

2015 Negotiations between
City of Corpus Christi &
Corpus Christi Fire Fighters Association

TENTATIVE AGREEMENT

**ARTICLE 14
SUPPLEMENTAL RIGHTS & BENEFITS**

Section 1. Uniforms.

A. The City shall pay 100% of the cost of the original issue of uniforms to provide every Fire Fighter with all required original issue items. The Fire Fighter shall thereafter replace or repair said required clothing items.

B. The City retains the right to establish the style and color of the official uniform and its insignia. If the City changes style and color of the uniform, and such changes cause the previous uniform to be obsolete, it shall pay 100% of the original cost.

C. The original issue of uniforms, including patches, to each Fire Fighter shall include the following:

- (1) Two Class "A" uniforms for Cadets;
- (2) One belt and one buckle;
- (3) Six Class "B" pants;
- (4) Six T-shirts;
- (5) One sweatshirt; and
- (6) One Jacket.

D. Fire Fighters will purchase shoes at their own expense.

E. Fire Fighters will receive a monthly clothing allowance of \$67.50.

F. Standards regarding the inspection, maintenance, and replacement of uniforms as well as uniform specifications shall be established by the Fire Chief subject to the requirements of this Agreement.

G. Each Fire Fighter's name, rank, and highest current EMS Certification shall be on all Fire Fighters' shirts as per Department policy. The Department may also require style and color changes to Fire Fighter shirts; however, the City shall be obligated to pay the cost of providing only new three T-shirts to each Fire Fighter, notwithstanding the requirement of Paragraph B of this Section.

Section 2. Mileage Allowance.

Fire Fighters required to use their private automobiles for authorized Department business, or as a necessity in changing stations while on duty shall be compensated at the rate specified by City Policy for all City employees, which is the standard rate adopted by the Internal Revenue Service in effect at the time the miles were driven, or during budget shortfalls or special circumstances, a reduced rate as specified by the Finance Department.

Section 3. Meals.

When it appears that Fire Fighters will be: (1) engaged in fire fighting duties at an emergency scene, (2) engaged in ambulance duties, or (3) relocated to another station for two hours past their normal mealtime, the City will provide the Fire Fighters a meal allowance of \$8.00 per meal per Fire Fighter. A request by the senior officer present at the scene, or in his/her absence, approval by the first senior officer in the chain-of-command, is necessary before a meal will be authorized. The senior officer will submit the request for reimbursement on a form approved by the Chief and made available for that purpose. The City will provide reimbursements within two weeks from the date the form is submitted by fax or otherwise.

Section 4. Relief.

Fire Fighters actively engaged in fire fighting duties at an emergency scene for more than three hours will be relieved from duty and given a rest period of at least thirty minutes. In the event the Fire Fighter is required to remain on-scene for a period of eight (8) hours or more, the Department will make every reasonable effort to relieve the Fire Fighter and return him/her to other duties away from the scene.

Section 5. Reassignment from Fire Prevention.

With the exception of the Fire Marshall, any Fire Fighter who has been assigned to Fire Prevention duties for a period of five consecutive years may request reassignment to other duties. Such requests will be granted as soon as a vacancy is available.

Section 6. Assignment Preference Forms.

The Fire Chief will consider any Station Assignment Preference Forms submitted by Fire Fighters during the prior year. Factors considered by the Chief in making any reassignments include, but are not limited to, the needs of the Department, the location of the preferred fire station, the Fire Fighter's residence, and the Fire Fighter's seniority. Station Assignment Preference Forms generally will not be used to fill vacancies governed by Section 7 of this Article, unless no one bids for the vacancy.

Section 7. Station Assignment by Seniority.

