

2015 Negotiations between
City of Corpus Christi &
Corpus Christi Fire Fighters Association
LAST BEST FINAL OFFER
CITY OF CORPUS CHRISTI'S PACKAGE PROPOSAL
March 9, 2015
9:00 A.M.

To: Corpus Christi Firefighter's Association

From: The City of Corpus Christi

Date: March 9, 2015 9:00 a.m.

This is the City's Last Best Final Offer package proposal and is presented as **a whole package** and not piecemeal. The Last Best Final Offer package proposal is comprised of the following nine (9) components as outlined below and attached to this proposal:

- 1. Article 33 - Emergency Medical Services**
- 2. Article 12 - Overtime**
- 3. Article 10 - Base Wages**

Base Salaries	1.5% for remaining Fiscal Year 15/16
	1.0% for Fiscal Year 16/17
	1.0% for Fiscal Year 17/18
	1.0% for Fiscal Year 18/19
	1.0% for Fiscal Year 19/20

- 4. Article 11 - Supplemental Pays**
 - a. Paramedic Certification**
 - b. Haz-Mat Assignment**
 - c. Ambulance Shift Pay**
- 5. Article 9 - Association Rights**
- 6. Article 32 - Appointment of Deputy Chiefs and Assistant Chiefs**
- 7. Article 28 - Impasse Procedure – Reopen and Amend Tentative Agreement**
- 8. Article 4 – Duration – Reopen and Amend Tentative Agreement**
- 9. All Other Current Tentative Agreements**

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**03.09.16 9am City's Proposal
Responds to Association Proposal 12.03.15 9:00 a.m.**

**ARTICLE 33
EMERGENCY MEDICAL SERVICES**

Section 1. Certification Requirements.

A. Fire Fighters Hired on or before May 31, 1985.

1. Fire Fighters hired on or before May 31, 1985, need not maintain Paramedic or Emergency Medical Technician (EMT) certification.

2. Fire Fighters hired on or before May 31, 1985, who voluntarily obtained Paramedic or EMT certification and thereafter promoted to Firefighter II-EMS must maintain their certification while remaining in the Firefighter II-EMS rank. However, they may allow their certification to lapse if promoted to Firefighter II-Driver or above.

3. After five years of continuous ambulance service, Fire Fighters hired on or before May 31, 1985 may, upon request, voluntarily demote from Firefighter II-EMS to Firefighter I, and will no longer be used for ambulance duty. Thereafter, they may not be required to maintain Paramedic or EMT certification.

B. Fire Fighters Hired After May 31, 1985.

1. **Obtaining Certification.** Fire Fighters hired after May 31, 1985 must obtain Paramedic certification within 28 months from their date of employment as a condition of employment. Absent mitigating circumstances, failure to obtain Paramedic certification within 28 months shall constitute grounds for discharge.

2. Maintaining Certification.

a. Fire Fighters hired prior to October 1, 2006 must maintain Paramedic certification for a minimum of eight full years as a condition of employment, and thereafter may relinquish certification as provided in Subsection 3 below. A Fire Fighter who loses Paramedic certification prior to completing the eight-year requirement will be granted twelve calendar months from the date s/he lost certification to regain Paramedic certification. Any time period without certification will not count towards the minimum eight full year requirement. Absent mitigating circumstances, failure to re-certify within 12 months after losing certification shall constitute grounds for discharge.

b. Absent exigent circumstances, Fire Fighters hired on or after October 1, 2006, must maintain Paramedic certification for the entirety of their tenure in the

Department as a condition of employment. Failure to maintain Paramedic Certification will result in discharge.

3. Relinquishing Certification.

a. Fire Fighters hired prior to January 1, 2006, who have maintained Paramedic certification for a minimum of eight full years are not thereafter required to maintain Paramedic or EMT certification.

b. Commencing October 1, 2017, Fire Fighters who were hired between January 1, 2006 and September 30, 2006, and who have maintained Paramedic certification for a minimum of eight full years, are not thereafter required to maintain Paramedic certification. However, they must maintain certification at the EMT-B level or higher for the entirety of their tenure in the Department as a condition of employment. Absent mitigating circumstances, failure to do so will result in discharge.

4. Time Period for Re-Certification.

a. A Fire Fighter II-EMS who fails to maintain Paramedic certification will be temporarily reassigned to Firefighter I duties immediately upon loss of certification, and will have 90 calendar days from the date s/he lost certification to re-certify. A Fire Fighter II-EMS who was hired prior to October 1, 2006 and who fails to re-certify within 90 days will be permanently demoted to the rank of Firefighter I. However, the Fire Fighter will retain any seniority earned in the Firefighter II rank and will be eligible for promotion to Firefighter II-EMS if s/he thereafter obtains recertification as a Paramedic. A Fire Fighter II-EMS who was hired on or after October 1, 2006 and who fails to re-certify within 90 days will be discharged.

5. Participation Requirement. Except as provided in Subsection 6 below, all Fire Fighters in the ranks of Fire Fighter I and Fire Fighter II-EMS will be required to participate in ambulance rotation as a condition of employment if they are certified Paramedics and they currently are participating in ambulance rotations on the effective date of this Agreement. Absent exigent circumstances, failure of these Fire Fighters to participate in the ambulance rotation without the available limitations provided for in this Agreement will result in discharge.

