

**AGREEMENT
BETWEEN
THE CITY OF CORPUS CHRISTI**

AND

**THE CORPUS CHRISTI FIREFIGHTERS'
ASSOCIATION**

August 1, 2011 TO July 31, 2014

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PREAMBLE

The following agreement is made by and between the City of Corpus Christi, Texas, hereafter referred to as "the City", and the International Association of Firefighters, Local Union 936, hereinafter referred to as "the Union." The City and the Union agree that the establishment of fair and reasonable compensation and other conditions of employment is a primary purpose of this agreement as well as the promotion of harmonious relationships between the City and the Union. This agreement has been negotiated through the collective bargaining process with the objective of serving the aforementioned purpose and with the further object of fostering effective cooperation between the City and its Firefighters. Now, therefore, in consideration of mutual promises and agreements contained herein, the parties agree as follows:

ARTICLE I **DEFINITIONS**

1. "Accredited college or university," means a college or university whose accreditation is approved by the Texas Higher Education Coordinating Board.
2. "City" means the City of Corpus Christi.
3. "Union" means the International Association of Firefighters, Local Union 936.
4. "Employee" means any sworn, certified, full-time paid employee who regularly serves in a professional fire fighting capacity. The Fire Chief and all civilian non-uniformed employees are excluded from receiving wages or benefits as provided under this contract, and therefore are not included within the definition of employee.
5. "Members" means any employee who is on the membership list of and pays dues to the Union.
6. "Supervisor" means any officer with the rank of Fire Captain or above.
7. "Civil Service Commission" means the Civil Service Commission of the City of Corpus Christi.
8. "Chief of the Department" means the Fire Chief of the City of Corpus Christi.
9. "City Manager" means the City Manager of the City of Corpus Christi.
10. "Chapter 143" means Chapter 143 of the Local Government Code, Vernon's Texas Codes Annotated, 1987. Article 5154c-1 shall mean "Chapter 174 Fire and Police Employee Relations" of the Vernon's Texas Codes Annotated, Local Government Code, Chapter 174.
11. "Cadet" means an individual employed by the Fire Department who is attending the Fire Academy and who has not graduated.

12. "Fire academy" means all training necessary to prepare and certify cadets for employment as a firefighter, to include State firefighter certification, and initial State EMT, and Paramedic certification.
13. "Certified EMT" (Emergency Medical Technician) means a firefighter who has a current certification as an Emergency Medical Technician from the appropriate State agency, and who maintains a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
14. "EMT Certification" consists of a current certification as an Emergency Medical Technician from the appropriate State agency, and a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
15. "Certified Paramedic" means a firefighter who has a current certification as an Emergency Medical Technician-Paramedic, or a current license as a Licensed Paramedic, from the appropriate State agency and who maintains a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
16. "Paramedic Certification" consists of a current certification as an Emergency Medical Technician-Paramedic, or a current license as a Licensed Paramedic, from the appropriate State agency and a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
17. "Probationary Period" shall be 18 months from the date of hire, unless a firefighter is unable to obtain initial paramedic certification under Texas law within twelve (12) months from the date of hire. If a firefighter fails to obtain said paramedic certification within twelve months of date of hire, the end of the probationary period will be six (6) months from the date the Employee was examined for the written portion of the paramedic examination (currently the National Registry exam) as long as, the Employee passed on that date and it was within eighteen (18) months of initial date of hire. Failure to obtain initial certification based on the paramedic examination taken within eighteen (18) months from the date of hire shall result in termination as per Article IX Section 5. For example – if an Employee hired on September 1, 2005, passed the written exam taken on December 1, 2006, the probationary period shall be extended to June 1, 2007.

ARTICLE II

RECOGNITION AND GENERAL PROVISIONS

Section 1. Recognitions.

The City recognizes the Union as the exclusive bargaining agent for a bargaining unit consisting of each sworn, certified Firefighter in the Fire Department of the City of Corpus Christi.

It is understood that this bargaining unit does not include the Chief of the Department and does not include civilian non-uniformed personnel.

It is understood that this bargaining unit does not include Cadets enrolled in the Fire academy, but that such persons become members of the bargaining unit at the time they graduate from the Fire academy.

Section 2. Amendments.

The Union and the City may jointly agree to negotiate possible changes in the contract during its term. Such negotiations shall be set at the convenience of both parties. In order for the contract to be amended both parties must agree upon the amendment. Amendments to the contract must be ratified by appropriate parties.

Section 3. Prevailing Rights.

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not specifically mentioned in this agreement, shall remain in full force and effect and shall not be diminished in any manner during the term of this agreement, unless by amendment by mutual consent of the parties.

Section 4. Rulings and Records of Civil Service Commission.

All rules, opinions, directives, decisions, and orders issued by the Civil Service Commission shall be preserved in written minutes. Such actions need not be copied verbatim in the minutes; it shall be sufficient to accurately summarize such actions. The Chairperson or, in his/her absence, the Vice- Chairperson of the Commission shall sign the minutes; the signatures of the concurring members on any action shall not be required. The Commission may, if it desires, cause any rules, decisions, directives, or orders to be reduced to writing, apart from the minutes. All such written records of the Commission shall be public records. The City will notify the Union of any items on the Civil Service Commission's agenda that may affect Firefighters and/or the Fire Service.

