

Meet and Confer Agreement Between  
The City of Georgetown  
and  
Georgetown Association of Professional Fire  
Fighters, IAFF Local 3991

October 1, 2019 through September 30, 2022  
Revised: May 18, 2020

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## **DEFINITIONS**

1. "Agreement" means the Meet and Confer Agreement entered between the Georgetown Association of Professional Fire Fighters and the City of Georgetown.
2. "Association" means the Georgetown Association of Professional Fire Fighters, Local 3991, its elected leaders and its collective membership.
3. "City" means the City of Georgetown, its mayor, city council members, city manager, fire chief and those persons designated by the City of Georgetown to manage the city and its fire department.
4. "Commission" means the City of Georgetown Firefighters' and Police Officers' Civil Service Commission.
5. The term "Department" means the Georgetown Fire Department.
6. The term "Department head" means the Chief of the Georgetown Fire Department, designee, or an acting Chief of the Georgetown Fire Department.
7. The term "Fire Fighter" means a member of the Georgetown Fire Department serving in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.
8. "Parties" means the City of Georgetown and the Georgetown Association of Professional Fire Fighters, Local 3991.
9. "Good standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.
10. "Probationary Good Standing" is defined as an employee who is not under investigation, has received a positive evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension during the probationary process(es).

**ARTICLE 1**  
**RECOGNITION**

The CITY OF GEORGETOWN recognizes the GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 3991, as the sole and exclusive bargaining agent for the covered Fire Fighters described in the petition for recognition, excluding the head of the Fire Department and Assistant Fire Chiefs.

**ARTICLE 2**  
**HIRING PROCESS**

**Section 1. Hiring Process**

The Parties agree that the Department head possesses the discretion and authority to establish entry level selection procedures which need not be the same as those established by Chapter 143 and the Department head possesses authority under this article to entirely or partially supplant, delete, supplement or modify sections 143.025 and 143.026 of the hiring process. The Parties agree that the City retains responsibility for the hiring process and any liability for the hiring process.

**Section 2. Eligibility for Beginning Position**

A person may not be certified as eligible for a beginning position in the Department if the person is forty five (45) years of age or older at time of hire.

All Firefighter candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 30 months of hire date.

**Section 3. Probationary Period**

Effective for employees who begin employment following the first full pay period following the adoption of the revised Meet and Confer agreement the probation period shall be as follows:

- A. The probationary period shall begin from the time that the applicant begins the fire academy and the duration shall be determined by the Texas Commission on Fire Protection (TCFP) and Department of State Health Services (DSHS) certification attainment as follows:
  1. Candidates hired with a TCFP Firefighter certification AND DSHS EMT-P certification shall be required to complete a 12-month probationary period.
  2. Candidates hired with a TCFP Firefighter certification AND DSHS EMT-B certification shall be required to complete a 18-month probationary period.
  3. Candidates hired without TCFP Firefighter certification and/or DSHS EMT-B certification, or other combination, shall be required to complete a 24-month probationary period.
  4. All Firefighter candidates that begin employment with the City of Georgetown after August 1, 2020, shall be required to obtain DSHS EMT-P certification within 30-months of hire date. If the candidate has not obtained DSHS EMT-P certification by the conclusion of the initial probationary period, the Fire Chief may extend probation, for a period not to exceed the 30 month window. If the candidate obtains EMT-P certification while on the extended probation and remains in probationary good standing, the probation will be deemed concluded. Failure to obtain EMT-P certification within the aforementioned time-frame shall be grounds for termination for failing to meet the minimum requirements of the Firefighter rank position. For the avoidance of any doubt, the initial probationary period may only be extended by the

Fire Chief if a candidate has not obtained DSHS EMT-P certification, and not for any other reason.

**Section 4. Effect of Contract Expiration**

The provisions of this Article shall remain in full force and effect after expiration of this Agreement as to any hiring process which has been commenced, as determined by the Chief, in substantial reliance upon the provisions of this Article. Any pool of eligible candidates created under the terms of this Article will remain in effect for six (6) months from the date of creation, notwithstanding the expiration of this Agreement, unless exhausted prior to the expiration of six (6) months or unless the duration of the list is set for twelve (12) months.

**Section 5. Statutory Override**

This Article supplants sections 143.023(b), 143.025, 143.026 and 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

**ARTICLE3  
RANK STRUCTURE**

**Section 1. Intent**

In adopting this article, the parties agree to implement the following rank structure .

**Section 2. Rank Structure**

At the convenience of the City, the following rank structure shall be authorized for partial or full implementation and be filled in accordance with the approved hiring, promotional (per articles 5 and 6), appointment (per article 7), or assignment process.

**A. Operations & Support Division**

Firefighter

Paramedic [I (Promoted)

Fire Driver (Promoted)

Lieutenant (Promoted)

*Note: parties agree that the Lieutenant position may be phased out over an unspecified period of time and incumbents, within the Lieutenant Rank, must successfully pass a written examination to promote to the Captain rank.*

Captain (Promoted)

Battalion Chief (Promoted)

Division Chief (Appointed)

Assistant Chief (Appointed)

**B. Fire & Life Safety Division**

Fire Prevention Specialist (Promoted)

Deputy Fire Marshal (Promoted)

Fire Marshal (Appointed)

**Section 3. Statutory Override**

This Article supplants section 143.021 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.



**ARTICLE4**  
**EDUCATIONALREQUIREMENTS**

**Section I. Intent**

fn adopting this Article, the Parties agree that formal education is an important element in advancing the professionalism and capabilities of the Department and its members. This Article aspires to meet the NFPA 1021 recommendations as set forth within the 2014 Edition of the National Fire Protection Association (NFPA).