6. Limitations to Participation Requirement.

a. Fire Fighter I.

i. Commencing on October 1, 2017, Fire Fighter I's hired between June 1, 1985 and September 30, 2006, who have maintained Paramedic Certification and participated in ambulance rotations for 16 years may request in writing to be removed from the ambulance rotation and thereafter will be assigned to ambulances only during staffing shortages, increased operational needs, extreme conditions or emergencies. The granting or

denial of this request is at the Fire Chief's discretion. The determination of staffing shortages, increased operational needs, extreme conditions or emergencies is not grievable. The Fire Chief may also temporarily deny such requests by declaring a moratorium as allowed in Section 5 of this Article.

ii. Commencing on October 1, 2017, Fire Fighter I's hired on or after October 1, 2006, who have maintained Paramedic Certification and who have participated in ambulance rotations for 20 years may request in writing to be removed from the ambulance rotation and thereafter will be assigned to ambulances only during staffing shortages, increased operational needs, extreme conditions or emergencies. The granting or denial of this request is at the Fire Chief's discretion. The determination of staffing shortages, increased operational needs, extreme conditions or emergencies is not grievable. The Fire Chief may also temporarily deny such requests by declaring a moratorium as allowed in Section 5 of this Article.

b. Fire Fighter II-EMS.

i. Commencing on October 1, 2017, a Fire Fighter II-EMS who was hired between June 1, 1985 and September 30, 2006, has been in the Fire Fighter II-EMS rank for at least 13 years may request in writing to voluntarily demote to Fire Fighter I and to be assigned to ambulances only during staffing shortages, increased operational needs, extreme conditions or emergencies as determined by the Fire Chief and/or City. The determination of staffing shortages, increased operational needs, extreme conditions or emergencies is not grievable. The Fire Chief may temporarily deny such requests by declaring a moratorium as allowed in Section 5 of this Article.

ii. Commencing on October 1, 2017, a Fire Fighter II-EMS who was hired on or after October 1, 2006, has been in the Fire Fighter II-EMS rank for at least 16 years may request in writing to voluntarily demote to Fire Fighter I and to be assigned to ambulances only during staffing shortages, increased operational needs, extreme conditions or emergencies as determined by the Fire Chief and/or the City. The determination of staffing shortages, increased operational needs, extreme conditions or emergencies is not grievable. The Fire Chief may temporarily deny such requests by declaring a moratorium as allowed in Section 5 of the Article.

Section 2. Matters Related to Failure to Obtain & Loss of Certification.

A. Notice to Fire Chief. A Fire Fighter who loses Paramedic or EMT certification must notify the Fire Chief within three days, including Saturdays, Sundays, and City-observed holidays, after the Fire Fighter learns that s/he has lost certification.

B. Loss of Certification Pay. Fire Fighters will lose EMT or Paramedic certification pay commencing immediately upon the loss of certification. If authorization to function as a medical care provider is suspended by the Fire Department's Medical Director, the Fire Chief will provide to the Fire Fighter written notice of the steps necessary to regain certification for those Fire Fighters eligible to regain certification pursuant to this Agreement.

C. Fire Department Assistance. Upon request of a Fire Fighter who has failed to meet or maintain certification requirements, the Fire Department will make available training materials or tutorial assistance for a minimum of 40 hours. The tutorial or training assistance provided will be based upon the recommendations of the Department's EMS training staff and Medical Director. Only if eligible, the Fire Fighter may be reassigned to a 40-hour workweek to complete the tutorial or training assistance. The Department assumes no responsibility for time and expense incurred should the Fire Fighter desire training other than that offered by the Department.

Section 3. Assistant EMS Director.

A. Removal from Position. The current Assistant EMS Director, and any successors, serve at the discretion of the Fire Chief, and may be removed from the assignment without cause. If removed from the assignment, the Fire Fighter will be reassigned to a position at the same civil service rank s/he held prior to his/her appointment.

B. Employment Conditions. The Assistant EMS Director serves in the position under the following conditions:

- Retention of Civil Service status;
- Pay and privileges of the appropriate seniority step of the Battalion Chief rank;
- Continued accrual of vacation, sick and personal leave, and seniority, as per this Agreement;
- Receipt of longevity pay as per this Agreement;
- Continued participation in the City's health and life insurance programs as per this Agreement; and
- Receipt of \$150.00 per month in lieu of paramedic certification pay.

C. Procedure for Filling Position if Vacant. The Fire Chief may fill vacancies in the Assistant EMS Director position by appointment. To be eligible for appointment, a Fire Fighter must be: (i) a Battalion Chief or Captain who is eligible to take the Battalion Chief Exam; and (ii) a certified Paramedic. A person appointed from the rank of Captain is not eligible for promotion to the rank of Assistant Chief by virtue of his/her appointment to the Assistant EMS Director position. However, if the position is appointed from the rank of Captain, the Assistant EMS Director may participate in the Battalion Chief assessment in order to become eligible for future promotion.