ARTICLE III

NONDISCRIMINATION

This agreement applies equally to all Firefighters of the City of Corpus Christi, and the parties agree to apply the provisions of this agreement to all Firefighters without discrimination because of race, color, sex, age, religious creed, national origin or Union affiliation.

Specifically, the City will not:

- (1) Interfere with, restrain, or coerce employees in the exercise of their right to organize and bargain collectively as provided by law, or in the exercise of rights provided by this agreement; or encourage or discourage membership in or support of the Union; or interfere with the administration of the Union;
- (2) Discharge or otherwise discriminate against any employee in regard to tenure of employment or any term or condition of employment on account of membership in or support of the Union, or on account of any lawful Union activity.

Specifically, the Union will not:

- (1) Interfere with, restrain or coerce employees in the exercise of their right to organize and bargain collectively as provided by law, or in the exercise of rights provided by this agreement;
- (2) Cause or attempt to cause any employee to discriminate against any other employee because of the employee's membership or non-membership in any employee organization, or in any manner prohibited by this agreement.

ARTICLE IV
WORKING CONDITIONS

Section 1. Work Week and Duty Hours.

- A. The regular work shift for fire fighting personnel assigned to fire suppression or emergency medical services duties shall be based upon a schedule of twenty four (24) hours on and forty eight (48) hours off for a yearly average of fifty four (54) hours per week. For purposes of overtime calculations under the Fair Labor Standards Act, the City shall utilize a twenty seven (27) day work cycle; sick leave, vacation and "Kelly Days" will not be considered as time worked for said overtime calculations.
- B. The regular duty hours for each shift shall begin at 8:00 a.m. on the day to be worked and shall end at 8:00 a.m. on the following day. For employees required to work the twenty four (24) hours on and forty eight (48) hours off schedule, twelve (12) scheduled working hours shall be counted as one (1) work day for vacation or sick leave purposes.
- C. Any work required in holdover from a shift as a result of a late return to the station from a fire call or ambulance call, shall be compensable to the nearest fifteen (15) minutes. The preceding sentence shall not apply where the holdover was a result of the employee having been ordered to be on standby or by his/her having been dispatched to a fire as a part of the relief for another crew. In any event, where the holdover period exceeds fifteen (15) minutes the employee shall be compensated for the entire holdover period at the overtime rate.
- D. If an employee is absent from work for a full calendar quarter, as a result of an on-duty injury, the employee will accrue no "Kelly Days" attributable to that calendar quarter.
- E. The firefighters understand and agree that the City compensates them in full for all their regularly scheduled hours. Firefighters assigned to fire suppression or emergency medical services receive straight time monetary compensation to work two hundred sixteen (216) hours in each twenty seven (27) day work period.

Section 2. Personnel Assigned to 40 Hour Work Week.

- A. The regular work week for Employees at the rank of Battalion Chief and above, not assigned to 54 hour week, shall be a forty hour work week, with the schedule determined by the Fire Chief.
- B. The regular work week for personnel below the rank of Battalion Chief assigned to the Fire Prevention or Training Division shall be forty (40) hours per week. The regular weekly schedule will be four (4) ten (10) hour shifts per week. If the staffing level in the Fire

Prevention Division falls to 50% or less of the required level for that activity, the Fire Chief, at his/her discretion, may alter the regular weekly schedule of the employees assigned to that activity. In the Training Division, the Fire Chief, at his/her discretion, may alter the regular weekly schedule at any time. A four (4) ten (10) hour day weekly schedule will begin at 8:00 a.m. and will end at 6:30 p.m. with a thirty (30) minute unpaid meal period.

- C. Employees below the rank of Battalion Chief assigned to the Fire Prevention or Training Division may elect, once each year and with the approval of the Fire Chief, to work a weekly schedule of five (5) eight (8) hour shifts. This election will continue in effect for a year, subject to alteration by the Fire Chief as provided in paragraph B above.
- D. Employees who work a weekly schedule of four (4) ten (10) hour shifts will accrue and use, on an annual basis, three (3) ten (10) hour personal leave days, as provided in Article IV, Section 7, and seven (7) ten (10) hour holidays. If the employee does not work a weekly schedule of four (4) ten (10) hour shifts for an entire year, the personal leave and holiday hours accrued for that year shall be prorated accordingly.

Section 3. Overtime.

All employees shall be paid for authorized overtime work at the rate of 1-1/2 times the regular rate.

“Regular rate” and “regular rate of pay” after the date of execution of this agreement means base pay, longevity, education incentive, assignment and certification pay only.

