such as, Fire Prevention/Arson, Training, HazMat, Technical Rescue, other administrative assignments, etc., may require an interview before the assignment is made. When the interview process is used, the decision of the interview panel will determine who receives the assignment, not seniority in the department.
8. When employees, who are in divisions that require specialized training, transfer out of the division, an orderly schedule of out transfer and in transfer will take place so that operations are not impaired in that division.



February 1, 2016

## Round Rock Fire Department Transfer Request Form

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Current Shift/Station: \_\_\_\_\_

Rank: \_\_\_\_\_

Special Qualifications: \_\_\_\_\_

I request to transfer from my present assignment to an open vacancy within the department as indicated below. I understand that I do not have a right of self-determination of where or when I will work. My request(s) should be considered in the following order:

Request #	Shift/Station	Receiving Company Officer	
			Signature
1		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
2		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
3		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
4		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
5		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
6		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
7		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
8		<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	

Attach any additional documents, explanations, or "me too" requests.

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Current Chain of Command Approval

Current Company Officer		Current Battalion Chief	
	Signature		Signature
<input type="checkbox"/> Approve		<input type="checkbox"/> Approve	
<input type="checkbox"/> Disapprove		<input type="checkbox"/> Disapprove	

### Receiving Shift Supervisor Approval

Receiving Battalion Chief		Receiving Battalion Chief	
	Signature		Signature
<input type="checkbox"/> Approve		<input type="checkbox"/> Approve	
<input type="checkbox"/> Disapprove		<input type="checkbox"/> Disapprove	

Attach any additional relevant documents and/or explanations.

4-01012

## EXHIBIT G



1401  
Disciplinary Review Board  
Certified Current: December 1, 2013  
Supersedes: N/A

Certified by:  
RRFD Chief  
(David Coatney)

**Purpose** The primary purpose of the Discipline Review Board (DRB) is to provide peer review of allegations and offenses committed by uniformed personnel, and provide the Fire Chief with recommendations of disciplinary actions. The DRB is charged with looking at the totality of the allegations or charges, the employee's history, Department Policies and Procedures, Department Rules and Regulations, City Policies and Procedures, Local and State Civil Service, and any other policies, rules, regulations, or laws that may pertain to the case. The DRB can periodically review the Rules and Regulations and provide guidance in modifying their content.

### Scope

This policy applies to all uniformed personnel. Discipline being reviewed and recommendations made to the Chief by the DRB will be in accordance with Sections A-1.2.3 through A-1.2.7 of the Rules and Regulations effective May 1, 2013.

### Guideline

The Round Rock Fire Department shall develop and maintain a Disciplinary Review Board or DRB.

The Executive Officer shall be designated as the DRB coordinator and shall facilitate meetings.

The DRB shall consist of a minimum of eight members.

There must be a minimum of five members in attendance at all hearings, meeting the following criteria\*:

1. At minimum one officer
  2. At minimum one non-officer
  3. At minimum one Association member
  4. At minimum one employee assigned to each shift
  5. At minimum one member of administration
- (\*Note- one person may satisfy more than one criterion.)

The DRB shall ensure:

1. That a thorough investigation of the circumstances was performed.
2. That no employee shall be singled out, made an example of, or faced with punitive measures that are overly aggressive based on the offense(s) committed.
3. That any recommendations will be based on the discipline matrix and the employee's history of offenses.
4. That a fair and unbiased recommendation be made to the Fire Chief regarding the offense(s).

The Fire Chief may issue discipline, without going through the DRB, if time constraints prohibit doing so.