**Section 2. Phase-In Period**

The education requirement(s) shall be phased- in beginning October 1, 2019 with the intent of attaining the following effective dates:

- (a) Fire Officer I - At least 30 credit hours of college level course work from an accredited institution of higher learning shall be required for all Fire Driver and/or Paramedic II positions operating in a higher class capacity beginning September 30, 2022.
- (b) Fire Officer II - An associate's degree or an equivalent number of credit hours (60 credit hours) toward a baccalaureate degree from accredited institution of higher learning shall be required for all new Company Officer's (Lieutenants and/or Captains) promoted after September 30, 2022.
- (c) Fire Officer III - A bachelor's degree from an accredited institution of higher learning shall be required for all new Battalion Chiefs promoted after September 30, 2025.
- (d) Fire Officer IV - A graduate degree from an accredited institution of higher learning is encouraged for Assistant Chiefs appointed after September 30, 2025.

**Section 3. City Provided Education**

The Department agrees to provide basic college level courses in reading, writing, and math coursework to assist members in beginning their college level education. Courses will be limited to a maximum of 3-credit hours in each of the aforementioned subjects and offered through a City approved institution of higher learning. This offering will begin no later than October 1, 2020 and may be done in conjunction within a monthly training program or other method(s) approved by the City. The educational requirements in this article will revert to statutory Civil Service language if the City fails to offer the courses and timing outlined herein.

**Section 4. Statutory Override**

This Article supplants section 143.030 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

## **ARTICLE 5 PROMOTIONS**

### **Section 1. Intent**

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe adding an Assessment Center component to the selection process will improve the selection process and will provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Paramedic II, Fire Driver, Lieutenant, or Battalion Chief. Additionally, the Parties agree that formal education is an important element in advancing the professionalism and capabilities of the department and its members. This article aspires to meet the NFPA 1021 recommendations as set forth within the 2014 Edition of the NFPA.

### **Section 2. Time in Rank and Minimum Promotional Qualifications**

Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

Paramedic certification shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2020.

The Parties agree that the following minimum qualifications apply for each rank in order to participate in the promotional examination process:

- (a) Paramedic I: Completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book
- (b) Fire Driver: Completion of a minimum of two (2) years at basic firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book
- (c) Lieutenant: Completion of a minimum of two (2) years at Fire Driver rank; in good standing; and completion of the Basic Fire Officer Task Book, OR Completion of a minimum of one (1) year as a Paramedic II and one (1) year as a Fire Driver and completion of the Basic Fire Officer I Task Book.

NOTE: all parties agree that effective September 30, 2022 an associate's degree or an equivalent number of hours toward a bachelor's degree from accredited institution of higher learning will be required for all new Lieutenant and/or Captain positions. The associate's degree and/or equivalent number of hours must be obtained prior to the promotional written exam for the position.

- (d) Captain: Completion of a minimum of one (1) year as Lieutenant rank; in good standing; and completion of the Fire Officer II Task Book.

NOTE: all parties agree that effective September 30, 2022 an associate's degree or an equivalent number of hours toward a bachelor's degree from accredited institution of higher learning will be required for all new Lieutenant and Captain positions. The associate's degree and/or equivalent number of hours must be obtained prior to the promotional written exam for the position.

- (e) Battalion Chief: completion of a minimum of two (2) years as a Captain OR three (3) years combined experience at the Captain and Lieutenant rank; in good standing; and may have to complete the Fire Officer III Task Book.

NOTE: all parties agree that effective September 30, 2025 a bachelor's degree will be intended for all new Battalion Chief positions. The bachelor's degree must be obtained from an accredited educational institution and obtained prior to the promotional written exam for the position.

### **Section 3. Promotional Examination Procedure**

- (a) The promotional examination procedure for the positions of Captain will consist of:
  - 1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions
- (b) The promotional examination procedure for the positions of Paramedic II, Fire Driver, Lieutenant, or Battalion Chief will consist of two parts:
  - 1. a written examination, as defined in this Article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure
  - 2. participation in all components of an Assessment Center.
- (c) The minimum passing score on the written examination is Seventy percent (70%).
- (d) If applicable, the minimum passing score on the Assessment Center is Seventy percent (70%).
- (e) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Paramedic II, Fire Driver, Lieutenant, Captain, and Battalion Chief. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final

scores. If a written examination is offered to an active duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 3(b) 2 shall not apply to the examination. If the active duty military candidate does not receive a minimum passing score, Section 3(b) 2 (Assessment Center) shall still apply.

- (t) The third-party assessors selected to provide the Assessment Center shall meet the following criteria:
  - 1. Assessors shall be active duty firefighter(s) of similar rank to the promotion, or above, from cities with a service population of 80,000 or greater;
  - 2. Assessors shall not reside in the City; and
  - 3. Shall not be a current or former employee of the City.
  
- (g) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.
  - 1. Due to the public health crisis, Covid -19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.
  
- (h) A City employee holding the rank or higher of the promotional position will be present during the Assessment Center to act as a subject matter expert (SME). This individual's interaction will be with the third-party provider of the Assessment Center, and interaction with the assessor panel will be kept to a minimum to preserve the integrity of the assessment. The SME will be mutually agreed upon by the Department head and the Association president.

#### **Section 4. Written Examination**

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Sixty percent (60%) of a promotional candidate's preliminary score will be based on the written examination grade, with the exception of Fire Driver which will be fifty percent (50%).