Such rate for positions with scheduled work weeks other than forty (40) hours shall be computed on the basis of 173.33 hours per month for payment of cycle pay and holiday pay. All other overtime will be computed on the basis of one hundred and ninety five (195) hours per month. Overtime will be computed only for actual hours worked over the scheduled work week. Compensatory time off equal to the actual hours of overtime may be taken in lieu of overtime pay upon the mutual agreement of the department head and the employee. Overtime shall be computed to the nearest quarter hour. The conceptual formula for the payment herein for overtime work after the date of execution of this agreement is set forth in Appendix D.

Overtime at the rate of 1-1/2 times the regular rate of pay will be paid for work performed on any City holiday as per Section 6 of Article IV.

Any off-duty Firefighters who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment shall be compensated at the rate of 1-1/2 times the Firefighter's regular rate of pay from the time the Firefighter is ordered to report to duty, and shall be paid for the actual time worked in that shift or for a minimum of three (3) hours for any one (1) call-back incident.

Compliance Provision.

The parties agree and understand that the agreement of the parties to use 173.33 hours per month for cycle and holiday overtime pay and one hundred and ninety-five (195) hours per month for all other overtime pay does not constitute the straight time or regular rate for regularly scheduled hours of work for purposes of this agreement.

It is also agreed and understood that to the extent that the City's current or past payroll practice is inconsistent or conflicts with the provisions of the Texas Local Government Code Section 142.0015 and 142.0016, the provisions of this contract or past contract shall control.

It is agreed by the parties that should any overtime liability result under the terms of this contract, state law, or the Fair Labor Standards Act that the City is entitled to use any extra overtime premium paid resulting from using overtime rates based on the 173.33 or one hundred and ninety-five (195) hours per month which exceed the overtime premium due calculated for twenty four (24) hour shift employees on the basis of two hundred and sixteen (216) hours worked in a twenty seven (27) day work period to offset such liability, where allowable by applicable law.

It is further agreed and understood that to the extent that the methods of determining straight time and overtime pay listed in this agreement are inconsistent or conflict with the provisions of the Texas Local Government Code Section 142.0015, the provisions of this agreement shall control. Should any court rule or hold that the City is not entitled to the full credit provided herein, the City or the Association may reopen negotiations during the term of this contract to address any issue necessary as a result of such ruling, and the duty of each party to bargain under Texas Local Government Code Chapter 174 shall apply.

Section 4. Call-backs.

- A. The parties have agreed that the provisions of the current agreed Call back procedure, Corpus Christi Fire Department SOP No. 101.09 attached hereto and marked "Appendix F", shall remain in effect during the term of this agreement, unless amended by mutual agreement of the parties (which agreement by the Union may be approved by its Executive Board).
- B. A committee shall be appointed to develop a revised call back policy, with three (3) representatives appointed by the Chief and three (3) representatives appointed by the Association.

In an emergency, which shall be any unexpected happening or event or unforeseen situation or crisis that calls for immediate action, the Chief may bypass employees from the call-back roster who reside outside the city limits. Said by-passed employees shall retain their standing on the roster for other scheduled call-backs. If the Chief or his/her designee inadvertently by-passes an employee in an emergency situation, the employee shall retain his/her standing on the roster until he/she is utilized. The Chief shall call the employee, who is by-passed, to work within a forty five (45) day period.

Any employee inadvertently by-passed in an emergency situation shall within a forty five (45) day period be assigned overtime duty either of an emergency or non-emergency nature, for a time period of no less than the amount of time he/she would have worked if he/she had not been bypassed.

Section 5. Illness.

In the event of illness, the employee shall notify the appropriate Battalion Chief on duty immediately when the employee knows he/she will be absent on account of illness. Any shift employee absent more than two (2) consecutive work shifts, and any forty (40) hour week employee absent more than three (3) consecutive calendar days, shall be required to furnish a certificate of a

physician certifying to the illness of the employee. The Chief may at any time, call for a medical certificate if, in his/her judgment, he/she deems it appropriate for a just cause.

Section 6. Holidays and Vacation.

A. Holidays.

Each employee shall receive the following holidays during each fiscal year:

- (1) New Year's Day
- (2) Memorial Day
- (3) Fourth of July
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day
- (7) One holiday to be determined by the City. Firefighters shall have the same number of holidays, or days in lieu thereof, that are granted to other municipal employees. The current practice of adding holidays to vacation time shall be retained.

B. Vacation.

Firefighters with less than fifteen (15) years of service shall be entitled fifteen (15) working days vacation a year which shall accrue on the basis of twenty six (26) biweekly pay periods per year. Firefighters with fifteen (15) years to twenty nine (29) years of continuous service shall accrue eighteen (18) working days vacation a year, which shall accrue on the basis of twenty six (26) pay periods a year. Firefighters with thirty (30) years of continuous service or more shall accrue twenty one (21) working days of vacation a year which will accrue on the basis of twenty six (26) biweekly pay periods a year. For twenty four (24) hour shift firefighters, twelve (12) scheduled working hours shall be counted as one (1) working day for determining the accrual of vacation leave. For those firefighters scheduled to work forty (40) hours a week, regardless of whether worked in shifts of eight (8) hours, ten (10) hours, or such other shifts as may be authorized under this Agreement, eight (8) hours shall be counted as one (1) working day for determining the accrual of vacation leave.

