

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

TENTATIVE AGREEMENT

**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; and
- 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.

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.

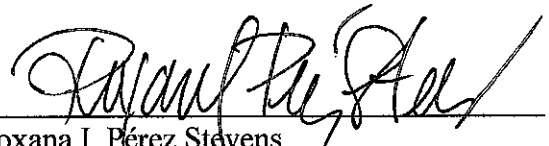
Within 7 calendar days after receipt of the Arbitration Board's decision, the parties will execute a successor agreement consisting of the following:

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

Agreed this 17th day of April, 2015:



Johnny R. Stobbs



Roxana I. Pérez Stevens