Section 4. Temporary Reassignments - Firefighter II-EMS.

A. Entitlement. A Firefighter II-EMS who is regularly assigned to EMS will, upon request, receive temporary reassignment to non-EMS duties for up to two pay periods each six months.

B. Pay/Rank. During these voluntary reassignments, the Fire Fighter will be paid only at the maximum Firefighter I rate for the performance of Firefighter I duties. However, the

reassigned Fire Fighter will continue to hold his/her Firefighter II rank, and will be entitled to all other rights and privileges of that rank.

C. **Scheduling.** Scheduling of a temporary reassignment shall be at the reasonable discretion of the Fire Chief.

Section 5. Commitment to Staffing Needs.

The parties understand and agree that the Fire Department must be able to adequately staff its ambulances at all times as determined by the Fire Chief and/or the City. If, due to staffing shortages, increased operational needs, extreme conditions or emergencies, the Fire Department cannot obtain adequate staffing, the Fire Chief can declare a moratorium on Fire Fighter requests made pursuant to Section 1.B.6. Such moratorium shall continue for a period necessary to meet staffing needs, but may not exceed thirty (30) months. The declaration of a moratorium is not grievable.

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**03.09.16 9am City's Proposal
Responds to Association Proposal – 10.07.2015 @ 1:00 p.m.**

**ARTICLE 12
OVERTIME PAY**

Section 1. Use of “7(k)” Work Cycle in Operations.

During the term of this Agreement, the Department will continue to use a so-called “7(k)” work cycle of 27 days (nine 24-hour shifts) for Fire Fighters assigned to Operations. The “7(k)” cycle is described in the FLSA, and more specifically, in 29 U.S.C. §207(k). The number of hours scheduled in one work cycle for Operations Fire Fighters will be 216 hours, or 192 hours in a work cycle that contains the Fire Fighter’s Kelly Day.

Section 2. Hours Worked.

For purposes of determining entitlement to Cycle Overtime Pay, any leave hours and Kelly Days will not count as actual hours worked. For purposes of determining entitlement to Call Back Overtime Pay, unscheduled vacation leave, unscheduled personal leave and any sick leave hours and Kelly Days will not count as actual hours worked. Call Back Overtime will be due for hours actually worked over 204 hours including scheduled and approved vacation leave and personal leave.

Section 3. “Kelly Days.”

A “Kelly Day” is defined as a 24-hour work shift off. Each Fire Fighter who works an Operations schedule will receive one Kelly Day per quarter. However, a Fire Fighter who is absent from work for a full calendar quarter (January-March, April-June, July-September, or October-December) will receive no Kelly Day for that quarter. Kelly Days will not count as time actually worked for Cycle and Call Back Overtime.

Section 4. Base Pay and Add Pays.

For purposes of this Article, a Fire Fighter’s Base Pay is the salary provided under Article 10, §2 of this Agreement. A Fire Fighter’s Add Pays to be used in calculating overtime pay include Longevity, Certification Pay, Educational Incentive Pay, Assignment Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay.

Section 5. Overtime Pay for Operations Fire Fighters.

A. Cycle Overtime Pay. “Cycle hours” are an Operations Fire Fighter’s regularly scheduled hours of work during a 7(k) work cycle. Fire Fighters will receive Cycle Overtime Pay for hours in excess of 204 hours actually worked during a 7(k) work cycle calculated as follows.

1. $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$.
2. $\text{PPP} \div 80 = \text{Cycle Rate}$
3. $\text{PPP} \div 108 = \text{Dock Rate}$
4. $[\text{Cycle Rate} \times 1.5] - \text{Dock Rate} = \text{Cycle OT Rate}$
5. $[\text{Cycle OT Rate}] \times [\text{hours over 204}] = \text{Cycle OT Pay}$

B. Overtime Pay for Holdover & Call-back Hours. Fire Fighters will receive Overtime Pay for hours worked outside their scheduled work hours during Holdovers. Fire Fighters will receive Overtime Pay for hours actually worked over 204 hours for Call Backs as described in Section 2 of this Article. When off-duty Fire Fighters are called to return to duty, or are subpoenaed to give testimony in court about matters related to their employment, they will be paid from the time called to report to duty, and will be paid for the actual time worked, or for three (3) hours, whichever is greater. Overtime pay under this provision will be calculated as follows.

1. $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$.
2. $\text{PPP} \div 90 = \text{Hourly Rate}$
3. $[\text{Hourly Rate}] \times 1.5 = \text{Overtime Rate}$
4. $[\text{Overtime Rate}] \times [\text{overtime hours}] = \text{Overtime Pay}$

Section 6. Overtime Pay for Non-Operations Fire Fighters.

Fire Fighters who are in Training, Prevention, or work a 40-hour work-week will receive Overtime Pay for hours actually worked over 40 hours in a work week as described in Section 2 of this Article. When off-duty Fire Fighters are called to return to duty, or are subpoenaed to give testimony in court about matters related to their employment, they will be paid from the time called to report to duty, and will be paid for the actual time worked, or for three (3) hours, whichever is greater. Overtime pay under this provision will be calculated as follows.