Section 7. Personal Leave.

Employees on the payroll as of August 1 of each year, except for cadets who have been with the department for less than twelve (12) months, shall receive three (3) personal leave days with pay. Personal leave days shall be non-cumulative and must be taken during the fiscal year received. Use of these days shall be subject to the operating needs of the department and the requests of the employees.

1. The parties have bargained this provision to provide extra time off, without increasing call back overtime cost to the City.
2. Effective August 1, 2005, the City will agree to allow two (2) additional personal leave days (12 hours of leave equal one day) for a total of five (5) personal leave days in each fiscal

year, provided that personal leave days must be taken as follows, rather than as currently taken in conjunction with vacation leave:

For Suppression Shift Personnel: Three Shifts as follows:

12 PL/12 PL

I2PL/12 PL

I2PL/12V

For 40 Hour Schedule Personnel:

40 hours of Personal Leave

3. Personal leave must be used with personal leave, except as shown.
4. All other policies and practices not inconsistent with this provision shall continue in effect.

There shall be no payment for the accrued personal leave days if an employee terminates prior to using all of such days.

Section 8. Uniforms.

- A. The City shall pay 100% of the cost of the original issue of uniforms to provide every uniformed employee with all required original issue items. The employee shall thereafter replace or repair said required clothing items.
- B. The City retains the right to establish the style and color of the official uniform and its insignia. If the City changes style and color of the uniform, and such changes cause the previous uniform to be obsolete, it shall pay 100% of the original cost.
- C. Original issue of uniforms, including patches, to each Firefighter shall be as follows:
 - (1) Cadet, two (2) Class "A" uniforms;
 - (2) One (1) belt and one (1) buckle;
 - (3) Six (6) Class "B" pants and six (6) T-shirts;
 - (4) One (1) sweatshirt; and
 - (5) One (1) Jacket.
- D. Shoes shall be at the expense of the individual Firefighter.
- E. The clothing allowance shall continue to be \$67.50 per month.
- F. Standards regarding the inspections, maintenance, and replacement of uniforms as well as, uniform specification shall be established by the Fire Chief subject to the provisions of this Contract.
- G. Each Firefighter's name, rank, and highest current EMS Certification shall be on all Firefighters shirts as per department policy. These shirts may also change in style and color

however, the City shall have no obligation for the T-shirt uniform change, beyond furnishing the 3 T-shirts, (Paragraph B., above, notwithstanding).

Section 9. Mileage Allowance.

Employees required to use their private automobiles for authorized Fire Department business or as a necessity in changing stations shall be compensated at the rate specified or to be specified in the compensation ordinance of the City, but not less than 32.5 cents per mile.

Section 10. Meals.

When it appears imminent that Firefighters will be engaged in firefighting duties at the scene of a fire or relocated to another station or engaged in ambulance duties two (2) hours past their normal mealtime, they shall be provided a meal at the City's expense for approximately \$6.00 per meal per firefighter, effective upon signing of this agreement, to be reimbursed within two (2) weeks from date of submission of the form approved by the Chiefs office, which may be by fax or other mode of submission. A request by the senior officer present at the scene or approval by the first senior officer in the chain-of-command, if a senior officer is not present at the scene, is necessary before a meal will be provided.

Section 11. Relief.

Firefighters actively engaged in fire fighting duties at the scene of a fire for a period exceeding three (3) hours will be relieved from duty and given a rest period of at least thirty (30) minutes after any three (3) hours of fire fighting duties.

In the event that any Firefighters are required to engage in fire fighting duties at the scene of the fire for a period of eight (8) hours or more, every reasonable effort will be made to relieve such Firefighters to other duties away from the scene.

Section 12. Use of Sick Leave in the Event of Death or Serious Illness in the Immediate Family

In the event of serious illness or death in the immediate family of the employee, the employee shall be granted sick leave or vacation at the request of the employee. The immediate family, for purposes of this contract, shall be defined to include parents, step-parents, legal guardian, spouse, mother-in-law and father-in-law, children, brothers, sisters, grandparents, and grandchildren. In the event of a death not in the immediate family of an employee, the employee may, upon approval of the Fire Chief, be granted time off to attend funeral services, and such time off shall be taken as vacation leave.

Section 13. Assignment Preference Forms.

Firefighters may submit Station Assignment Preference Forms, provided by the City, which will be considered by the Fire Chief in making such assignments. Factors used in determining such assignments will include, but will not be limited to, the needs of the Fire Department, the location of the preferred fire station, the residence of the individual, and the employee's seniority.

Section 14. Reassignment from Fire Prevention.

Any employee who has been assigned to Fire Prevention duties for a period of five (5) consecutive years or more shall be allowed to request reassignment to other duties as long as a vacancy is available. The Fire Marshall is excluded from this Provision.

Section 15. Station Assignment by Seniority.