#### **Section 5. Assessment Center**

- (a) Forty percent (40%) of a promotional candidate's preliminary score will be based on the Assessment Center score with the exception of the Fire Driver which will be fifty percent (50%) of a promotional candidate's preliminary score.
- (b) The Assessment Center shall include the following components for each rank.
  - a. Paramedic II
    - i. Driving Skills
    - ii. Tactical Simulation
    - iii. Documentation
    - iv. Communication
  - b. Fire Driver
    - i. Driving Skills
    - ii. Tactical Simulation
    - iii. Documentation
    - iv. Communication
  - c. Lieutenant
    - i. Research Project
    - ii. Role Play
    - iii. Tactical Simulation
    - iv. In-Basket
  - d. Battalion Chief
    - i. Research Project
    - ii. Role Play
    - iii. Tactical Simulation
    - iv. In-Basket
    - v. Budget/Finance
    - vi. Interview Panel
- (e) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department Head and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.
  - 1. Due to the public health crisis, Covid-19 , all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

**Section 6. Procedure for Making Promotional Appointments**

- (a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .60 to account for sixty percent (60%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .40 to account for forty percent (40%) of the preliminary score (see below). The same approach shall be used for Fire Driver using fifty percent (50%) weighting for both written examination and Assessment Center. The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point(s) for seniority to the applicant's preliminary score. One seniority point shall be awarded for each full year of a candidate's time in his/her current rank classification; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score. A member shall receive credit for all years served in the Fire Driver and Paramedic II rank, up to a maximum of 10-points.

Passing Grade on Written Examination x 60% for all promotional processes  
EXCEPT for Fire Driver which is established at 50%

+

Assessment Center score x 40% for all promotional processes EXCEPT for Fire Driver which is established at 50%

=

[preliminary score]+ applicable seniority points for time in rank= **overall score**

- (b) After the calculation of all the overall scores, an eligibility list will be created and maintained pursuant to Section 7 below. The Department head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(!) and (g) of the Texas Local Government Code. [If the Department head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department head shall personally discuss the reason with the person being bypassed before appointing another person. The Department head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

### **Section 7. Effect of an Eligibility List Created Under this Article**

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for one (1) year after the date on which

the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the expiration of the eligibility list a new examination may be held.

## **Section 8. Appeal**

### (a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

### (b) Assessment Center

(1) A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except as provided below.

(2) Fire Driver promotional candidate who attended the pre-assessment center training and overview offered to all candidates may appeal any of the required Assessment Center components stipulated in Section 5(b)(b) of this article. The candidate must notify the SME of the appeal immediately after completion of the component and prior to the assessors grading and documenting the score. An appeal form will be provided to the candidate seeking an appeal, All appeals shall be submitted in writing to the SME, who will then discuss the appeal with the assessors and the representative from the Assessment Center provider. Once this discussion is finished, the SME will then make a ruling. Once the ruling is made the candidates score will be tallied and any adjustments needing to be made will be corrected on the score sheet and then the grade will be finalized.

### (c) Passover

The appeal provisions of Texas Local Government Code 143.036 (t) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

## **Section 9. Illness Provision**

### Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness /injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

- a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21 day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.
- b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine/isolation for an infectious disease.
- c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.
- d) The accommodation will not impact the candidate's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.
- e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

### **Section 10. Statutory Override**

This Article supplants sections 143.030, 143.032, 143.033, 143.034 , and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.



**ARTICLE 6**  
**FIRE & LIFE SAFETY DIVISION - PROMOTIONS**

**Section 1. Intent**

In adopting this Article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an Assessment Center component to the selection process will improve the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire Prevention Specialist and Deputy Fire Marshal.

**Section 2. Implementation**

- (a) All parties agree that the first Fire & Life Safety (FLS) promotional process will take place in FY20 and eligible candidates will be limited to members assigned to the FLS Division. The City reserves the right to expand the candidate pool if there is an insufficient number of qualified candidates to participate and fill the authorized positions.
- (b) Effective the start of the first full pay period following the adoption of the revised Meet and Confer agreement, staff who are currently assigned in Fire & Life Safety Division at the rank of FFand/or DE will be promoted into the rank of Fire Prevention Specialist without a written examination and assessment center. Furthermore, staff currently assigned in the Fire & Life Safety Division at the rank of Lieutenant will be promoted to the rank of Deputy Fire Marshal without a written examination and assessment center. All future promotions will require a written examination and assessment center.
- (c) Beginning FY21, FLS Promotions shall be open to all members of the Department that meet the criteria contained within this article.
- (d) Completion of Task Books will be required for all promotional exams conducted after October 1, 2020.

**Section 3. Time in Rank and Minimum Promotional Qualifications**

Paramedic certification shall be considered a minimum requirement for all promoted positions for candidates hired after October 1, 2020.

The parties agree that the following minimum qualifications are required to participate in the promotional examination process:

- (a) Fire Prevention Specialist: completion of a minimum of two (2) years at firefighter rank; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector Certification or equivalent as determined by TCFP, TCFP Fire Investigator Certification.
- (b) Effective the start of the first full pay period following the adoption of the revised Meet and Confer agreement, the minimum qualifications for the Deputy Fire

Marshal is a minimum of one (1) year FLS/assignment; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector I and II or equivalent as determined by TCFP, TCFP Fire Investigator. Any future Deputy Fire Marshal promotions will require minimum qualifications identified in (c).

- (c) Deputy Fire Marshal: completion of a minimum of one (2) years at Fire Prevention Specialist; in good standing; completion of Firefighter Task Book AND completion of Driver/Operator Task Book; TCFP Fire Inspector I and H or equivalent as determined by TCFP, TCFP Fire Investigator.

