

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

**07.27.15 9am City's Proposal
Responds to Association Proposal – 7.21.15 @ 9:00 a.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. 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.

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 salary and benefits~~ the Association president is entitled to receive ~~which will continue to be paid by the City.~~ That amount will be determined 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.

Deleted: The City shall continue to pay all salary and benefits the Association President is entitled to receive.

Deleted: the base salary

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 reinstatement list in accordance with the CSA and this Agreement.

Deleted: permanent

Deleted: 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.