

MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF CEDAR PARK
AND
THE CEDAR PARK PROFESSIONAL FIREFIGHTERS
ASSOCIATION

October 1, 2019

Through

December 31, 2022

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Attachment A – Base Pay for Calendar 2019
(October 1, 2019 – December 27, 2019)

Attachment B – Base Pay for Calendar 2020
(December 28, 2019 – December 25, 2020)

Attachment C – Base Pay for Calendar 2021
(December 26, 2020 – December 24, 2021)

Attachment D – Base Pay for Calendar 2022
(December 25, 2021 – December 31, 2022)

ARTICLE I

Authority and Recognition

- 1) The City of Cedar Park, Texas (“City”) and the Cedar Park Professional Firefighters Association (“Association”) have voluntarily met and reached agreement on the conditions set out in this Meet and Confer Agreement (“Agreement”) pursuant to the provisions of the Texas Local Government Code (“TLGC”), Chapter 142, Subchapter C. To the extent that this Agreement is in conflict with or changes Chapter 143, TLGC or any other statute, executive order, local ordinance, civil service provision or rule, this Agreement shall supersede such provision, as authorized by Section 142.117 of the TLGC.
- 2) Unless changed as prescribed in Section 3 below, the City recognizes the Cedar Park Professional Firefighters Association as the sole and exclusive bargaining agent for all non-probationary firefighters, as defined in Section 143.003(4) of the TLGC, as amended, in the Cedar Park Fire Department, excluding Assistant Chiefs (referenced herein as “Firefighters”). Nothing precludes the City from conferring benefits in this Agreement to firefighters excluded from the bargaining unit.
- 3) In the event Firefighters covered by this Agreement wish to change the sole and exclusive bargaining agent, no earlier than six months prior to the termination of the existing Agreement, a petition signed by forty percent (40%) of the affected Firefighters shall be submitted to the City Secretary. Upon validation of the signatures, the Director of the Human Resources Department shall immediately conduct an election to determine what association represents a majority of the affected Firefighters in the Cedar Park Fire Department. The association receiving a majority of the secret ballots cast shall be deemed the exclusive bargaining agent. Voting shall continue until one association receives a majority of the ballots cast. In the event of such change, this Agreement shall remain in full force and effect, and the successor association shall be recognized as the Association hereunder this Agreement.

ARTICLE II

Communication

The parties agree to maintain a flexible line of communication between the City and the Association.

ARTICLE III

Compensation

- 1) Base Compensation - The parties agree that Firefighters covered by this Agreement shall be compensated at the base salary rates included in Attachment A commencing on October 1, 2019 and ending December 27, 2019, Attachment B commencing on December 28, 2019 and ending on December 25, 2020, Attachment C commencing

on December 26, 2020 and ending on December 24, 2021, and Attachment D commencing on December 25, 2021 through December 31, 2022.

- 2) Fire Administration/Prevention Personnel - The City shall pay a monthly stipend to Firefighters covered by this Agreement who are assigned to the Fire Administration and Prevention positions, including both indefinite assignments by the Fire Chief and temporary assignments by the Fire Chief. Personnel on light duty are not eligible for this stipend. The monthly stipend will be in the amount of \$375 per eligible Lieutenant and \$450 per eligible Battalion Chief. Payments will be made on the first pay check of every month for the activity of the prior month. In the event the assignment is made effective a day other than the first day of the month or if it is withdrawn a day other than the last day of the month, the monthly stipend will be prorated.
- 3) Assignment for Special Events.
 - (a) A “special event” is defined as a fire, emergency, or public safety activity outside the scope of the day-to-day operations of the Cedar Park Fire Department, as defined by the Fire Chief, and includes, but is not limited to, Fourth of July Picnic, and other City-organized community events. A “special event” does not include Fire or Police Department-initiated events, such as National Night Out.
 - (b) The Department will maintain a signup sheet for Firefighters who wish to work assignments for special events. The Department will attempt to fill all available special event assignments with volunteers. However, if there are not enough Firefighters who volunteer for the special event assignments, then the Department will mandate work at the special event, beginning with the least senior Firefighter who is not already scheduled to work at the time of the special event.
 - (c) When utilizing the volunteer list to make assignments for special events, the Fire Chief or their designee may take into consideration the following factors before making an assignment: (1) work status of the Firefighter, including the amount of rest between assignments; (2) leave status of the Firefighter; (3) health status of the Firefighter; (4) pre-scheduled training; and (5) any special or unique requirements of the event. This procedure of assigning work does not apply to emergencies or special events for which the Department receives less than 48 hours’ notice.
 - (d) When a Firefighter covered by this agreement is not scheduled to work, but works a “special event,” the Firefighter may flex his/her time, may receive compensatory time or may receive overtime pay, at the Firefighter’s option.
 - (e) Nothing in this Section precludes the Fire Chief or their designee from assigning a regularly scheduled, on-duty Firefighter to work a special event without paying a premium rate or overtime.