#### **Section 4. Promotional Examination Procedure**

- (a) The promotional examination procedure for the positions of Fire Prevention Specialist and Deputy Fire Marshal will consist of two parts:
  - 1. a written examination, as defined in this Article, consisting of a minimum of fifty (50) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure
  - 2. An International Code Council (ICC) test(s) may be used for the written examination if approved by the Department Head.
  - 3. Participation in a Georgetown Proctored Assessment Center.
- (b) The minimum passing score on the written examination is Seventy percent (70%).
- (c) The minimum passing score on the Georgetown Proctored Assessment Center is Seventy percent (70%).
- (d) The Commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this Article for the promotional positions of Fire Prevention Specialist and Deputy Fire Marshal. Further, the Commission may adopt rules to provide for the efficient administration of a promotional examination for eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination score for each such candidate for one hundred percent (100%) of all such promotional candidates' final scores. If a written examination is offered to an active duty military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written examination portion of that promotional process and Section 4(a) 2 shall not apply to the examination. If the active duty military candidate does not receive a minimum passing score, Section 4(a)2 (Assessment Center) shall still apply.
- (e) The City of Georgetown shall conduct the Assessment Center and shall choose assessors that meet the following criteria:
  - I. Assessors shall be active members similar rank to the promotion, or above, from cities with a service population of 60,000 or greater;

- 2 . Assessors shall not reside in the City;and
  - 3 Shall not be a current or former employee of the City.
- (f) An emergency exception to the Assessment Center criteria shall be allowed on a case-by-case situation when mutually approved by the Civil Service Director and Association president.
1. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process, until safe and practical assessment can be conducted. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

### **Section 5. Written Examination**

The term "written examination" in this Article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. Upon passing the written examination part of the promotional examination procedure, the promotional candidate shall proceed to the Assessment Center. Sixty percent (60%) of a promotional candidate's preliminary score will be based on the written examination grade.

### **Section 6. Assessment Center**

- (a) Forty percent (40%) of a promotional candidate's preliminary score will be based on an Assessment Center score.
- (b) The Assessment Center shall include the following components for each rank.
  - I. Fire Prevention Specialist
    - a. Inspection
    - b. Written Code Complaint
    - c. Documentation
  2. Deputy Fire Marshal
    - a. Inspection
    - b. Role Play
    - c. Plan Review
    - d. [n-Basket
- (c) Should any of the listed components be either unavailable or not recommended by the selected Assessment Center provider, a suitable alternate will be approved by the Department Head and Civil Service Director and communicated, in writing, to participants prior to the Assessment Center.
  - I. Due to the public health crisis, Covid-19, all parties agree to forego administration of the assessment centers, for each promotional process,

until safe and practical assessment can be conducted. As Covid-19 is an unplanned event, it is agreed that the ninety (90) day notice does not apply. The Department Head, Civil Service Director and Association President will agree to conditions that allow for safe to administration of an assessment center. If all parties can't agree, the Civil Service Director will make the final decision.

**Section 7. Procedure for Making Promotional Appointments**

- (a) The preliminary score for each candidate who has passed the written examination and proceeded through the Assessment Center shall be computed by taking the candidate's written examination grade and multiply the grade by .60 to account for sixty percent (60%) of the candidate's preliminary score; and adding the candidate's Assessment Center score and multiply that score by .40 to account for forty percent (40%) of the preliminary score (see below). The promotional candidate's overall score to be placed on the eligibility list shall be computed by adding the applicant's point for seniority to the applicant's preliminary score. Seniority points will be based on the following:
  - a. For Fire Prevention Specialist: One seniority point shall be awarded for each full year of a candidate's time in department; there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.
  - b. For Deputy Fire Marshal: One seniority point shall be awarded for each full year of a candidate's time in Fire and Life Safety division (assignment); there shall be a maximum of ten (10) seniority points added to the candidate's preliminary score.

$$\begin{aligned} & \text{Passing Grade on Written Examination} \times 60\% \\ & + \\ & \text{Assessment Center score} \times 40\% \text{ for all promotional processes} \\ & = \\ & [\text{preliminary score}] + \text{applicable seniority points for time FPS department or DFM} \\ & \text{assignment} = \mathbf{\text{overall score}} \end{aligned}$$

The Department head shall conduct an interview or interviews of promotional candidate(s) to fill promotional vacancies. The Department head possesses the discretion regarding the number of candidates to interview based upon the number of vacancies at that time. The Department head shall appoint the eligible promotional candidate having the highest overall score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code. If the Department head has a valid reason for not appointing the eligible promotional candidate having the highest overall score, the Department head shall personally discuss the reason with the person being bypassed before appointing another person. The Department head shall also file the reason in writing with the commission and shall provide the person with a copy of the written notice.

## **Section 8. Effect of an Eligibility List Created Under this Article**

A promotional eligibility list in existence at the time of the adoption of this Article shall continue in effect until its expiration in accordance with section 143.036(h) of the Texas Local Government Code. Any promotional eligibility list created under this Article will take effect upon the expiration of any existing applicable list and will remain in existence for one (1) year after the date on which the Assessment Center is completed and eligibility list created, unless the eligibility list is sooner exhausted. At the expiration of the eligibility list a new examination may be held.

## **Section 9. Appeal**

### (a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

### (b) Assessment Center

A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body.

### (c) Passover

The appeal provisions of Texas Local Government Code 143.036 (t) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

## **Section 10. Illness Provision**

### Promotional Exam Procedure for Personnel with Critical Illness/Injury

Promotional Exam procedures for candidates with critical illness/injury under limited circumstances will be accommodated in the form of an offsite written examination, within 72 hours of the posted examination date, for a candidate that meets all of the following criteria.

- a) The candidate shall submit a letter to the Civil Service Director accompanied by a doctor's note no later than 21 days before the scheduled written examination. The letter and doctor's note need address the nature of the critical illness/injury as well as the accommodations requested. A letter submitted with less than a 21 day notice must indicate good reason (such as new diagnosis) in order to be given consideration described in (c) and may be accommodated only when all elements of (c) can be satisfied within the shorter timeframe.