1. $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$.
2. $\text{PPP} \div 80 = \text{Hourly Rate}$.
3. $[\text{Hourly Rate}] \times 1.5 = \text{Overtime Rate}$
4. $[\text{Overtime Rate}] \times [\text{overtime hours}] = \text{Overtime Pay}$

Section 7. Effect on Other Laws.

A. FLSA. The parties acknowledge that the provisions of this Article differ from the requirements of the FLSA, 29 U.S.C. §201 *et seq.*, and intend that any premium pay required by this Article that is more than what is required by the FLSA be offset against any unpaid liability due under the FLSA for that same work period.

B. **State Law.** To the extent that the requirements of this Article differ from the requirements of State law, including but not limited to Texas Local Gov't Code §142.0015, this provision governs.

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03.9.16 9:00 a.m. City's Proposal to UA10
Responds to UA10 Association Proposal – 10.07.15 @ 1:00 p.m.

ARTICLE 10
BASE WAGES, FIRE FIGHTER CLASSIFICATIONS & STEPS

Section 1. Fire Fighter Classifications & Steps.

A. **Current Classifications & Steps.** The current classifications and the seniority steps within such classifications, for the Fire Department are as follows:

1. Cadet: Step 1 (entry level)
Step 2 (12 months in rank – approx. 4% raise)

2. Firefighter I: Step 1 (entry level)
Step 2 (6 months in rank – approx. 4% raise)
Step 3 (18 months in rank – approx. 5% raise)
Step 4 (30 months in rank – approx. 6% raise)
Step 5 (120 months in rank – approx. 2% raise)

In order to qualify for the 120 month step, a Firefighter I must have 120 months of service in the Corpus Christi Fire Department, not including time as a Cadet, and hold a current advanced Structure Fire Protection Personnel Certification from the Texas Commission on Fire Protection or an EMS certification of EMT-B of higher, as required by this Agreement.

3. Firefighter II: Step 1 (entry level)
Step 2 (6 months in rank – approx. 2% raise)
Step 3 (18 months in rank – approx. 2% raise)
Step 4 (30 months in rank – approx. 2% raise)
Step 5 (120 months in rank – approx. 6% raise)

4. Fire Captain: Step 1 (entry level)
Step 2 (6 months in rank – approx. 3% raise)
Step 3 (18 months in rank – approx. 3% raise)
Step 4 (30 months in rank – approx. 4% raise)
Step 5 (120 months in rank – approx. 5% raise)

5. Battalion Chief: Step 1 (entry level)
Step 2 (6 months in rank – approx. 5% raise)

Step 3 (18 months in rank – approx. 5% raise)
 Step 4 (30 months in rank – approx. 5% raise)
 Step 5 (120 months in rank – approx. 4.5% raise)

B. Re-Opener Clause. The Parties acknowledge and agree that this Agreement does not waive the City’s right under Texas Local Gov’t Code §143.021 to establish, by ordinance, the classifications within the Fire Department, and the number of positions within those classifications. Therefore, the current classifications and the numbers within those classifications adopted may be subject to change. However, should the City change the current classifications, it agrees to provide the Association with advance notice and an opportunity to reopen negotiations only to address changes, if any, that reclassification would have on base wages, step salaries, eligibility for promotion, and other subjects that are proper for collective bargaining negotiations. Should such negotiations result in an impasse, the parties agree to use the Impasse Procedure specified in Article 28 to resolve the impasse. Any change will be implemented only after bargaining is completed and an agreement reached.

Section 2. Wages

A. Commencing on the date this Agreement is ratified, the applicable monthly pay rates for the current classifications and steps within the Department will increase by 1.5% and thus will be as follows:

	<u>Title</u>	<u>Start</u>	<u>6mos</u>	<u>12mos</u>	<u>18mos</u>	<u>30mos</u>	<u>120mos</u>
	Cadet	3145		3280			
	Firefighter I	4019	4198		4391	4675	4781
1.5%	Firefighter II	4781	4875		4976	5085	5401
	Fire Captain	5401	5558		5717	5933	6201
	Batt. Chief	6201	6482		6777	7084	7402

B. All the current classifications and steps within the Department will receive the following percentage pay raises on the following dates:

- October 1, 2016 1.0%
- October 1, 2017 1.0%
- October 1, 2018 1.0%
- October 1, 2019 1.0%

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**03.9.16 9:00 a.m. City's Proposal to UA11
Responds to UA11 Association Proposal – 10.07.15 @ 1:00 p.m.**

**ARTICLE 11
SUPPLEMENTAL PAYS**

A. Certification Pay

Fire Fighters who possess the below-listed certifications from the appropriate State Agency shall receive monthly certification pay in the amounts indicated below:

Intermediate Fire Certification	\$20 per month
Advanced Fire Certification	\$25 per month
Master's Fire Certification	\$30 per month
Certified EMT	\$35 per month
Certified Paramedic	\$75 per month
	for 2014-15, 2015-16
	\$100 per month
	for 2016-17, 2017-18, 2018-19
Fire Prevention Insp.	\$35 per month
Arson Investigator	\$75 per month
Basic Instructor	\$35 per month
Intermediate Instructor, Advanced Instructor or Master Instructor	\$75 per month