- (f) If a special event occurs on a holiday on which a Firefighter is not scheduled to work, the Firefighter will be paid time and one-half overtime for the hours worked at the special event. The Firefighter will also bank eight (8) or twelve (12) hours of holiday leave based on their regular accrual rate.

For example, if a Firefighter in a 12-hour holiday accrual rate is not on-duty and works five (5) hours at the Fourth of July Picnic, the Firefighter will be paid five (5) hours at one and one-half times their regular hourly rate and bank twelve (12) hours of holiday leave.

- 4) Mandatory Overtime and Compensable Time. By no later than January of 2018, any vacation leave used by a Firefighter during any pay period in which the Firefighter is directed to perform an unscheduled and involuntary assignment, scheduled mandatory overtime shift, or holdover shift (not voluntary shift pick-ups or trades), such vacation leave used by that Firefighter during that pay period shall be considered “productive time”. This policy does not apply to holiday, personal, or sick leave. It is further agreed that if the City adopts a “productive time” policy applicable organization-wide to all City employees, such adopted organization-wide policy shall preempt this provision.
- 5) Education or Certification Incentive Pay. It is understood that there are minimum requirements for the Department with respect to education and certification by the Texas Commission on Fire Protection. Commencing on January 1, 2017, Firefighters shall be entitled to receive either Education or Certification Incentive Pay for their level of education or certification, whichever is higher, in the following amounts:

<u>Certification</u>	<u>Monthly Rate</u>
Intermediate	\$50
Advanced	\$100
Master	\$150

<u>Education Pay</u>	<u>Monthly Rate</u>
Associate	\$60
Bachelor	\$195
Master	\$275

It is also understood that Education Incentive Pay for the Associate level shall also be paid to a Firefighter who has attained 60 or more college credit hours but has not yet attained a degree.

- 6) Bilingual or Sign Language Certification Incentive Pay. It is understood that a Firefighter's ability to communicate in Spanish and/or sign language (ASL) would promote the operations of the Department and the health, safety, and welfare of the community. Commencing on January 1, 2017, Firefighters shall be entitled to receive either Bilingual or Sign Language Certification Incentive Pay in the amount of \$85/mo.
- 7) Specialization Incentive Pay. It is understood that Firefighters require specialized training to perform certain assignments to protect the health, safety, and welfare of the community. Each Firefighter that holds an eligible specialization shall be entitled to receive a single Specialization Incentive Pay in the amount of \$75/mo, and each Firefighter that holds a second eligible specialization shall be entitled to receive a second Specialization Incentive Pay in the amount of \$75/mo. For purposes of this Section, the following specializations are eligible for Specialization Incentive Pay: Technical Rescue (Swift Water or Ropes), Wildland, Hazardous Materials, Arson, and any additional specializations deemed appropriate by the Fire Chief.

ARTICLE IV

Hours of Work and Overtime

Pursuant to Section 207(k) of the Fair Labor Standards Act, shift Firefighters shall have a 14-day work period. Productive time in excess of 106 hours within the 14-day work period shall be calculated as overtime.

ARTICLE V

Wellness

The City, on a yearly basis, provides each member of the Department, covered by this Agreement, one (1) medical physical. Additionally, consistent with NFPA 1582, the City will pay for either a Cardio CT Scan or a Cardio Stress Test as deemed necessary by the City's doctor. Any evaluations, medical procedures, and/or medications necessary after the cardio evaluation will be the responsibility of the Firefighter, subject to Texas Government Code, Chapter 607. The City will continue to adhere to Section 143.081 of the TLGC, *Determinations of Physical and Mental Fitness*.

ARTICLE VI

Automatic Dues Deduction

Upon receipt of a signed authorization form supplied by the City, the City shall deduct from the Firefighter's pay and directly deposit monthly dues for the Association. The Firefighter may revoke the authorization at any time upon 30 days' prior written notice to the City. Upon receipt of written notice, the Association will promptly refund to the Firefighter any amount paid to the Association in error on account of the direct deposit of Association dues.

ARTICLE VII
Eligibility for Promotion

Commencing on January 1, 2021, no candidate shall be eligible for promotion unless they have (a) obtained the requisite certification by the Texas Commission on Fire Protection (“TCFP”) for the promotion and (b) held a position in the rank immediately below continuously for at least two (2) years immediately before the date the written promotional exam is held, including the probationary year. All certification courses required for promotion under this provision shall be offered or available to each firefighter within a continuously rolling two-year period.