- b) The critical illness/injury must be for the treatment of a significant health condition such as cancer, kidney disease, heart attack, major surgery, organ transplant, benign brain tumor, severe burns, or a similar condition. It may also include quarantine /isolation for an infectious disease.
- c) The Civil Service Director will determine if the request meets the limited illness/injury criteria and what accommodations are workable. The Civil Service Director will then review the planned accommodations (or lack thereof) with the Department head and Association President. If the Civil Service Director and Association President agree upon the accommodations, those will then be communicated back to the candidate by the Civil Service Director.
- d) The accommodation will not impact the candidate 's rights to appeal. They will retain the same appeal rights, under the same requirement to appeal within five business days of posted examination date as other testing candidates.
- e) In the event that the employee or employees receiving accommodation per the illness provision impacts the number of employees who are present for the written examination to fall below the two required, the City will administer the examination to the one individual.

### **Section 11. Statutory Override**

This Article supplants sections 143.030, 143.032, 143.033, 143.034, and 143.036 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

**ARTICLE7**  
**APPOINTED POSITIONS**

**Section 1. Intent**

This article is intended to establish the manner by which appointed ranks, referenced in article 3, are filled.

**Section 2. Assistant Chief**

Upon vacancy, up to two (2) Assistant Chief positions may be filled by an internal or external candidate by appointment by the Department head pursuant to the process provided for in Section 143.014(e) of the Texas Local Government Code or proceed to an external appointment.

The following criteria applies to appointments for Assistant Chief:

- (a) [n the event that there are no qualified internal candidates , the Department head shall have the right to appoint an Assistant Fire Chief from outside of the Department. The selection criteria used for this external hire/appointment must include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.
  
- (b) For the purposes of this Agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Captain or higher for a minimum of four (4) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; completion of the Battalion Chief Task Book by the time of appointment; and must be willing to accept the appointment and operate in the Operational and Administrative Support division. "Good Standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

**Section 3. Division Chief**

Upon vacancy , up to one (1) Division Chief position may be filled by an internal candidate by appointment by the Department head pursuant to the criteria contained herein:

- (a) The Department head shall only appoint a qualified internal candidate into the Division Chief position.
  
- (b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Battalion Chief for a minimum of two (2) years; demonstrated competencies to function in the Battalion Chief rank as determined by the Chief; completion of the Battalion Chief Task Book

by the time of appointment; and must be willing to accept the appointment and operate in the Operational and Administrative Support division. "Good Standing" is defined as an employee who is not under investigation, received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

### **Section 3. Fire Marshal**

Upon vacancy, up to one (1) Fire Marshal position may be filled by an internal or external candidate by appointment by the Department Head pursuant to the criteria contained herein:

- (a) In the event that there are no qualified internal candidates, the Department head shall have the right to appoint a Fire Marshal from outside of the Department. The selection criteria used for this external hire/appointment must include an assessment process that is equivalent to or more comprehensive than the assessment process used for the promotion of a member to the Battalion Chief rank.
- (b) For the purposes of this agreement "qualified internal candidate" shall be defined as the member being in "Good Standing"; actively functioning in the rank of Lieutenant, or higher, for a minimum of four (4) years; demonstrated competencies to function in the Fire Marshal position as determined by the Chief; completion of the Fire Marshal Chief Book by the time of appointment; and must be willing to accept the appointment and operate in the Fire & Life Safety Division. "Good Standing" is defined as an employee who is not under investigation, has received a positive mid-year evaluation, has received a "meets" or "exceeds" review on the most recent annual evaluation and has not received a written reprimand within the last six months and/or a suspension or demotion within the last 18-months from the time of appointment.

### **Section 4. Removal from Appointment Positions**

- (a) A person who is removed from an Assistant Chief and/or Division Chief Position appointment shall be reinstated in the Department and placed in the same classification, or its equivalent, to the rank of Battalion Chief and shall retain protection under the Civil Service regulations.
- (b) A person who is removed from the Fire Marshal appointment shall be reinstated in the Department and placed in the rank that immediately preceded their appointment and shall retain protection under the Civil Service regulations.

### **Section 5. Statutory Override**

This Article supplants sections 143.014, 143.021, 143.028, 143.030, 143.032, 143.033, and 143.36 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or



rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

## **ARTICLE 8 COMPENSATION**

### **Section 1. Base Pay Philosophy**

The City recognizes that the recruitment and retention of highly capable and professional Fire Fighters is essential to the success of the Georgetown Fire Department. As such, it is the desire of the City to maintain a pay philosophy that considers the average pay for Fire Fighters as reflected in Section 3(a). The parties recognize financial limitations may face the City in challenging economic periods. Section 3(c) of this Article reflect the Parties' intent to address the current economic period and are not intended to serve as precedent in future agreements.

### **Section 2. Comparator Cities**

Austin, Cedar Park, New Braunfels, Travis County ESD 2, Lewisville, Sugar Land, and Round Rock shall continue to be used as comparator cities for the salary survey to be conducted each year of this agreement. City staff will survey salary competitiveness in the first quarter of each calendar year. The results of each survey will be reviewed with Association leadership. Based on the survey information of the comparator cities and in the manner described in section 3, the average of base pay for minimums for each rank shall be calculated and proposed for approval as a part of the budget process.

