

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

Association Proposal – 7.21.2015 @ 9:00 a.m.
[Responds to City Proposal 7.20.15 3pm]

**ARTICLE 12
OVERTIME PAY**

Section 1. Use of “7(k)” Work Cycle in Operations.

During the term of this Agreement, the Department will continue to use a so-called “7(k)” work cycle of 27 days (nine 24-hour shifts) for Fire Fighters assigned to Operations. The “7(k)” cycle is described in the FLSA, and more specifically, in 29 U.S.C. §207(k). The number of hours scheduled in one work cycle for Operations Fire Fighters will be 216 hours, or 192 hours in a work cycle that contains the Fire Fighter’s Kelly Day.

Section 2. Hours Worked.

For purposes of determining entitlement to Cycle, Overtime Pay, leave hours and Kelly Days will not count as actual hours worked.

Deleted: and Call Back

Deleted: Call Back Overtime Pay will be due for hours actually worked over 204 hours.

Section 3. “Kelly Days.”

A “Kelly Day” is defined as a 24-hour work shift off. Each Fire Fighter who works an Operations schedule will receive one Kelly Day per quarter. However, a Fire Fighter who is absent from work for a full calendar quarter (January-March, April-June, July-September, or October-December) will receive no Kelly Day for that quarter. Kelly Days will not count as time actually worked for Cycle and Call Back Overtime.

Section 4. Base Pay and Add Pays.

For purposes of this Article, a Fire Fighter’s Base Pay is the salary provided under Article 10, §2 of this Agreement. A Fire Fighter’s Add Pays to be used in calculating overtime pay include Longevity, Certification Pay, Educational Incentive Pay, Assignment Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay.

Section 5. Overtime Pay for Operations Fire Fighters.

A. Cycle Overtime Pay. “Cycle hours” are an Operations Fire Fighter’s regularly scheduled hours of work during a 7(k) work cycle. Fire Fighters will receive Cycle Overtime Pay for hours in excess of 204 hours actually worked during a 7(k) work cycle calculated as follows.

1. $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$.
2. $\text{PPP} \div 80 = \text{Cycle Rate}$
3. $\text{PPP} \div 108 = \text{Dock Rate}$

4. [Cycle Rate x 1.5] – Dock Rate = Cycle OT Rate
5. [Cycle OT Rate] x [hours over 204] = Cycle OT Pay

B. Overtime Pay for Holdover & Call-back Hours. Fire Fighters will receive Overtime Pay for hours worked outside their scheduled work hours. When off-duty Fire Fighters are called to return to duty, or are subpoenaed to give testimony in court about matters related to their employment, they will be paid from the time called to report to duty, and will be paid for the actual time worked, or for three (3) hours, whichever is greater. Overtime pay under this provision will be calculated as follows.

1. [Annual Base Pay + Annual Add Pays] ÷ 26 = Pay Period Pay (PPP).
2. PPP ÷ 90 = Hourly Rate
3. [Hourly Rate] x 1.5 = Overtime Rate
4. [Overtime Rate] x [overtime hours] = Overtime Pay

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Section 6. Overtime Pay for Non-Operations Fire Fighters.

Fire Fighters who are in Training, Prevention, or work a 40-hour work-week will receive Overtime Pay for hours actually worked outside their scheduled work hours. When off-duty Fire Fighters are called to return to duty, or are subpoenaed to give testimony in court about matters related to their employment, they will be paid from the time called to report to duty, and will be paid for the actual time worked, or for three (3) hours, whichever is greater. Overtime pay under this provision will be calculated as follows.

1. [Annual Base Pay + Annual Add Pays] ÷ 26 = Pay Period Pay (PPP).
2. PPP ÷ 80 = Hourly Rate.
3. [Hourly Rate] x 1.5 = Overtime Rate
4. [Overtime Rate] x [overtime hours] = Overtime Pay

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Section 7. Effect on Other Laws.

A. FLSA. The parties acknowledge that the provisions of this Article differ from the requirements of the FLSA, 29 U.S.C. §201 *et seq.*, and intend that any premium pay required by this Article that is more than what is required by the FLSA be offset against any unpaid liability due under the FLSA for that same work period.

B. State Law. To the extent that the requirements of this Article differ from the requirements of State law, including but not limited to Texas Local Gov't Code §142.0015, this provision governs.