

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

**TENTATIVE AGREEMENT**

**ARTICLE 16  
SICK LEAVE & SICK LEAVE POOL**

**Section 1. Accrual of Sick Leave**

Fire Fighters will accrue sick leave in the amount of 15 working days with pay per year. For purposes of this Article, a "working day" is defined as follows:

- For Operations Fire Fighters 12 hours
- For Non-Operations Fire Fighters 8 hours

**Section 2. Use of Sick Leave for Personal Illness or Injury.**

Fire Fighters may use sick leave in connection with a personal illness or injury. Absent exigent circumstances, the ill or injured Fire Fighter shall notify the appropriate Battalion Chief on duty immediately after he/she knows that s/he will be absent on account of illness or injury.

**Section 3. Use of Sick Leave for Immediate Family Member.**

In the event of serious illness or death in the Fire Fighter's immediate family, the Fire Fighter shall be granted sick leave at the request of the employee. The immediate family, for purposes of this Agreement, shall be defined to include parents, step-parents, legal guardian, spouse, mother-in-law and father-in-law, children, brothers, sisters, grandparents, and grandchildren.

**Section 4. When Physician Statement Required.**

Fire Fighters will be required to furnish a Physician's statement certifying to their illness or injury in the following circumstances:

- When an Operations Fire Fighter is absent more than 2 consecutive work shifts;
- When a Non-Operations Fire Fighter is absent more than 3 consecutive calendar days; and
- Anytime the Chief, in his/her judgment, deems it appropriate for a just cause.

**Section 5. Sick Leave Retirement Pool**

A. During the term of this Agreement, the City will continue to maintain the existing Sick Leave Retirement Pool for Fire Fighters, and will continue to have a maximum balance of 2,000 days, and a minimum balance of 500 days. The Pool shall be used to compensate Fire Fighters who retire with a sick leave account having more than 90 days, but less than the

maximum buy back amount under Section 6.A. Eligible Fire Fighters shall be compensated from the Sick Leave Retirement Pool for the difference between their accrued amount and the maximum allowed.

B. Quarterly accounting will be done to keep track of the current balance in the Pool. When the deduction of days from the Pool reduces it to a minimum of 500 days, the City will deduct 2 sick leave days from the sick leave account of each Fire Fighter once per year until the pool reaches its 2,000 day limit.

**Section 6. Drag Up Pay for Unused Sick Leave.**

A. Except in cases of disability retirement, Fire Fighters who separate will be paid by the City for the unused sick leave in their sick leave account subject to the following limits based on their years of service at separation:

<b>Years of Service</b>	<b>Maximum Sick Leave Buyback</b>
Less than 4 full years of service	Zero days
4 full years of service	Not more than 30 days
5 full years of service	Not more than 40 days
6 full years of service	Not more than 50 days
7 full years of service	Not more than 60 days
8 full years of service	Not more than 70 days
9 full years of service	Not more than 80 days
10 full years of service	Not more than 90 days
20-24 full years of service	Not more than 150 days
25 or more full years of service	Not more than 180 days

For purposes of this Section, a “day” of leave means:

- 12 hours for Operations Fire Fighters
- 8 hours for Non-Operations Fire Fighters.

B. Fire Fighters who retire with a sick leave account having more than 90 days, but less than the maximum buy back amount under Section 6.A, shall be compensated from the Sick Leave Retirement Pool for the difference between their accrued amount and the maximum allowed. For example, a 26-year Fire Fighter who retires with 150 days in his/her sick leave account would be paid for the maximum 180 days, 30 of which would be deducted from the Sick Leave Retirement Pool. This provision does not apply to disability retirements.

C. If a Fire Fighter dies prior to separation from the Department, his/her beneficiaries will be paid the greater of:

- The maximum amount allowed under Section 6.A; or
- The entire amount of his/her accumulated sick leave.

**Section 7. Drag Up Pay Rate.**

For each hour of Drag Up pay to which they are entitled, Fire Fighters will be paid according to the appropriate formula below. For purposes of this Section, a Fire Fighter's Base Pay is the salary provided under Article 10, §2 of this Agreement. A Fire Fighter's Add Pays include any applicable longevity, Certification Pay, Assignment Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay. The formulas are:

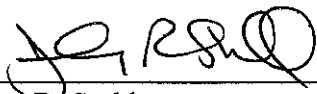
**Operations Fire Fighters –**

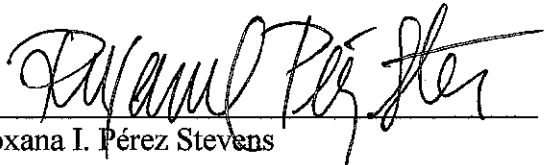
$$[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 2808 = \text{Drag Up Hourly Rate}$$

**Non-Operations Fire Fighters –**

$$[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 2080 = \text{Drag Up Hourly Rate}$$

Agreed this 17<sup>th</sup> day of April, 2015:

  
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Johnny R. Stobbs

  
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Roxana I. Pérez Stevens