Whenever a vacancy occurs in the Fire Department due to retirement, termination, promotion, or demotion, said vacancy may be filled by a seniority bid system as follows:

- A. Only the five (5) persons with the most seniority per rank per shift shall be eligible to bid. For purposes of this section seniority is defined as time in rank. The five (5) most senior persons per rank who qualify to bid under this section may each choose the fire station to which he/she is presently assigned as his/her selection under this section. An assignment bid must be submitted.
- B. Only personnel regularly assigned to the shift in which the vacancy occurs may bid. Five (5) Firefighter II's EMS are eligible to bid for station assignment under this provision, provided that no more than two (2) EMS seniority bids shall apply to any one EMS station.
- C. Assignment by seniority will be made only to non-ambulance stations for the rank of Firefighter I.
- D. Assignment by seniority bid will not be made if such an assignment would result in staffing of less than one (1) person per shift per station who is qualified and authorized to use the automatic defibrillation equipment.
- E. Seniority will not apply relative to move-outs.
- F. A Firefighter may be assigned based on seniority, only once every three (3) years.
- G. Vacancies will be posted for two (2) weeks. Employees will have seven (7) days after the two (2) week posting period to submit their assignment bid. The Fire Chief will post assignments within seven (7) days after the bid submission deadline.
- H. In the event that no bids are received from the five (5) senior employees, the assignment will be made at the Fire Chiefs discretion. The top five (5) employees on the seniority list who have chosen not to bid on a vacancy cannot be assigned to that vacancy.
- I. Firefighters assigned to relief duty will be those most recently promoted to suppression.

Section 16. Employees Assigned to Specialized Training.

It is understood that Firefighter personnel who are regularly assigned to fire suppression and work the fifty four (54) hour work week, may be placed on a forty (40) hour work schedule for the purpose of attaining specialized training. Specialized training includes but is not limited to HAZMAT training, rescue training, EMS certification and recertification classes, promotional orientation, fire prevention and/or arson training, as well as attendance to any Fire academy into which the Fire Department has enrolled the firefighter. If a firefighter is required to take leave time to attend specialized training and said time is for the purpose of transitioning to a forty (40) hour work schedule, such transition leave shall not break the cycle for FLSA purposes.

ARTICLE V

WAGES

Section 1. Wages.

The basic ranks within the Fire Department, as well as the applicable job classification and applicable monthly pay rates shall be as follows:

	Title	Start	6mos	12mos	18mos	30mos	120mos
	Cadet	2979		3106			
8/1/2011	Firefighter I	3806	3975		4158	4426	4527
0%	Firefighter II	4527	4616		4711	4815	
	Fire Captain	5114	5263		5414	5618	
	Batt. Chief	5872	6138		6418	6708	

	Title	Start	6mos	12mos	18mos	30mos	120mos
	Cadet	3039		3169			
8/1/2012	Firefighter I	3883	4055		4242	4515	4618
2%	Firefighter II	4618	4709		4806	4912	5217
	Fire Captain	5217	5369		5523	5731	5990
	Batt. Chief	5990	6261		6547	6843	

	Title	Start	6mos	12mos	18mos	30mos	120mos
	Cadet	3099		3232			
8/1/2013	Firefighter I	3960	4136		4326	4605	4710
2%	Firefighter II	4710	4803		4902	5010	5321
	Fire Captain	5321	5476		5633	5845	6109
	Batt. Chief	6109	6386		6677	6979	

In order to qualify for the 120 month step, a Firefighter I must have 120 months of service in the Corpus Christi Fire Department, not including time as a cadet, and hold a current advanced Structure Fire Protection Personnel Certification from the Texas Commission on Fire Protection or an EMS certification of EMT-B or higher.

Section 2. Longevity Pay.

Longevity pay shall be \$6.00 per month for each complete year of service up to a maximum of fifteen (15) years of service. Thereafter, for each additional year of service, longevity pay shall be \$4.00 per month for each year up to a maximum of twenty five (25) years of service.

Section 3. Certification Pay.

In addition to his/her regular monthly pay, a Firefighter who is certified by the appropriate State agency and meets all certification requirements of this agreement, shall receive certification pay in the amount indicated below, according to the level of his/her certification:

Intermediate Fire Certification	\$20 per month
Advanced Fire Certification	\$25 per month
Master's Fire Certification	\$30 per month
Certified EMT	\$35 per month
Certified Paramedic	\$75 per month
Fire Prevention Insp.	\$35 per month
Arson Investigator	\$75 per month
Basic Instructor	\$35 per month
Intermediate Instructor, Advanced Instructor or Master Instructor	\$75 per month

Section 4. Assignment Pay.

