

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

**TENTATIVE AGREEMENT**

**ARTICLE 27**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

**Section 1. Association Negotiating Team; Paid Time Off.**

Four members of the Association's negotiating team (excluding alternates), or a number equal to the size of the City's negotiating team, if larger (excluding alternates) shall be paid as follows for mutually-scheduled negotiation sessions:

- They will be allowed paid time off to attend agreed negotiation sessions that occur during their regularly scheduled work hours.
- They will receive compensatory time off in an amount equal to the number of non-duty hours spent at the negotiation session, limited to a maximum of ten hours per negotiation session.

Hours granted under this section are not considered hours worked for purposes of overtime accrual under the F.L.S.A. and this Agreement. The time off must be scheduled and approved by the Fire Chief or his/her designee at least one shift before it is used.

**Section 2. Bargaining Period.**

Negotiations for a new collective bargaining Agreement shall commence in accordance with Chapter 174 of the Texas Local Government Code, except as modified by this Agreement. The parties shall commence negotiation for a successor agreement on an agreed date occurring no less than 180 days prior to expiration of the Agreement. The bargaining period will last 60 days from the date of the first negotiation session, and may be extended for specified periods thereafter by mutual written agreement. Negotiations will be considered at impasse if the parties fail to reach agreement on a successor agreement by the end of the initial bargaining period and any agreed extensions. However, neither party will insist to impasse upon a permissive subject of bargaining. Upon impasse, either party may invoke the Impasse Procedure set forth in this Agreement.

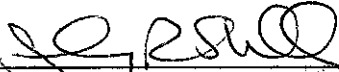
**Section 3. Designated Bargaining Representatives.**

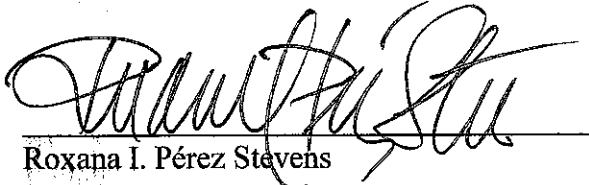
Both the City and the Association are entitled to select persons to serve as designated members of their respective bargaining teams, and to represent them in grievances, arbitrations, and other proceedings. However, the City will not select a Fire Fighter holding a rank below Assistant Chief to represent the City, and the Association will not select any Fire Fighter holding a rank above Battalion Chief to represent the Association and bargaining unit employees.

**Section 4. Duty to Bargain in Good Faith**

All collective bargaining negotiations shall be conducted exclusively between the designated bargaining representatives of the City and the Association. Neither the City nor the Association shall make any effort to bypass the designated bargaining representatives of the other party during the collective bargaining process for a new contract. The obligation imposed by this section is the same as the duty to bargain in good faith set forth in Texas Local Gov't Code §174.105. Should either party contend the other is violating such duty, the parties shall convene as soon as possible with the assistance of a mutually agreed upon and neutral mediator to resolve the dispute. Should mediation fail to resolve the dispute, either party is free thereafter to seek legal recourse to remedy a claimed violation. The negotiation period will be suspended during the time period for mediation and, if legal recourse is sought, for the time period necessary to seek temporary injunctive relief. Thereafter, negotiations will resume, subject to any affirmative orders from the Court on how to proceed.

Agreed this 24<sup>th</sup> day of June, 2015:

  
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Johnny R. Stobbs

  
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Roxana I. Pérez Stevens