B. Assignment Pay

- a. **Operations Assignments.** Fire Fighters who are regularly assigned to perform one of the below-listed jobs will receive Assignment Pay in the amounts indicated:

HAZ-MAT	\$50 per month for 2014-15, 2015-16
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\$75 per month
for 2016-17, 2017-18,
2018-19

Rescue Truck/Station (if HAZ-MAT qualified) \$50 per month

Ambulance Duty

0 to 3 years of continuous ambulance service \$25 per shift worked

4 to 8 years of continuous ambulance service \$35 per shift worked

More than 8 years of continuous ambulance service \$45 per shift worked

b. **Staff Assignments.** Individuals regularly assigned to forty (40) hour week jobs will receive Assignment Pay in the amounts indicated:

0-3 years \$150 per month

4-5 years \$200 per month

6 or more years \$225 per month

C. Temporary Duties in Higher Classification Pay

A Fire Fighter who is temporarily required to perform the duties of a higher classification for a continuous period of four (4) or more hours during any shift shall be paid temporary duties in higher classification pay as follows:

Acting Fire Fighter II \$18 per shift

Acting Captain \$24 per shift

Acting Battalion Chief \$36 per shift

Acting Assistant Fire Chief \$48 per shift

Temporary duties in higher classification pay shall not be considered as a component of salary or compensation for purposes of drag up pay, leave sell back or overtime.

This section is intended to totally pre-empt the requirements of Texas Local Gov't Code §§141.033(b) and 143.038(b) as they pertain to the payment for temporary performance of higher classified duties.

D. Education Incentive Pay

1. Limitations. In order to receive Educational Incentive Pay, a Fire Fighter must have:

- (i) received his/her degree from an accredited college or university; and
- (ii) successfully completed his/her probationary period.

Education Incentive Pay under this Article shall not be considered as a component of salary or compensation for purposes of drag up pay or leave sell back.

2. Educational Incentive Pay Amounts. Fire Fighters who receive a degree from an accredited college or university will be paid Educational Incentive Pay as follows:

- | | | |
|-------|--------------------|-----------------|
| (i) | Associate's Degree | \$100 per month |
| (ii) | Bachelor's Degree | \$200 per month |
| (iii) | Master's Degree | \$250 per month |

The Fire Fighter will commence receiving the appropriate amount the first pay period following presentation of a copy of his/her degree to the City's Human Resources Department.

E. Longevity Pay

Longevity pay shall be \$6.00 per month for each complete year of service up to a maximum of 15 years of service. Thereafter, longevity pay shall be \$4.00 per month for each additional complete year of service after 15 years of service up to a maximum of 25 years of service.

F. Emergency Medical Service Supervisory Officers

Emergency Medical Service supervisory officers, with the exception of the Assistant EMS Director, who are assigned such duties by the Chief shall receive \$150 per month paramedic certification pay in lieu of the paramedic certification pay provided for in Section A of this Article.

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03.09.16 9am City's Proposal

Responds to Association Proposal – 10.07.15 @ 1:00 p.m.

**ARTICLE 9
ASSOCIATION RIGHTS**

Section 1. Payroll Dues Deductions.

A. The Association shall supply the City with all necessary papers and information for payroll deduction of dues and assessments. Such dues or assessments will be deducted in the amount(s) authorized by the individual employee and the Association.

B. The City agrees to deduct Association dues from a Member's pay upon receipt of a "Dues Deduction Authorization" form voluntarily and individually authorized, signed, and dated by the Member. The Member's authorization shall remain in effect until terminated by either the Member or the Association. The form to be used for this purpose is set forth in Appendix "A-1" to this Agreement. The City shall begin dues deductions from a Member's pay in the pay period following receipt of the "Dues Deduction Authorization."

C. The City agrees to deduct special assessments from the pay of all Members of the Association upon receipt of official written notification from the Association President indicating that said special assessment has been approved and ratified by a majority vote of the Association members. The form to be used for this purpose is set forth in Appendix "___" to this Agreement. The City may invoice the Association in the amount of \$50.00 per month to be invoiced by the City on a monthly basis during the period of the special assessment. If the special assessment is a "one time" assessment, the City may invoice the Association in the amount of the actual administrative costs for the "one time" assessment. The City is not responsible for the administration and procedures used by the Association in the election for, collecting, distributing or return of any special assessment monies and the Fire Union shall indemnify the City for any claims with regards to the special assessment. The special assessment ballot shall state the type of assessment, the amount of the assessment, the designated period of the assessment and the date and manner of the reimbursement, if any.

D. An Association Member may revoke his/her authorization for dues deductions at any time by individually providing the City with a signed and completed "Termination of Regular or Special Dues Deduction Authorization" form. The form to be used for this purpose is set forth in Appendix "A-3" to this Agreement. The City shall terminate dues deductions from the Member's pay in the pay period following its receipt of the form. The City will provide a copy of the signed form to the Association's Secretary-Treasurer.

