

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

**TENTATIVE AGREEMENT**

**ARTICLE 24  
GRIEVANCE PROCEDURE**

**Section 1. Purpose.**

A. **Scope.** The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly resolution of grievances. A "grievance" is defined as any dispute, claim, or complaint concerning the interpretation, application or alleged violation of any provisions of this Agreement. The Association or any Fire Fighter may file a grievance in the manner described in this Article. If a matter is not a "grievance" as herein defined, it may not be submitted to the grievance procedure, including arbitration, for resolution.

B. **Exclusions.** This grievance procedure does not apply to:

1. Fire Fighter appeals of discharges, disciplinary suspensions, demotions, promotional bypasses, and promotional examination appeals, which shall be governed by the procedures set forth in other articles of this Agreement;
2. Any section of this Agreement that is specifically excluded from the grievance procedure:  
and
3. Claims concerning alleged violation of statutes or other law outside the Agreement unless the Agreement specifically incorporates such statute or other law.

Neither the Association nor a Fire Fighter has the right to file or arbitrate grievances concerning matters excluded by this Subsection.

**Section 2. Initiation of Grievances.**

A. **Association & Individual Fire Fighter Grievances.** Each grievance shall be submitted on the form attached to this Agreement as Appendix "\_\_\_." Each written grievance must include:

- (1) the grievant's name and title;
- (2) a brief statement of the grievance and the facts or events on which it is based;
- (3) the date(s) the grievance occurred;
- (4) the sections(s) of the Agreement alleged to have been violated;
- (5) the remedy or resolution sought;
- (6) the Fire Fighter's or Association representative's signature; and
- (7) the date the grievance was received by the Association Grievance Committee.

B. **Group & Class Action Grievances.** If the grievance involves an issue affecting a group of Fire Fighters, it may be filed as a group grievance, and each affected Fire Fighter will

sign the grievance. If it affects the bargaining unit as a whole, or a large class of Fire Fighters, the Association may file it as a "Class Action" grievance by so noting on the grievance form (Appx. \_\_\_\_), and describing the class of persons affected. If the City contests the Association's designation or non-designation of a grievance as a group or class action grievance, and the parties are unable to resolve the dispute, the Arbitrator is authorized to decide the dispute.

**Section 3. Grievance Procedure.**

**A. Step 1 - Informal Attempt at Resolution.**

In order for the City to have notice and an opportunity to correct any alleged unintentional violations of this Agreement, a Fire Fighter (and his/her representative) who is aggrieved should, where appropriate, seek to informally resolve a grievance with his/her supervisor and up the chain of command ending with the appropriate Assistant Chief.

**B. Step 2 - Action by Association Grievance Committee.**

A Fire Fighter or Association Representative must file the formal written grievance with the Association Grievance Committee within 10 calendar days of the date that s/he knew of or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee will forward a notice of receipt of the grievance, with a brief description of its nature, to the Fire Chief or his/her designee within 3 calendar days of receipt of the grievance. The Association Grievance Committee shall within 25 calendar days of receipt of the grievance, determine if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, it shall notify the Fire Chief or his/her designee that no further proceedings are necessary. If the Association Grievance Committee determines that the grievance is valid, it shall so notify the Fire Chief, and forward the completed form (Appx. \_\_\_\_ ) together with the formal written grievance to the Fire Chief.

**C. Step 3 - Action by the Fire Chief.**

Upon receipt of a formal written grievance from the Association Grievance Committee, the Fire Chief or his/her designee shall submit his/her response in writing to the Association Grievance Committee within 25 calendar days of receipt of the grievance. The Fire Chief or his/her designee(s) may, but is not required to, conduct an informal grievance meeting with the Association and the affected Fire Fighter(s) prior to submitting his/her response. The Fire Chief's response will be on the form attached to this Agreement as Appendix \_\_\_\_.

**D. Step 4 - Action by the City Manager.**

The Association Grievance Committee shall have 10 calendar days following its receipt of the Fire Chief's response to submit the grievance to the City Manager. The City Manager or his/her designee may, but is not required to, conduct an informal grievance meeting with the Association representative(s) and affected Fire Fighters. The City Manager or his/her designee shall submit his/her written response to the Association Grievance Committee using the form attached to this Agreement as Appendix D-4 within 25 calendar days of receiving the grievance.

**E. Step 5 - Invocation of Arbitration.**

The Association Grievance Committee shall have 10 calendar days after it receives the City Manager's response to submit the matter to arbitration. The Association will provide written notice to the City Manager of its intent to submit the grievance to arbitration.

**Section 5. Arbitration Procedure.**

**A. Arbitrator selection; setting hearing.** If a grievance is submitted to arbitration, the City and Association may mutually agree to a neutral arbitrator. If the parties are unable to do so after 14 calendar days, either may request a list of 7 arbitrators from the American Arbitration Association (AAA). The party requesting a list of arbitrators will provide a copy of the request to the other party. Within 10 calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by alternately striking names from the list. The parties shall flip a coin in front of the Director of Human Resources, or designee, to determine who strikes first. When only one name remains, that person shall serve as the arbitrator. The parties will promptly notify the AAA of the arbitrator's selection. The AAA will notify the chosen arbitrator who, together with the parties' representatives, will select a time, place and date for the arbitration hearing.