In addition to his/her regular monthly pay, and certification pay, a Firefighter who is assigned to duty listed below shall receive the amount indicated:

Regularly assigned HAZ-MAT	-- \$50 per month
Regularly assigned to Rescue Truck/Station and HAZ-MAT qualified (Effective August 1, 1998)	-- \$50 per month
Certified EMT Assigned to Ambulance	-- \$50 per month
Certified Paramedic Assigned to Ambulance	-- \$50 per month

Effective August 1, 1998, Firefighters currently assigned and who continuously serve for greater than five (5) and less than ten (10) years of service as permanently assigned to EMS shall receive an additional \$50.00 assignment pay per month. For greater than ten (10) years of continuous service as permanently assigned to EMS, a Firefighter shall receive an additional \$50.00 assignment pay per month for a total of an additional \$100 per month as continuous assignment pay. Temporary reassignment pursuant to Article VI Section 6 shall not constitute a break in continuous service. Individuals assigned to a forty (40) hour work week, other than employees assigned on temporary, special or limited duty, will receive the following:

0-3 years	\$150.00 per mo.
4-5 years	\$200.00 per mo.
6 or more years	\$225.00 per mo.

Section 5. Working Out-of-Classification.

Any Firefighter who is assigned the duties of a higher classification for an accrued period of four (4) hours or more during any shift shall be paid acting-out-of-classification pay on a monthly basis as follows:

Acting Firefighter II	\$18.00 per shift
Acting Captain.....	\$24.00 per shift
Acting Battalion Chief	\$36.00 per shift
Acting Assistant Fire Chief.....	\$48.00 per shift

Section 6. Education Incentive Pay.

- (1) In order to receive payment under this section, semester hours and degrees must be earned from an accredited college or university. Employees shall be eligible for educational incentive pay at the monthly rate of \$1.00 per month for each academic semester hour satisfactorily completed provided that such hours are applicable toward a degree. In no event will more than \$71.00 per month be paid without successful completion of the requirements and the receipt of an Associate Degree. If the employee is attending an upper level college, he/she may meet this requirement by filing a copy of his/her certified degree plan with the Director of Human Resources, noting his/her expressed intent to obtain a Bachelor's Degree. All approved hours above the Associate Degree will be eligible for educational pay at this rate up to an additional \$53.00 per month or a combined total of \$124.00 per month. Successful completion of the requirements and receipt of a Bachelor's Degree will qualify the employee for a maximum of \$135.00 per month.
- (2) Approved hours above the Bachelor's Degree applicable toward a Master's Degree will be eligible for educational incentive pay at the same rate up to an additional \$20.00 per month. Successful completion of the Master's Degree will qualify the employee for an additional \$16.00 per month for a maximum combined total of an additional \$36.00 per month on a Master's Degree.

The addition of other compensable areas of study under this section shall not expand the practice of payment of expenses or provision of textbooks or materials to such other areas of study as presently provided for an Associate Degree in Applied Science for Fire Science at Del Mar College.

- (3) No probationary employee shall be eligible for educational incentive pay until after he/she has successfully passed his/her probationary period.
- (4) Performance award and acting-out of-classification pay under this Article shall not be considered as a component of salary or compensation for purposes of drag up pay or leave sell back or overtime by virtue of being moved to this Article from other articles in this or previous agreements, and no such change has been negotiated.
- (5) Education incentive pay under this Article shall not be considered as a component of salary or compensation for purposes of drag up pay or leave sell back by virtue of being moved to

this Article from other articles in this or previous agreements, and no such change has been negotiated.

Section 7. Performance Award.

Every November, each firefighter, excluding those on probationary status, shall receive a performance award in a lump sum payment of \$150.00.

Section 8. Salary of Deputy Chief and Assistant Chiefs.

The position of Deputy Chief and the positions of Assistant Chiefs shall be compensated under the City's Managerial Pay Plan.

Section 9. Pay Periods.

Effective January 1, 2006, wages and other compensation specifically mentioned in this agreement, excluding overtime, shall be paid on the basis of twenty six (26) pay periods per year, paid every other week, unless specifically mentioned otherwise in the agreement.

Section 10. Pay and Fiscal Certainty.

- A. The City and the Union agree that this agreement should set forth clearly and resolve any issues concerning the proper calculation of pay and other economic benefits. The City and the Union agree that the pay formulas in Attachment D & E of this Agreement reflect the correct standard for future payment.
- B. The Union agrees that the City's past pay practices are in compliance with the prior contract.
- C. All retroactive pay due for FY 03-04 and FY 04-05 under this Agreement will be paid using prior payroll payment practices.
- D. The City and the Union recognize that individual Association members have the right to assert a pay claim or grievance for past pay periods, subject to the City's legal and contractual defenses. However, it is also agreed that all pay claims which accrued and have not been filed by individual Association members prior to ratification of this Agreement shall be barred. This provides a reasonable opportunity for the assertion of any valid claims, and will allow the City Council to know the extent of any contingent liabilities when it takes action on this Agreement.
- E. The use and meaning of the terms "regular rate" and "regular rate of pay" in this Agreement pre-date the application of the FLSA to the employees under this agreement. It is agreed that the method of payment of overtime pay, drag up pay and vacation sell back shall be in accordance with this agreement. The parties agree that any contrary state law or local ordinance, including Texas Local Government Code Section 142.0015 is superseded.
- F. By the inclusion of FLSA terminology in this agreement, neither party waives exemptions, credits or entitlements which otherwise apply.
- G. It is further understood and agreed that the City is entitled to use and does use the partial exemption under the Fair Labor Standards Act, 29 U.S.C. 207(k) as per the ruling in Collins,

et al v. City of Corpus Christi, Civil Action No. C-00-066, United States District Court for the Southern District of Texas, Corpus Christi Division. The parties also recognize that any release of FLSA claims must be in accordance with applicable law.