E. The City is obligated to remit to the Association only those authorized sums deducted as dues and special assessments from the Association members' paychecks. The City

will not be liable for damages allegedly caused to the Association, its Members, or other persons by its deduction of, or failure to deduct, authorized sums for any reason and the Fire Union shall indemnify the City for any claims with regards to deductions or special assessments.

Section 2. President's Time Off.

A. Upon election, and in each July thereafter, the Association President may choose to be relieved of duty for the following fiscal year to perform Association duties. The Association President will provide the Fire Chief with written notice of his/her decision within two weeks after election, and thereafter by July 20 for each subsequent fiscal year. If the Association President chooses to be relieved of duty, each Fire Fighter will donate his/her pro rata share of personal leave that would fully cover all the salary and benefits the Association president is entitled to receive which will continue to be paid by the City. That amount will be determined by the City upon the Association president's notification to be relieved of duty. The period during which the Association President is relieved of duty shall not constitute a break in service, and he/she shall be entitled to return to his/her rank upon completion of service as full-time President. In the event of an emergency, the Chief may order the Association President to report for duty as assigned by the Chief.

B. In each year that the Association President chooses to be relieved of duty, the Fire Chief may choose to treat the Association President's absence from duty as creating a vacancy to be filled in accordance with the CSA and this Agreement. When the Association President returns to duty, the last person promoted to the rank held by the Association President will be demoted and placed on a permanent reinstatement list. If this demotion results in further demotions in lower ranks, all persons demoted likewise will be placed on permanent reinstatement lists.

Section 3. Association Activities.

A. **Committee Meetings.** With advance permission from the Fire Chief or his/her designated representative, which will not be unreasonably denied, the Association may schedule small committee meetings on Fire Department property to conduct Association business. Such meetings must be in compliance with any City and Fire Department Policies and must not disrupt the duties of employees or the efficient operation of the Fire Department.

B. **Fund Raising Activities.** With advance permission from the Fire Chief or his/her designated representative, which will not be unreasonably denied, the Association and its members may conduct voluntary fund raising activities for things such as the MDA, cancer awareness, and the United Way, during working time and at their work location, provided the conduct of such business complies with any City and Fire Department Policies and does not interfere with their duties as employees or the efficient operation of the Fire Department.

C. **Educational Leave.** Fire Fighters shall be granted reasonable unpaid leaves of absence to attend fire schools, conventions, or meetings designed to increase Department efficiency and/or to better employees' working conditions, provided that there remains a sufficient number of employees to carry out the Department's normal functions.

D. Convention Delegates. The Association President and up to three (3) elected Association delegates shall all be allowed three (3) paid shifts off per year to attend a convention of the Association's state and/or national parent organizations. In addition, any Fire Fighter who is elected to the Executive Board of the Association's state or national parent organizations shall be allowed three (3) paid shifts off per year to attend such state and national conventions. Any delegate leave days provided for in this paragraph and not used for attendance at the Association's national and state conventions, may, upon the Association's request, be used for attendance at seminars or training sessions approved by the Fire Chief during each year of the contract term.

E. Association Meetings. In any year the Association President chooses not to be relieved of duty, he or she (or his/her designee) will be provided with four (4) hours paid leave to attend each of eight (8) regularly scheduled Association meetings per fiscal year.

F. Pension Board Meetings. Two (2) pension trustees will each be allowed two (2) paid shifts off per calendar year to attend any state pension seminar approved by the Fire Chief. However, the City will not reimburse related travel expenses, food, and lodging.

Section 6. Association Use of City Facilities.

City facilities that are made available to private organizations shall be made available to the Association on the same basis they are made available to other nonprofit organizations.

Section 7. Association President's Access to Department Premises.

With prior notification to and approval by the Fire Chief, which will not be unreasonably denied, the Association President or his/her designee shall have access to Fire Department premises to administer this Agreement. The timing and manner of such visits shall be conducted so as to avoid interference with the functions of the Fire Department and shall be in compliance with all City and Fire Department Policies.

Section 8. Association Access to Fire Cadet Orientations.

A. Neither the City nor the Association will attempt to use the Fire Department Academy training to solicit or discourage Association membership.

B. An Association representative and City representative will jointly present Fire Academy training to each Cadet Class on Association, City and employee rights and duties under this Agreement.

Section 9. Fire Fighter Training on Agreement.

All Fire Fighters will be provided with on-duty training and/or orientation concerning the rights and obligations of the City, Association, and Fire Fighters under this Agreement.

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**10.08.15 9am City's Proposal
Responds to Association Proposal 10.07.15 @ 1:00 p.m.**

**ARTICLE 32
DEPUTY CHIEFS & ASSISTANT CHIEFS**

Section 1. Deputy Chiefs.

The rank immediately below the Fire Chief rank is currently classified as Deputy Chief. Pursuant to Section 143.014 of the Civil Service Act, each person occupying a Deputy Chief position, as authorized by the City Council, shall be appointed by the Fire Chief at the his/her discretion. Persons eligible to be appointed as Deputy Chiefs are limited to those Fire Fighters in the Assistant Chief or Battalion Chief ranks.