**B. Arbitration hearing & decision.** The following procedures will govern the conduct of the arbitration hearing.

1. The hearing will be conducted informally and the strict rules of evidence or pleadings shall not apply.

2. The Association will bear the burden of proof by a preponderance of the evidence.

3. An official stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing and the cost of the transcript will be shared equally. If there is no agreement on this point, a party desiring to do so may have a transcript made at that party's sole expense. However, in that case, the arbitrator will determine whether s/he will receive a copy of the transcript. If the party not ordering the transcript wishes to have a copy, that party will have to obtain and pay for the copy through the court reporter who prepared the official stenographic transcription.

4. The parties are responsible for any cost necessary to secure the presence of their witnesses at hearing, except that the Fire Department will make subpoenaed Fire Fighters who are scheduled to work available to testify.

5. Upon request of either party addressed to the opposing party at least 2 calendar weeks prior to the hearing date, the parties shall exchange the names of witnesses expected to be called at the hearing. Except for true rebuttal witnesses whose testimony could not reasonably have been anticipated, the arbitrator shall exclude the testimony of a witness that a party failed to identify after timely request to identify.

6. Upon request of either party addressed to the opposing party at least 2 calendar weeks prior to the hearing date, the parties shall exchange documents to be used as exhibits at the hearing. Upon failure of a party to disclose such exhibits the arbitrator shall exclude their admittance, unless the exhibit is used as a rebuttal exhibit and its use at the hearing could not have reasonably have been anticipated.

7. The arbitrator shall have the power to subpoena witnesses, records and other evidence. At least two calendar weeks prior to the hearing, the party requesting the subpoenas shall prepare such subpoenas and ask the Arbitrator to sign them. Each party shall be responsible for and bear the cost of serving the subpoenas to its witnesses. A party may apply to the arbitrator to quash a subpoena so issued.

8. The parties, in writing, may request discovery before the hearing. A party's failure to provide the requested information within 2 calendar weeks of the discovery request will be deemed a denial of the discovery request. The requesting party may then petition the arbitrator to compel such discovery if appropriate to the nature of the case. 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, the objections of the party resisting the discovery request, and such other matters as s/he may deem material. The arbitrator's decision as to appropriate discovery will be final. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within 5 calendar weeks prior to the hearing.

9. Within thirty (30) calendar days after conclusion of the hearing, or after receipt of closing briefs if requested, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and City.

10. The losing party shall pay all of the arbitrator's fees and expenses. The arbitrator's written opinion shall designate the losing party for purposes of this requirement. If the arbitrator determines that both parties lost in part, s/he will apportion fees and expenses accordingly.

C. **Arbitrator's Authority.** The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement(s) thereto. The arbitrator shall have no authority to add to, subtract from, or modify the applicable provisions of this Agreement in arriving at a decision on the issue or issues presented. The arbitrator shall confine his/her decision to the interpretation, application or enforcement of this agreement as applicable to the facts and circumstances presented. The arbitrator shall confine himself/herself to the issues submitted for arbitration, and shall have no authority to determine any issue not properly submitted by the parties. However, if the parties disagree as to the issue(s) for decision, the Arbitrator is authorized to frame the appropriate issue.

## **Section 6. Enforcement of Grievance/Arbitration Procedure Time Limits.**

A. For the purpose of this Article, if the due date for any response or notice falls on a Saturday, Sunday, or City-observed holiday, then the due date will extend to the next day that is not a Saturday, Sunday or City-observed holiday.

B. All time limits set forth in this Article must be strictly observed unless extended by mutual consent. Failure of the Association to comply with the time limits set forth, absent legitimate excuse, will constitute abandonment of the grievance, and no further action may be taken. Failure of the City to respond within the time limits, absent good cause, will constitute a denial of the grievance effective the last date of the response period, and the grieving party may proceed to the next step of the grievance procedure.

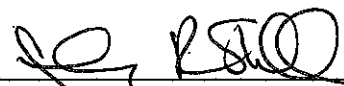
**Section 7. Arbitrator's Ruling Binding; Election of Remedies.**

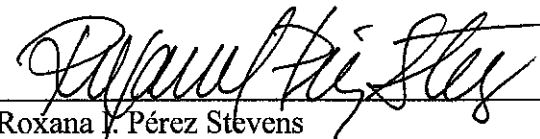
The arbitrator's decision as to matters properly grievable under this Article is final and binding on the parties. The parties understand and agree that filing a grievance concerning a matter properly grievable under this Article constitutes an election of remedies. Any appeal of an arbitrator's decision shall be strictly and solely limited to the following grounds:

- that the arbitrator exceeded his/her authority as provided under this Agreement;
- that the arbitrator's decision was procured by fraud, collusion or other unlawful means; or
- that the arbitrator's decision represents a clear and manifest error of law.

The Association or the City may file an appeal of the arbitrator's decision based on these limited grounds in the District or County Court at Law in Nueces County, Texas.

Agreed this 16<sup>th</sup> day of April, 2015:

  
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Johnny R. Stobbs

  
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Roxana I. Pérez Stevens