The following certifications shall be required for promotion to each rank as stated below:

Driver/Engineer

1. TCFP Driver Operator Certification
2. TCFP, ProBoard, or IFSAC Fire Instructor 1

Lieutenant

1. TCFP Fire Officer 2
2. TCFP Incident Safety Officer

Battalion Chief

1. NIMS ICS 300/400
2. TCFP Fire Officer 3 & 4

ARTICLE VIII
Appointments and Reappointments

- 1) Appointments to Classification Immediately Below Department Head.
Two (2) positions classified immediately below the Department Head will be appointed and serve at the pleasure of the Department Head. A person who is removed from the position classified immediately below the Department Head shall be reinstated in the Department and placed in the same classification, or its equivalent, that the person held before appointment.

A person appointed to a position in the classification immediately below that of the Department Head must:

- (a) be employed by the City’s Fire Department;
- (b) have a permanent classification in at least an officer level;
- (c) must have an Advanced Certification from the Texas Commission of Fire Protection; and
- (d) must hold a Bachelor’s Degree or be working towards a Bachelor’s Degree from a college or university accredited by the US Department of Education or nationally recognized accrediting agency. Working towards a Bachelor’s degree is defined as obtaining at least 6 college hours, or the

equivalent, as determined by the Department Head, per year beginning within 6 months of such appointment.

2) Reappointments.

A Firefighter who voluntarily resigns from the City of Cedar Park Fire Department may be reappointed as a Firefighter with the Department without taking another entrance examination or being placed on an Eligibility List. Reappointment of a Firefighter is totally at the discretion of the Fire Chief.

- (a) The former Firefighter shall submit a written request to be reappointed, within twenty-four (24) months from the date of separation, to the Fire Chief, who makes the final recommendation to the City Manager for reappointment. A candidate for reappointment shall not be considered unless recommended by the Fire Chief. A candidate for reappointment may not appeal his/her rejection by the Fire Chief.
- (b) Prior to recommending reappointment of a former Firefighter to the Department, the Fire Chief may review the candidate's past performance records, conduct a background investigation, require appropriate alcohol and drug tests and require any other portion of the employment process he/she deems appropriate.
- (c) A candidate for reappointment shall successfully complete the physical fitness and/ physical ability test.
- (d) Upon receiving an offer of reappointment, the candidate for reappointment shall pass a physical and psychological examination prescribed by the City.
- (e) A candidate for reappointment shall fully meet the requirements of the Commission on Fire Protection Personnel Standards and Education.
- (f) A candidate for reappointment may be appointed regardless of the availability of an Eligibility List. A candidate for reappointment has priority over candidates on an Eligibility List.
- (g) In addition to the reasons for rejection listed in Section 143.023 of the Civil Service Commission Rules and Regulations, a candidate for reappointment may be rejected for reasons related to previous work performance as a Firefighter in the Cedar Park Fire Department.
- (h) Any candidate reappointed to the Fire Department shall serve a one (1) year probationary period and prior service shall not count toward service for promotional eligibility.
- (i) The candidate's years of prior service may be counted to determine placement in the salary step system.
- (j) The candidate's years of prior service shall not count for determining vacation eligibility and rate.
- (k) Age limitations, as provided under Section 143.023(b), do not apply to reappointments under this provision.

ARTICLE IX

Alternative Dispute Resolution (ADR)

- 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 discussion 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. The parties agree to consider the Federal Mediation and Conciliation Service in selection of a 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 X

Preemption

Pursuant to Section 142.117 of the TLGC, this Agreement shall preempt all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department Head or City, or their respective divisions or agents.

ARTICLE XI

Meet and Confer Schedule

The City of Cedar Park and the Cedar Park Professional Firefighters Association shall begin the “Meet and Confer” process for Fiscal Year 2023 by no later than March 15, 2022.

ARTICLE XII

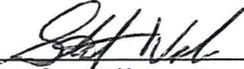
Term

This Agreement shall become effective on October 1, 2019, following ratification by the Cedar Park Professional Firefighters Association and approval by the Cedar Park City Council, in accordance with Section 142.114 of the TLGC. This Agreement shall expire at midnight, December 31, 2022.

<SIGNATURES TO FOLLOW ON NEXT PAGE>

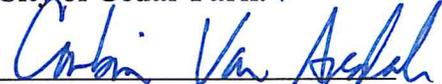
Approved:

Cedar Park Professional Firefighters Association:



Stefen Wilson, President

9/24/19
Date

City of Cedar Park: ^{gpc}


Corbin Van Arsdale, Mayor

9-26-2019
Date