### **Section 3. Compensation Proposal Calculation**

- a) Compensation for Paramedic II, Fire Prevention Specialist, Deputy Fire Marshal, and all appointed ranks will be at the discretion of the Department head and Civil Service Director. However, the positions will be tied to existing benchmarked positions that correlate to the salary survey comparison and will reflect pay adjustments accordingly. Compensation for the ranks of Fire Fighter, Fire Driver, Fire Lieutenant, Fire Captain, and Fire Battalion Chief shall be proposed based on the following calculations.
- b) Fiscal Year 19/20 - During the first year of the Agreement the City will recommend the step plan and implementation outlined in Appendix "A". The implementation of this updated step plan would occur in two phases:
  - Phase one - implementation - will occur in the first full pay period in fiscal year 19/20, with an effective date of October 14, 2019 that will be reflected on the November 1, 2019 paycheck. Implementation consists of updating the market competitive rates for each rank and step. Employees will retain their current rank and step.
  - Phase two - step - will consist of step increases upon the employees previously established step date.

The pay plan recommended for implementation in October of 2019 continues to reflect the methodology agreed to by the City and the Association, specifically:

- To allow overlap between ranks;
- To allow individuals to stay in the step they are in upon adoption of new pay structure;
- To increase pay acceleration at early steps within the Fire Fighterrank;
- Individuals stepping up to a higher class role as defined by departmental policy will be placed in the higher class rank at the nearest step that results in at least a five percent (5%) increase in base salary from the individual's rank to the higher class rank for that duration; and
- Individuals that are promoted will be placed in the new rank at the nearest step that results in at least a five percent (5%) increase in base salary.
- When a promotion results in a loss of assignment pay, the assignment pay will be included in the base salary for calculating the five percent (5%) increase.
- When a rank of Lieutenant or above promotes to Fire and Life Safety, the step will be determined as follows:
  - a. Lateral promotion will result in one (1) step increase, not to exceed highest step available
  - b. Demotion, will result in decrease to step nearest to, but less than, current pay, not to exceed highest step available.

(c) Future fiscal years - In future years, FY 20/21 and beyond, the City commits to, at a minimum, proposing Sixty percent (60%) of the market gap using the following methodology:

The recommended base pay scale shall continue to be calculated by the salary survey conducted in the first quarter of each calendar year of the Agreement, utilizing the average minimum base salary for each rank of the seven (7) comparator organizations as specified in this Agreement. The recommendation will propose that the minimum base pay for each rank above Firefighter will receive an increase (should an increase be required) to match the survey average for base pay minimums. The rank of Firefighter recommendation will continue to be based on the combined average base pay minimum plus any paramedic assignment and/or certification pay.

City staff shall prepare a report to the City Manager to be forwarded to the City Council at the time the proposed budget is submitted to the City Council that will show the cost of implementing the pay increase as calculated above.

Recommendations will include implementation during the first full pay period in October, unless otherwise determined by both parties through the Labor/Management Pay Subcommittee discussions.

#### **Section 4. Override**

This Article supplants 143.041 (b) and 143.038 of the Texas Local Government Code.

#### **Section 5. Funding Obligations**

Depending upon the financial forecasts, the City may implement the compensation recommendations in Section 3 between the first pay period of the fiscal year and the first pay period of July of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

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

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

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 Association 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.

**ARTICLE9**  
**OVERTIME CALCULATION**

**Section 1. Overtime Calculation**

Per federal law and existing City policy, non-productive time taken by the employee is not considered time worked for the purposes of calculating overtime. In acknowledgement of the unique work and staffing requirements of Fire Fighters, the parties agree that, starting on October 28, 2019, this article will supersede City policy for all Fire Fighters assigned to a 56 hour workweek engaged in fire suppression activities. Thereafter, approved paid vacation and holiday leave time taken by said Fire Fighters shall be calculated as hours worked.

**Section 2. Statutory Override**

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

**ARTICLE 10  
ASSIGNMENT PAY**

**Section 1. Assignment Pay**

The parties agree that certain specialized roles performed by Fire Fighters and assigned by the department head should receive assignment pay.

**Section 2. Guidelines**

As such, the following Assignment Pay plan, reflecting incentive amounts, shall become effective October 28, 2019 and reflected on the November 15, 2019 paycheck.

Eligible Assignments:

(a) Ambulance Assignment Pay                      \$25 PER 24 HOUR SHIFT ASSIGNED

1. Ambulance Assignment Pay is only available to employees at the rank of Fire Fighter assigned to work a 24 hour shift assigned to an ambulance/TRY. If a shift is split between multiple employees, the full assignment pay will be granted to the employee who works the largest portion of that shift. If a shift is evenly split, the full assignment pay will be granted to the employee working the first portion of the shift. All assignments are at the discretion of the department head.
2. In the event that a 12 hour peak ambulance is deployed during the term of this agreement, the department head is authorized to create procedures to adapt ambulance assignment pay to incentive assigned employees.
3. New employees assigned to an ambulance as part of their training are not eligible for Ambulance Assignment Pay.

(b) Paramedic Credential Pay                      \$450 PER MONTH

1. Paramedic Credential Pay is only available to employees at the ranks of Fire Fighter, Paramedic II, and Fire Driver.
2. Employees receiving Paramedic Credential Pay are ineligible to receive paramedic certification pay or assignment pay.
3. Determination of eligibility for Paramedic Credential Pay is made by the Department Head.

**Section 3. Statutory Override**

This Article supplants section 143.042 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

**ARTICLE 11  
STANDBY PAY**

**Section 1. Standby Pay**

Civil Service employees in certain roles are required to be available in standby status as part of their job. Civil Service law does not currently allow for standby pay. It is the desire of the City and Association to make the current City Standby Pay policy, currently policy number 211, applicable to Fire Fighters as designated by the department head based on their role.

Standby pay will take effect for employees designated by the department head beginning no sooner than October 28, 2019 and reflected on the November 15, 2019 paycheck.