### Procedure

The following is a timeline of events and actions to be taken:

- 1) Alleged misconduct occurs
- 2) Alleged misconduct is discovered—143.052(h)

## EXHIBIT G

1401  
January 1, 2012

- i) 180 days from this date to issue discipline if misconduct does not involve a pending criminal investigation.
- ii) If misconduct involves a pending criminal investigation, may issue a complaint within 30 days of final disposition of criminal case.—143.052(h), 143.056
- 3) Employee is issued a copy of signed personnel complaint.—614.023(b)
- 4) Misconduct is investigated—614.023(c)(1)
- 5) Facts and Findings of Investigation
  - a) Employee receives a copy.
  - b) DRB coordinator receives a copy.
  - c) Employee receives notice of intent to bring to DRB. Employee may request settlement without going to DRB (any agreed discipline must be within the guidelines of the discipline matrix).
- 6) DRB coordinator issues date/time of pre-disciplinary hearing to DRB members and employee.
- 7) DRB pre-disciplinary hearing conducted.
  - a) DRB determines disposition of allegations.
  - b) DRB makes recommendation to the Fire Chief on discipline.
  - c) Fire Chief schedules meeting with firefighter and association representative to discuss findings and potential discipline, if, requested by firefighter being investigated.
- 8) Fire Chief issues employee discipline
  - a) Amount/type of discipline
    - i) Suspension of up to 15 days—143.052(b)
    - ii) Suspension of 16-90 days—143.052(g)
    - iii) Indefinite suspension—143.052(b)
    - iv) Demotion—143.054
  - b) Notification requirements
    - i) Fire Chief immediately delivers a copy of the written statement in person to the employee—143.052(c)
    - ii) Fire Chief files a written statement with the Civil Service Director within 120 hours—143.052(c)
    - iii) Written statement must include information for the employee's right to appeal—143.052(d)
- 9) Employee may meet with the Fire Chief to discuss lesser discipline within 3 days. The Fire Chief may offer less than indefinite suspension, if the employee agrees to and accepts the offer within 5 days—143.052(g)
- 10) Employee may file a request for appeal within 10 days of receiving the written notice—143.052(d), 143.057
  - a) Civil Service Director
    - i) Schedules appeal hearing within 30 days with Civil Service Commission—143.053(b), 143.057(b)
    - ii) If employee requested a 3<sup>rd</sup> party arbitrator, the Civil Service Director and the employee (or employee's representative) agree on an arbitrator and schedule hearing date/time/location. —143.057(d)
- 11) Appeal hearing—143.057(e)
- 12) Decision of appeal hearing rendered—143.057(h)
- 13) Discipline carried out.

### References:

Texas Local Government Code Title 5, Subtitle A, Chapter 143 Municipal Civil Service for Firefighters and Police Officers

# EXHIBIT G

1401  
January 1, 2012

Texas Local Government Code Title 6, Subtitle A, Chapter 614 Peace Officers and Firefighters



## CITY OF ROUND ROCK INTEROFFICE MEMORANDUM

TO: [insert name], [insert rank]

FROM: Discipline Review Board

DATE: [DATE]

SUBJECT: Discipline Review Board determination and recommendation regarding  
[employee's name]

On [ date ] the Round Rock Fire Department Discipline Review Board reviewed the case file for allegations against [employee's name]. This memo outlines the decision of the Discipline Review Board regarding the allegations outlined in the [ date of complaint ] complaint, the rules that were violated and any recommended discipline.

### Allegation #1

[Allegation as written in the complaint.]

\_\_\_ Unfounded—the allegation is false or not factual

\_\_\_ Exonerated—the incident complained of occurred but was lawful and within policy

\_\_\_ Not sustained—insufficient evidence exists to prove or disprove the allegations

\_\_\_ Sustained—the allegation is supported by sufficient evidence, and/or acts of misconduct were discovered during the investigation which was not alleged during the complaint.

\_\_\_ Policy Failure—the act did occur and was in compliance with department policy. However, it is also determined that the act of misconduct could have been prevented had policy been more clear or complete.

(if sustained or Policy Failure, indicate below which policy(s) were violated:

\_\_\_\_\_  
\_\_\_\_\_

If allegation is sustained, indicate below the recommended discipline:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## EXHIBIT G

1401  
January 1, 2012

### Allegation #2

*[Allegation as written in the complaint.]*

☐ Unfounded—the allegation is false or not factual

☐ Exonerated—the incident complained of occurred but was lawful and within policy

☐ Not sustained—insufficient evidence exists to prove or disprove the allegations

☐ Sustained—the allegation is supported by sufficient evidence, and/or acts of misconduct were discovered during the investigation which was not alleged during the complaint.