ARTICLE VI
EMERGENCY MEDICAL SERVICE

Section 1. Certification Requirement.

All Firefighters hired after May, 1985, must be certified Paramedics within eighteen (18) months from date of employment and must maintain Paramedic certification for a minimum of eight (8) full years as a condition of employment. Failure to maintain said certification shall result in termination. Any time period without certification will not count towards the minimum eight (8) full years requirement. Any Firefighter who has not met the minimum eight (8) full years requirement as a certified Paramedic because of loss of certification shall be granted either twelve (12) calendar months from the date she/he lost certification or, if the Firefighter enrolls, attends, and completes the next regionally available educational class that will assist him/her in regaining the Paramedic certification, ten (10) months from the date the class begins, whichever is longer, to regain Paramedic certification. If a Firefighter is unable to obtain Paramedic certification within the time granted, she/he will be terminated in accordance with Section 1 of this Article.

Any Firefighter who is not a certified EMT or certified Paramedic shall lose EMT or Paramedic certification pay ninety (90) calendar days after notification of the loss of certification. If authorization to function as a medical care provider is suspended by the Fire Department's Medical Director, the Fire Chief will provide to the Firefighter in writing the necessary steps required to regain certification.

If a Firefighter carrying the rank of Firefighter II EMS has failed to maintain Paramedic certification, she/he will be temporarily reassigned to Firefighter I duties immediately upon loss of certification. The Firefighter shall be granted ninety (90) calendar days from the date she/he lost certification to obtain certification. If at the end of this ninety (90) calendar-day period, the Firefighter has not obtained certification she/he will be demoted to the rank of Firefighter I. Any previous time in rank shall stand and the Firefighter shall be eligible for promotion to the rank of Firefighter II EMS after successfully completing the requirements of a certified Paramedic.

If a Firefighter hired before May, 1985, carrying the rank of Firefighter II EMS and who has an EMT certification, has failed to maintain that EMT certification, she/he will be temporarily reassigned to Firefighter I duties immediately upon loss of certification. The Firefighter shall be granted ninety (90) calendar days from the date she/he lost certification, to obtain certification. If at the end of this ninety (90) calendar-day period, the Firefighter has not obtained certification she/he will be demoted to the rank of Firefighter I. Any previous time in rank shall stand and the Firefighter shall be eligible for promotion to the rank of Firefighter II EMS after successfully completing the requirements of a certified Paramedic.

The Fire Department will make available training materials or tutorial assistance up to, but not exceeding an equivalent of forty (40) hours, upon request of the Firefighter who has not met the recertification requirements. Such tutorial or training assistance shall be based upon the

recommendations of the EMS training staff and the Fire Department's Medical Director. This tutorial or training assistance may require the Firefighter to be reassigned to a forty (40) hour work week to complete the training. The Department will assume no responsibility for time and expense incurred should the Firefighter desire training other than that offered by the Fire Department.

Section 2. Service Requirement.

All Firefighters hired after May, 1985, may be required to serve a minimum of five (5) years in the Emergency Medical Service during the eight (8) year period of paramedic certification requirement set out in Section 1 above.

All Firefighters hired on or after January 1, 2006 must maintain certification at the level of EMT – Basic (or higher, whenever a higher certification is required in other provisions of this Agreement) while employed in the Fire Department. Failure to maintain said certification or to obtain re-certification as provided in Section 1 above, shall result in termination.

Section 3. Assistant EMS Director.

Effective August 1, 1999, any vacancy occurring in the position of Assistant E.M.S. Director shall be filled from the rank of Captain and shall be a Battalion Chief with all the rights and benefits of a Battalion Chief. This position shall be by appointment of the Fire Chief from Firefighters within the rank of Battalion Chief or Captain who are eligible to take the Battalion Chief Exam and are certified and qualified to serve as paramedics under this Agreement. It is understood that any individual appointed to this position, serves at the discretion of the Fire Chief, but if removed from this assignment, shall be reassigned at the same rank and/or position that he/she held when originally appointed, or achieved during the firefighter's tenure in the position as Assistant EMS Director.

The person currently assigned, and for so long as he/she holds this position, shall retain Civil Service status, maintain and accrue vacation, sick leave, personal leave, and seniority; and receive longevity pay. The Assistant EMS Director shall continue to participate in the City's health and life insurance programs, and receive \$150.00 per month in lieu of paramedic certification pay. It is understood that any individual appointed to this position, serves at the discretion of the Fire Chief, but if removed from this assignment, shall be reassigned at the same Civil Service Classification and/or position that he/she held when originally appointed, or achieved during tenure in the position as Assistant EMS Director.

