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(a) The purpose of this ordinance is to establish a Firefighter Bill of Rights in accordance with Arkansas Code § 14-53-201 et seq., providing basic protection(s) for firefighters regarding personnel, disciplinary and promotional actions.

(b) This ordinance supplements and does not supersede existing protections under the IAFF Local #34 Memorandum of Understanding, Civil Service Rules, or other applicable policies.

(c) The procedures under this ordinance serve as a guide for personnel issues with firefighters, consistent with the approach taken for law enforcement officers under Arkansas Code § 14-52-301 et seq.

Section 3. Definitions. As used in this ordinance:

(1) "Firefighter" means a public servant employed by the Little Rock Fire Department with the primary duty of fighting fires and providing fire protection services, limited to those ranks up to and including Captain who are included in a bargaining unit represented by the International Association of Firefighters.

(2) "Formal proceeding" means a proceeding heard before any officer, committee, or other body of city government with the authority to take disciplinary action against a firefighter, including but not limited to Civil Service Commission hearings.

(3) "Official departmental charges" means a written document from the Fire Chief or other lawful authority notifying the accused firefighter that charges of misconduct have been made and setting forth the specifics of the alleged misconduct.

(4) "Pre-disciplinary hearing" means the hearing provided under IAFF MOU Article 45 and Civil Service procedures where a firefighter may respond to proposed disciplinary action before final determination.

Section 4. Disciplinary Proceedings. When a firefighter is under investigation for alleged improper conduct with possible termination, demotion, or other disciplinary action causing loss of pay or status, the following standards apply in addition to existing IAFF MOU protections:

(a) Compensation During Investigation. No adverse inference shall be drawn and no punitive action taken from a firefighter's refusal to participate in investigation or interrogation unless the firefighter is: (1) On duty; or (2) Otherwise fully compensated for time spent in accordance with city and departmental overtime policy, state law, and federal law

(b) Interrogation Location. Interrogations shall take place at: (1) The office of those conducting the investigation; (2) The place where the firefighter reports for duty; or (3) Another reasonable neutral location as determined by the investigator.

(c) Pre-Interrogation Notice. The firefighter shall be informed at commencement of interrogation of: (1) The nature of the investigation; (2) The identity and authority of person(s) conducting the investigation; and (3) The identity of all persons present during interrogation.

(d) Interrogation Procedures. (1) Questions shall be posed by or through only one (1) interrogator at a time; (2) Interrogation shall be for reasonable periods with breaks for rest and personal necessities; and (3) No threats, harassment, promises, or rewards shall be made to induce answers the firefighter has a legal

1 right to refuse (the City Attorney may coordinate with the appropriate prosecuting authority regarding
2 potential immunity from prosecution).

3 (e) Recording and Witness Rights. (1) All interrogations shall be recorded in full; (2) The firefighter
4 may make independent recording of interrogation; (3) The firefighter may have one (1) witness present who
5 shall be a member of the fire department not related to the matter under investigation; and (4) If there is a
6 reasonable possibility that criminal charges may result from the investigation, the firefighter shall be
7 advised of their constitutional rights pursuant to *Garrity v. New Jersey*, 385 U.S. 493 (1967), before any
8 interrogation begins.

9 (f) Formal Proceedings Requirements. (1) No formal proceeding with authority to administer
10 discipline shall be held without official departmental charges; and (2) Official departmental charges shall
11 contain: (A) Specific conduct alleged to be improper; (B) Date and time of alleged misconduct; (C)
12 Witnesses whose information provided basis for charges; and (D) Specific rules, regulations, orders, or laws
13 alleged to have been violated.

14 (g) Pre-Disciplinary Hearing Rights. (1) Firefighters under official departmental charges are
15 entitled to pre-disciplinary hearing before the Fire Chief when disciplinary action is considered; (2) The
16 firefighter may have a person of their choosing present at the hearing; and (3) This supplements existing
17 IAFF MOU Article 45 procedures.

18 (h) Signed Charges Requirement. Formal proceedings under which a firefighter may be penalized
19 shall not be brought except upon charges signed by the person making those charges.

20 **Section 5. Financial Disclosure Protections.** No firefighter shall be required to disclose the
21 following information regarding the firefighter or household members for promotion or assignment
22 purposes: (1) Personal property; (2) Income; (3) Assets; (4) Debts; and/or (5) Expenditures.

23 **Section 6. Political Activity Rights.**

24 (a) Except when on duty or acting in official capacity, firefighters shall not be: (1) Prohibited from
25 engaging in political activity; or (2) Denied the right to refrain from political activity.

26 (b) Firefighters engaging in political activity shall comply with existing Little Rock Fire
27 Department Standard Operating Guidelines regarding the use of department insignia, badges, uniforms, or
28 other identifying materials during such activities.

29 **Section 7. Personnel Action Notification.** Except under exigent circumstances, firefighters shall
30 receive reasonable advance written notice via official departmental charges when personnel action may
31 result in loss of pay, benefits, or status.

32 **Section 8. Anti-Retaliation and Legal Remedies.**

33 (a) No firefighter shall be penalized or threatened with penalty for exercising rights under this
34 ordinance.

1 (b) This ordinance provides additional protection(s) and does not limit other legal remedies
2 available to firefighters.

3 (c) Existing grievance procedures under IAFF MOU Article 6 remain available for violations of
4 this ordinance.

5 **Section 9.** Relationship to Existing Agreements.

6 (a) This ordinance supplements protections in the IAFF Local #34 Memorandum of Understanding
7 and does not diminish any rights thereunder.

8 (b) Where conflicts exist between this ordinance and the IAFF MOU, the provision providing
9 greater protection to the firefighter shall apply.

10 (c) Civil Service Commission procedures remain applicable as provided by law.

11 **Section 10.** Implementation. The Fire Chief shall develop administrative procedures consistent
12 with this ordinance and existing agreements within sixty (60) days of adoption.

13 **Section 11. Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase,
14 or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or
15 adjudication shall not affect the remaining portions of the ordinance, which shall remain in full force and
16 effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the
17 ordinance.

18 **Section 12. Repealer.** All laws, ordinances, resolutions, or parts of the same, that are inconsistent
19 with the provisions of this ordinance, are hereby repealed to the extent of such inconsistency.

20 **Section 13.** Effective Date. This ordinance shall take effect upon passage and publication as
21 required by law.

22 **PASSED: October 6, 2025**

23 **ATTEST:**

APPROVED:

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25 _____
26 **Allison Segars, City Clerk**

Frank Scott Jr., Mayor

27 **APPROVED AS TO LEGAL FORM:**

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30 **Thomas M. Carpenter, City Attorney**

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