This article will remain in effect for the duration of this agreement, regardless of whether the policy number is changed.

**Section 2. Statutory Override**

This Article supplants section 143.041 of the Texas Local Government Code. This Article further preempts, to the extent of any conflict, all other contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or head of the City or by a division or agent of the City, such as the commission.

**ARTICLE 12**  
**REPRESENTATION ON BENEFITS COMMITTEE**

The Association may appoint one (1) member to the City's Benefit Committee. That appointee shall be a fully participating member of the Committee and perform the same duties as all other members of the Committee.



**ARTICLE 13**  
**LABOR/MANAGEMENT RELATIONS**

Each Party shall designate three (3) representatives to serve on a joint Labor/Management Committee ("Committee"). This Committee shall meet quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall be for the purpose of encouraging productive relations between the parties and the improvement of the emergency services to the community. The City Manager and Association President will each attend a minimum of two meetings per year. The meeting will include discussion of pressing issues, such as staffing levels, for the Association and the City. Furthermore, the intent is to establish a list of topics/issues that may be discussed within the next formal meet and confer process. A minimum of two (2) members from each party must be present for a meeting to be held. The Department head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 5 of this Agreement, and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

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

**ARTICLE 14**  
**BULLETIN BOARDS**

**Section 1. Bulletin Board Space**

The Association shall be permitted to maintain, at each firehouse and the Public Safety Building, one (1) bulletin board to be used exclusively for Association business. These bulletin boards shall be allowed by the City, shall be consistent with the decor of the building, and located in suitable locations easily accessible to the employees for the purpose of posting notices of interest to members of the Association.

**Section 2. Maintenance of Posted Materials**

The Association shall be responsible for maintaining all posted materials and shall ensure that all posted materials are compliant with any and all city policies relating to public postings. The City shall have the authority to remove any posted materials that are non-compliant with said policies.

**ARTICLE 15**  
**CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE**

**Section 1. Scope of Procedure**

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

**Section 2. Application of Procedure**

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

A Firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board.

Each dispute shall be submitted in writing, and must include, at minimum, the following information:

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

Any claim or dispute by a Firefighter or group of Firefighters under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the employee with the Association Executive Board within fifteen (15) business days of the date when the employee knew or reasonably should have known of the claim. Disputes by the Association Executive Board, or Firefighter shall proceed along the following steps:

**Step 1.** An aggrieved Firefighter must initiate a dispute with the Association Executive Board within fifteen (15) business days of the date upon which the Firefighter knew of or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Executive Committee within three (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days of receipt of the dispute. If the Association determines that no dispute exists, the grievance will be deemed denied and it shall notify the Department head in writing that no further proceedings will be necessary. If the

Association Executive Board determines that the dispute is valid, it will notify the Department head of such and forward a copy of the grievance to the Department head within fifteen (15) business days after determination.

**Step 2.** Any dispute found to be valid by the Association Executive Board shall be submitted to the Department head within fifteen (15) business days of the Step I decision. After receipt of the dispute, the Department head shall within fifteen (15) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department head the grievance is deemed denied and will proceed to the next step as indicated.

**Step 3.** If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within fifteen (15) business days from receipt of the Step 2 decision of the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Executive Board within fifteen (15) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his/her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

**Step 4.** If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within fifteen (15) business days from the Department head's response or the City Manager's response. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Georgetown.

**Step 5.** If the dispute is not resolved at Step 4, the Association Executive Board shall have fifteen (15) business days from the date of mediation to determine whether it will pursue the dispute under this article through arbitration. Under this step, the Association Executive Board must deliver a letter indicating its election to proceed to arbitration to the Department head and City Manager.

### **Section 3. Arbitration Option**

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties exclude from this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitrator, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statutes or the application of legal principles from Texas appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall

have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, within seven (7) business days, the Department head and/or City and the Association shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The process will be as follows: the Association shall strike the first name under this article with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The panel list is attached as Appendix B to this Agreement. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his replacement. The remaining members of the panel will continue to serve for the duration of the Agreement. The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement.

Upon written request delivered at least fourteen (14) calendar days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) calendar days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Georgetown and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) days after close of the hearing, or after receipt of post-hearing briefs if applicable.

#### **Section 4. Decision Final and Binding**

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the

arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

**Section 5. Mutual Extension**

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

**Section 6. Grievances of Non-Association Members**

Grievances of Non-Association members must follow the same procedure outlined by this article. However, should the grievance of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay all expenses incurred while pursuing final disposition of their grievance. These shall include cost for payment of Arbitrator fees, counsel fees and any other fees directly related to the grievance. All disciplinary appeals shall follow the procedure as outlined in chapter 143 of the Local Government Code.

**ARTICLE 16**  
**MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS**

**MANAGEMENT RIGHTS**

**Section 1.**

The Parties understand and agree that the City as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, hereby retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required under Chapter 143 of the Texas Local Government Code.

**Section 2.**

The powers, privileges, authority, and responsibilities retained by the City includes, but are not necessarily limited to, the following subject matter areas, except as otherwise specifically identified by law and the terms of this Agreement:

- a) General management and administrative control and authority over the Fire Department, including its properties, facilities, and equipment, operations, and staffing;
- b) Determination of the Fire Department's overall budget from year to year;
- c) Determination of which Fire Department programs, functions, and operations to implement;
- d) Determination over the Fire Department's organizational structure, subject to any duly adopted rank and classification structure fixed by ordinance;
- e) Continued authority over the implementation, maintenance, and updating to any and all written Standard Operating Procedures, Fire Department and City Policies created, adopted, or amended under the authority of the Department head, the City Manager, or the City Council.
- t) Scheduling of vacation leave, compensatory time leave, and any other paid time off, whether paid or unpaid;
- g) Discretionary assignment and authorization to control allowance of overtime work, except as otherwise provided in this Labor Agreement;
- h) Scheduling operations, assignment of shifts, and determination of appropriate staffing needs and requirements;

- i) Control of performance, production and service standards within the Fire Department.