A Department vacancy that occurs due to retirement, termination, promotion, or demotion will be filled using the below-described seniority bid system:

- A. Only Fire Fighters regularly assigned to the shift (A, B or C) in which the vacancy occurs may bid. Within that shift, the five Fire Fighters with the most time in rank are eligible to bid. Those five Fire Fighters per rank may bid to move or to remain at their presently assigned fire station, but must complete and submit an assignment bid.
- B. No more than one Firefighter II EMS position in each EMS Station will be filled by use of this seniority bid procedure. However, when a position to be filled by this procedure becomes vacant, five Firefighter II EMS's are eligible to bid.
- C. For the Firefighter I rank, this seniority bid procedure will be used only to fill positions in non-ambulance stations. Fire Fighter I's who are not eligible to be assigned to the ambulance may not be permanently assigned to EMS stations.
- D. This seniority bid procedure will not be used to fill station vacancies where use of the procedure would cause that shift/station to lack a Fire Fighter who is qualified and authorized to use the automatic defibrillation equipment.
- E. This seniority bid procedure will not apply to move-outs (temporary relocations).
- F. A Fire Fighter assigned to a station through use of the seniority bid procedure may not use the procedure to obtain another assignment for three years thereafter.
- G. Vacancies subject to the seniority bid procedure will be posted for two weeks. Fire Fighters will have seven days after the two-week posting period expires to submit their assignment bids. The Fire Chief will post assignments within seven days after the bid submission deadline.
- H. In the event that no bids are received from the five eligible senior Fire Fighters, the assignment will be made at the Fire Chief's discretion. The top five Fire Fighters on the seniority list who have chosen not to bid on a vacancy cannot be assigned to that vacancy.
- I. Firefighters assigned to relief duty will be those most recently promoted to suppression.

Section 8. Action Outside City Limits.

Fire Fighters who are ordered to respond outside the City limits on any Fire Department mission will be deemed to be acting in the course and scope of their duties as paid Fire Fighters and public safety officer for all purposes.

Section 9. Toxicology Reports.

The City shall pay for the cost of toxicology reports in instances where a Fire Fighter dies and:

- A. The death results from an on-the-job injury; or
- B. The Fire Fighter's family requests a report and the Fire Fighter's recent exposure to excessive smoke or toxic fumes is suspected as a contributing factor.

Section 10. Legal Defense of Fire Fighters.

A. City's Obligation. The City will provide a legal defense to any Fire Fighter who:

- i. Is sued civilly for any action taken by the Fire Fighter while acting within the course and scope of his/her employment; or
- ii. Receives a traffic citation for his/her involvement in a traffic accident while making an emergency response to a fire or other emergency scene while acting in the course and scope of his/her employment.

The City shall provide such legal defense through an attorney not connected with the prosecution of the case.

B. Limitations on City's Liability. The City, by conducting or participating in the Fire Fighter's defense, does not:

- i. assume any obligation or liability not otherwise imposed by law;
- ii. expressly or impliedly waive any available immunity or defense; or
- iii. assume responsibility not otherwise imposed by law for any judgment rendered against the Fire Fighter.

C. Limitation on City's Obligation. The City Manager may in his/her discretion refuse to provide a legal defense to a Fire Fighter where there are independent indications the suit results from the Fire Fighter's intentional acts, gross negligence or recklessness. The City Manager will provided the Fire Fighter a written statement of his/her reasons for declining to provide a legal defense.

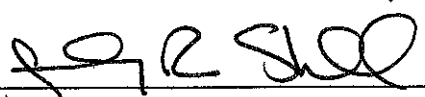
D. Fire Fighter's Obligations. A Fire Fighter against whom a claim is made has the following obligations:

- i. To notify the Fire Chief in writing of any claim being made against the Fire Fighter, and to request a legal defense from the City, not later than ten (10) days from the date the Fire Fighter received notice of such claim;
- ii. If sued, to forward to the City Attorney any demand, notice, summons or other process received by the Fire Fighter within 24 hours; and
- iii. To cooperate with the City in prosecuting the Fire Fighter's defense, in attending any necessary hearings or trial, in securing and giving evidence, and in obtaining the attendance of witnesses; and
- iv. Upon the City's request, to assist in making settlement offers, and in enforcing any rights of contribution or indemnity against any other person or organization who may be liable for all or part of the alleged damages.

Section 11. Copies of Agreement.

The City shall distribute verbatim copies of this Agreement in electronic format to all Fire Fighters within 90 days of execution of this Agreement by the parties. Two hard copies of the Agreement will be maintained at each Fire Station and other work locations for the convenience of the Fire Fighters. The City will also provide the Association with 30 hard copies of the Agreement.

Agreed this 12th day of June, 2015:



Johnny R. Stobbs



Roxana I. Pérez Stevens