Section 2. Assistant Chiefs.

The rank immediately below the Deputy Chief rank is currently classified as Assistant Chief. The Fire Chief retains the authority to appoint Assistant Chief positions at his/her discretion. Persons eligible to be appointed to the rank of Assistant Chief are limited to those Fire Fighters in the Battalion Chief rank.

Section 3. Number of Appointments to Deputy and Assistant Chiefs.

During the term of this Agreement, the Fire Chief may have no more than four appointed Deputy and Assistant Chiefs. All other Deputy and Assistant Chief positions will be filled by competitive examination in accordance with the CSA and this Agreement. The Assistant EMS Director appointment is in addition to these four appointments.

Section 4. Salary of Deputy Chief and Assistant Chiefs.

The Deputy Chief and Assistant Chiefs shall be compensated under the City's Managerial Pay Plan.

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**ARTICLE 28
IMPASSE PROCEDURE**

Section 1. Dispute Conference.

A. **Impasse.** Negotiations for a new Agreement shall commence in accordance with the FPERA and Article 27 of this Agreement. An impasse occurs if the parties have reached the end of the bargaining period and any agreed extensions without complete agreement on a successor agreement. Neither party will insist to impasse upon a permissive subject of bargaining.

B. **Dispute Conference.** The parties' bargaining teams will meet within 14 calendar days after impasse occurs to identify items remaining in dispute. All issues about which proposals were made on mandatory subjects of bargaining, but no agreement was reached, will be considered disputed issues. At the conference, either party may also place any tentative agreements reached during the bargaining period back into dispute by offering new proposals as to those issues. However, any tentative agreements that are not placed back into dispute by either or both parties will become part of the successor agreement resulting from use of the impasse procedure described in this Article. At the end of the Dispute Conference, the parties will produce an agreed list of Disputed Issues of mandatory subjects of bargaining. Only upon mutual agreement will a permissive subject of bargaining be included on an agreed list of Disputed Issues.

C. **No New Issues Allowed.** Neither party is allowed at the Dispute Conference or throughout the rest of this Impasse Procedure to add to the Disputed Issues list any new issues that were not included in either or both parties' proposals during the bargaining period.

Section 2. Optional Mediation After Impasse.

At the Dispute Conference, the parties may mutually agree to utilize a mediator to assist them in resolving the disputed issues. If either party objects, mediation will not occur and the parties will proceed directly to Fact-finding. Mediation, if it occurs, shall extend for no more than 14 calendar days after the Dispute Conference, unless that mediation period is extended by mutual agreement. The function and powers of the mediator shall be as specified in FPERA Section 174.151. Any disputed issues resolved in mediation will be removed from the Disputed Issues list.

Section 3. Fact-finding.

A. **Selection of Fact-Finding Board.** If mediation does not occur, or is unsuccessful in producing a successor agreement, the parties shall submit the dispute to a three-member Fact Finding Board, who will be selected in the following manner. Each party will select a Fact-finder, and those two Fact-finders will select a third neutral Fact-finder.

B. **Payment of Fact-finders and Other Expenses.** The fees and expenses of the neutral Fact-Finder shall be split equally between the City and the Association. Each party will pay the fees and expenses of the Fact-Finder they select. All other expenses, including but not limited to witness fees, shall be paid by the party incurring the expense or calling the witness.

C. **Issues for Fact-Finding Board Consideration.** The issues for consideration by the Fact-finding Board will be all remaining issues on the Disputed Issues list. The parties must present the Fact Finding Board with a package proposal consisting of the disputed issues for the Fact Finding Board to consider. The parties may modify their proposals on the remaining Disputed Issues at this time, but must provide the other side a copy of the package proposal they intend to submit to the Fact-Finding Board at least 14 days in advance of the Fact-Finding hearing. Absent mutual agreement, only mandatory subjects of bargaining may be submitted to the Fact-Finding Board for consideration.

D. **Scheduling the Fact-Finding Hearing.** The Fact-Finding Board will confer with the parties to schedule a mutually agreed hearing date to occur within 60 days after the Board has been selected. If the Fact-finding Board is not available to conduct a hearing within that time period, either party may request that the unavailable Fact-finder be selected using the selection method set out in Subsection A above.

E. **Conduct of the Fact-finding Hearing.** The Fact-Finding Board will conduct a full and fair hearing on the Disputed Issues submitted as a package proposal from each party. The hearing will be informal and strict rules of evidence shall not apply. A stenographic transcription of the Fact-finding hearing will be made, and will include all testimony and exhibits introduced by the parties and accepted by the Fact-Finding Board. The cost of producing the transcript will be borne equally by the parties. The Fact-Finding Board may request testimony and other evidence in addition to that offered by the parties. If either party requests, the Fact-Finding Board shall allow submission of post-hearing briefs no later than 14 days following the close of evidence. Rebuttal briefs will not be allowed.