☐ Policy Failure—the act did occur and was in compliance with department policy. However, it is also determined that the act of misconduct could have been prevented had policy been more clear or complete.

(If sustained or Policy Failure, indicate below which policy(s) were violated:

\_\_\_\_\_  
\_\_\_\_\_

If allegation is sustained, indicate below the recommended discipline:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above information is collectively submitted by the members present at this Discipline Review Board meeting. |

[insert name]

Printed Name

Signature

Date

[insert name]

Printed Name

Signature

Date

[insert name]

Printed Name

Signature

Date

[insert name]

Printed Name

Signature

Date

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## EXHIBIT G

1401  
January 1, 2012

### Allegation #2

*[Allegation as written in the complaint.]*

☐ Unfounded—the allegation is false or not factual

☐ Exonerated—the incident complained of occurred but was lawful and within policy

☐ Not sustained—insufficient evidence exists to prove or disprove the allegations

☐ Sustained—the allegation is supported by sufficient evidence, and/or acts of misconduct were discovered during the investigation which was not alleged during the complaint.

☐ Policy Failure—the act did occur and was in compliance with department policy. However, it is also determined that the act of misconduct could have been prevented had policy been more clear or complete.

(If sustained or Policy Failure, indicate below which policy(s) were violated:

\_\_\_\_\_  
\_\_\_\_\_

If allegation is sustained, indicate below the recommended discipline:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above information is collectively submitted by the members present at this Discipline Review Board meeting. |

*[insert name]*

Printed Name

Signature

Date

*[insert name]*

Printed Name

Signature

Date

*[insert name]*

Printed Name

Signature

Date

*[insert name]*

Printed Name

Signature

Date

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## ATTACHMENT TO EXHIBIT G

### EXCERPT FROM RULES AND REGULATIONS (Effective May 1, 2013)

A-1.2.3 It is the philosophy of the Fire Department that progressive discipline encourages the proper behavior of employees, while allowing the employee the opportunity to correct behavioral problems prior to termination. With this in mind, the following chart is established as a guideline:

#### Guidelines For Progressive Discipline

Penalty Group	1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense	3 <sup>rd</sup> Offense	4 <sup>th</sup> Offense	Reckoning Period
A	Verbal counseling	Written reprimand	12-24 hour suspension	24-48 hour suspension	180 calendar days
B	Written reprimand	12-24 hour suspension	24-48 hour suspension	48-72 hour suspension	180 calendar days
C	Written reprimand	24-48 hour suspension	48-72 hour suspension	72-96 hour suspension	180 calendar days
D	24-48 hour suspension	48-72 hour suspension	72-96 hour suspension	120- Indefinite suspension	365 calendar days (1yr)
E	48-72 hour suspension	72-120 hour suspension	Indefinite suspension		730 calendar days (2yrs)
F	72-120 hour suspension	Indefinite suspension			1825 calendar days (5yrs)
G	Indefinite suspension				N/A

A-1.2.4 All penalties recommended for offenses covered in the Rules and Regulations shall consider the recommended guidelines. Nothing in the Rules and Regulations, however; shall limit the penalty which the Fire Chief may impose, provided that, in imposing any penalty which is less than or which exceeds the chart guidelines, the Fire Chief states in writing his/her reasons for imposing such penalty.

A-1.2.5 The "Reckoning Period" is the period during which an offense can still be considered a prior offense when calculating the number of offenses an individual has for the determination of an appropriate penalty. All "Reckoning Periods" shall be computed from the date the penalty was first imposed as outlined in Guidelines for Progressive Discipline chart.

A-1.2.6 When the same offense is committed over time, each commission of the offense may constitute a separate offense and could be subject to disciplinary action.

A-1.2.7 Repeated violations of Civil Service Rules, Department Rules and Regulations, City Policies and Procedures, state or federal law, or any other course of conduct indicating an employee has little or no regard for the obligations of employees, of the Department, shall be cause for dismissal, regardless of the severity of the offenses, any reckoning period, or whether the violations are the same.