8. MAINTENANCE OF STANDARDS

**Section 1.**

All fiscal benefits, privileges, and working conditions existing in the Fire Department on the effective date of this Agreement, but which are not explicitly addressed in this Agreement, shall remain unchanged for the duration of this Agreement, so long as the maintenance of those benefits, privileges, and working conditions do not interfere with the operations of the Department.

**Section 2.**

The Parties expressly understand and agree that any modification or changes to existing practices and operations shall be consistent with the spirit and intent of this Article, that any such modifications or changes, if any, must be reasonably related to a legitimate administrative or operational needs of the Department and the City and must not conflict with any state law, federal law, governmental regulation, or any other provision of this Agreement.

**Section 3.**

This Section is intended to supplement the preceding Section on Management Rights, and shall not be construed as being in derogation, or further modification of, the management prerogatives and rights addressed in the section on Management Rights or those rights otherwise allowed by Texas law.



**ARTICLE 17**  
**TERM OF AGREEMENT**

This Agreement shall have an effective date of October 1, 2019, and shall remain in full force and effect through September 30, 2022. This agreement may be extended by written mutual agreement.

**ARTICLE 18**  
**SAVINGS CLAUSE, PREEMPTION PROVISION,**  
**AND COMPLETE AGREEMENT CLAUSE**

**Section 1. Savings Clause**

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision . However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. This deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

**Section 2. Preemption Provision**

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation , the contrary provisions of Chapter 143; Ordinances of the City of Georgetown, Texas; and Rules and Regulations of the Firefighters' and Police Officers' Civil Service Commission for the City of Georgetown, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of 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. Complete Agreement Clause**

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written , except as specified in this Agreement.

**SIGNATURE & EXECUTION PAGE**

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

**THE CITY OF GEORGETOWN, TEXAS**

(Approved by Georgetown City Council on 1b of \_\_\_\_\_, 2020)

By: \_\_\_\_\_  
DAVID MORGAN  
CITY MANAGER

Dated: S/z..t/z.,oZ..CJ  
1

By: Robyn Densmore  
ROBYN DENSMORE  
CITY SECRETARY

Dated: 0: /zr,IZoZD

By: [Signature]  
JOH

Date d: )/ Zfs IU?...J::>

By

\_\_\_\_\_  
N SULLIVAN  
CHARLIE MCNABB  
CITY ATTORNEY

Dated: 5/27/20

**THE GEORGETOWN ASSOCIATION OF PROFESSIONAL FIRE FIGHTERS, IAFF  
LOCAL NO. 3991**

(Ratified by G PFF Membership on 11 of hi, 2020)

By: [Signature]  
C YSTOUT  
PRESIDENT  
GEORGETOWN ASSOCIATION OF  
PROFESSIONAL FIRE FIGHTERS

Dated:

By: [Signature]  
ERI ERT  
SECRETAR  
GEORGETOWN ASSOCIATION OF  
PROFESSIONAL FIRE FIGHTERS

Dated: 6/9/2020

## APPENDIX A OCTOBER2019 PAY PLAN

Fi..fioluer	\$ 50,803	\$ 52,835	\$ 54,948	\$ 56,596	\$ 51,294	\$ 60,043	\$ 61,844	\$ 63,699	\$ 65,810	\$ 67,578	\$ 69,605	\$ 70,997	\$ 72,417	\$ 73,118
Fi.eDriver	\$ 61,041	\$ 68,717	\$ 70,435	\$ 72,196	\$ 74,001	\$ 75,857	\$ 77,747	\$ 79,691	\$ 81,683	\$ 83,725	\$ 85,818	\$ 87,963		
Lieutenant	\$ 74,508	\$ 75,995	\$ 77,515	\$ 79,065	\$ 80,646	\$ 82,250	\$ 83,904	\$ 85,582	\$ 87,294	\$ 89,040	\$ 90,821	\$ 92,637		
Captain	\$ 87,937	\$ 89,696	\$ 91,490	\$ 93,320	\$ 95,186	\$ 97,090	\$ 99,032	\$ 101,013	\$ 103,033	\$ 105,094	\$ 107,196			
Banabonchoif	\$ 98,269	\$ 100,233	\$ 102,238	\$ 104,283	\$ 106,369	\$ 108,496	\$ 110,656	\$ 112,879	\$ 115,137					

Pr...mstic a	\$ 67,111	\$ 68,717	\$ 70,435	\$ 72,196	\$ 74,001	\$ 76,857	\$ 77,747	\$ 79,691	\$ 11,683	\$ 8,726	\$ 85,818	\$ 87,963		
F...P...ni...n S	\$ 74,508	\$ 75,995	\$ 77,515	\$ 79,065	\$ 80,646	\$ 82,260	\$ 83,904	\$ 85,582	\$ 87,294	\$ 89,040	\$ 90,821	\$ 92,637		
O...rv...FiniM...h...l	\$ 87,937	\$ 89,696	\$ 91,490	\$ 93,320	\$ 95,186	\$ 97,090	\$ 99,032	\$ 101,013	\$ 103,031	\$ 105,094	\$ 107,196			

**APPENDIXB**  
**PANEL OF ARBITRATORS**

Norman Bennett  
Donald Goodman  
John Barnard  
Mark Sherman  
John Allman  
Louis Berman Wolitz