F. **Factors Affecting the Fact-Finding Board's Recommendation.** In making findings of fact and recommendations, the Fact-Finding Board shall consider the following:

- evidence submitted to it by the parties or obtained at its direction;
- overall total compensation in the current Agreement, including both direct salary and fringe benefits;
- income available to the City and demands on that income;

- total compensation, hours, and conditions of employment of other public and private employees performing similar services in public and private employment in communities deemed comparable to Corpus Christi by the Fact-finding Board;
- total compensation, hours and conditions of employment of all employees of the City of Christi;
- the equity of the total compensation plans within the City of Corpus Christi;
- the hazards of employment, physical, educational, and mental qualifications, job training and skills required of a Corpus Christi Fire Fighter;
- the cost of living in Corpus Christi relative to communities deemed comparable by the Fact-Finding Board;
- the rate of increase in the cost of living for the period covered by the preceding Agreement using localized data to the fullest extent feasible; and
- Concessions made by both parties during the collective bargaining period.

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G. **Fact-Finding Board’s Recommendation.** After consideration of all evidence offered at the Fact-Finding hearing, the Fact-Finding Board shall render a written decision making findings of fact and recommendations as to each Issue in the submitted package of proposals. In the Recommendation, the Fact Finding Board shall exercise its independent judgment and shall not “split the difference.” The Fact Finding Board will recommend adoption of one party’s proposal as to each Issue, no splitting the baby, and explain the rationale behind the recommendations on each Issue. The Fact Finding Board’s decision, which is advisory only, shall be submitted to the City Council and to the Association within 14 days after the hearing, or receipt of the parties’ post-hearing briefs.

H. **Party Meeting on Fact-Finding Board’s Recommendation.** The City and Association will make a sincere and earnest effort to resolve the Disputed Issues through the fact-finding process. Within 14 calendar days after receiving the Fact-Finding Board’s Recommendation, the parties’ representatives will meet and try to reach agreement on each Disputed Issue. Those issues agreed upon will be removed from the Disputed Issues list. Any remaining Disputed Issues will be advanced to binding arbitration.

Section 4. Binding Arbitration.

If a successor agreement is not reached at the Party’s Meeting on the Fact-Finding Board’s Recommendation, the parties will advance remaining Disputed Issues to binding arbitration in the form of a package proposal (last best final offer). Absent mutual agreement, only mandatory subjects of bargaining may be submitted to Arbitration for consideration. The parties may modify their proposals on the remaining Disputed Issues at this time, but must provide the other side a copy of the package proposal they intend to submit to the Arbitrator within 14 days after the meeting referred to in Section 3.H. The parties’ representatives will meet and discuss with each other the package proposal that each shall present to the Arbitrator within 10 days after receiving each other’s package proposal. Any final modifications to the parties’ packages will be made at this meeting. The arbitration shall be considered by a board of three arbitrators, one selected by each party and a neutral selected by the chosen arbitrators. The parties will meet within 14 calendar days after selecting the Arbitration Board to identify those portions of the Fact-finding transcript and exhibits to place before the Arbitration Board, and will

compile an Appendix containing all such information requested by either. Within 14 days after the Appendix is identified, the parties will send to the Arbitration Board a joint submission containing the following:

1. The Appendix;
2. Each party's package proposal on all remaining Disputed Issues; and
3. Post-Hearing Briefs.

The City's Director of Human Resources will be responsible for assembling and providing to the Arbitration Board the parties' joint submission, and will simultaneously provide both parties' representatives a copy of the joint submission. Within 20 days after receipt of the parties' joint submission, the Arbitration Board shall conduct a full and fair hearing over the parties' final package proposals. The hearing will be informal and strict rules of evidence shall not apply. A stenographic transcription of the Arbitration Board hearing will be made, and will include all testimony and exhibits introduced by the parties and accepted by the Arbitration Board. The cost of producing the transcript will be borne equally by the parties. The Arbitration Board may request testimony and other evidence in addition to that offered by the parties. The Arbitration Board may also request post-hearing briefs at its discretion. The hearing will not be closed until the receipt of the post-hearing briefs, if requested. The Arbitration Board shall issue a binding decision selecting the package proposal of one party or the other within 20 days of the close of the hearing. The parties will be bound by the Arbitration Board's decision as to the remaining Disputed Issues to the extent permitted by Texas law and the requirements of this Agreement, and may appeal that decision only on the basis that the Arbitration Board's decision constituted an abuse of discretion, did not follow the requirements of this Agreement, or the arbitration award is not supported by legally sufficient evidence on the whole record. The decision of the Arbitration Board shall resolve the issues for the Agreement period/duration and will not be binding beyond the term of the Agreement period/duration.

Section 5. Resulting Successor Agreement.

Within 7 calendar days after receipt of the Arbitration Board's decision, the parties will execute a successor agreement consisting of the following:

- Any agreements reached during bargaining, mediation, or fact-finding; and
- The package proposal on remaining Disputed Issues selected by the Arbitration Board.

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**ARTICLE 4
DURATION**

This Agreement shall be effective as of the date of signing and shall remain in full force and effect until September 30, 2020, and thereafter until replaced by a successor agreement reached either through good faith bargaining or use of the Impasse Procedure set forth in Article 28 of this Agreement.