With the exception of the Assistant EMS Director, Emergency Medical Service supervisory officers assigned by the Chief shall receive \$150 per month paramedic certification pay in lieu of the amount provided for in Article V, Section 3 of this Agreement.

Section 4. Reassignment of Firefighter II EMT/Firefighter II Paramedics.

Any Firefighter II EMT/Firefighter II Paramedic who is regularly assigned to EMS shall be entitled to receive, but only upon his/her request, temporary reassignment to Firefighter duties for as much as two (2) pay periods in any six (6) month period; provided however, that during any pay period that such employee is performing such voluntary reassignment he/she shall be paid only at the maximum Firefighter I rate for Firefighter I duties performed during said period of reassignment. However, it is agreed that such reassigned employee will continue to hold his/her Firefighter II rank, and will be entitled to all other rights and privileges pertaining thereof.

The scheduling of temporary reassignment shall be made at the reasonable discretion of the Fire Chief.

Section 5. Voluntary Demotion of Firefighter II EMT/Paramedics.

After five (5) years of actual ambulance service duty, which must be continuous, as a Firefighter II EMT/Firefighter II Paramedic hired prior to May 1985, the employee shall be granted upon request a voluntary demotion to Firefighter I, and will not be further required to maintain EMT certification.

Section 6. EMT Certification After Promotion.

Firefighters and Firefighter II EMT/Firefighter II Paramedics, hired prior to May 1985, who are promoted to Firefighter II - Drivers will not be required to maintain their EMT certification after promotion.

Section 7. Promotion to Firefighter II/Engineer.

All Firefighters hired after July 31, 1996 must serve either a minimum of two (2) consecutive years as a Firefighter II/EMS on the ambulance, or eight (8) consecutive years as a Firefighter I, prior to becoming eligible to take the examination for promotion to Firefighter II/Engineer.

ARTICLE VII

UNION ACTIVITIES

Section 1. Payroll Deduction of Dues.

- A. The Union 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 specifically authorized by the individual employee and in accordance with the by-laws of the Union.
- B. The City agrees to deduct dues upon receipt from the Union of a "Dues Deduction Card" voluntarily and individually authorized, signed, and dated by each member of the Union. This authorization shall remain in full force and effect for the term of this agreement or until terminated by either the employee or the Union. Such "Dues Deduction Card" is found in Appendix "A" and is incorporated by reference into this agreement. The City shall begin such deductions on the following pay period after receipt of the "Dues Deduction Card."
- C. The City agrees to deduct special assessments upon receipt from the Union of a "Special Assessment Deduction Card" which is found in Appendix "B" and is incorporated by reference into this agreement. The City shall deduct such special assessment on the following pay period after receipt of the "Special Assessment Deduction Card." The Union agrees to defray the City's Administrative cost for such special assessment in the amount of \$50 per special assessment, to be invoiced by the City.
- D. At any time a member of the Union desires to withdraw his/her membership, he/she may voluntarily and individually do so. Such action will be initiated through a "Termination of

Dues Deduction Card" voluntarily and individually signed by the member of the Union and furnished by the City. Such "Termination of Dues Deduction Card" is found in Appendix "C" and is incorporated by reference into this agreement. The City shall terminate deduction of such dues on the following pay period after receipt of the "Termination of Dues Deduction Card." A copy of the Termination of Dues Deduction Card will be forwarded to the Union's Secretary-Treasurer.

- E. The City will be obligated to remit to the Union only those sums deducted as dues and assessments from the Union member's paycheck and will not be liable for damages to the Union, any individual employee; or other person for failure to deduct any authorized sum for any reason.

Section 2. Negotiating Team.

Four (4) members of the Union negotiating team (or a number equal to the size of the City's negotiating team, if larger) shall be allowed time off with pay in order to attend negotiating meetings mutually set by the employer and the Union when such meetings occur during the regularly scheduled working time of the employees. If a team member is on their regular day off, the employee shall receive time off in an amount equal to the number of hours the team member attended the negotiating meeting up to a maximum of ten hours time off per negotiating meeting. The number of hours granted under this section is not considered hours worked for purposes of the F.L.S.A. and will not be counted towards any overtime calculation provided for in this contract or in the F.L.S.A. The time off must be scheduled and approved by the Fire Chief or designee at least one shift before it is used.

All negotiations shall be conducted exclusively between the designated bargaining representatives of the City and the Union. Neither party shall make any effort to bypass such representatives of the other party during collective bargaining for a new contract unless an impasse exists as defined in Section 174.152 of the Texas Local Government Code, V.T.C.A.

Every effort will be made to begin negotiations sixty (60) days prior to the end of the contract term specified in Article XVI, Section 1 of this Agreement. Negotiations will be considered at impasse if said negotiations extend beyond that term unless extended by Agreement.

Section 3. Union Activities.

The Union may schedule small committee meetings pertinent to Union business on Fire Department property insofar as such meetings are not disruptive of the duties of the employees, or the efficient operation of the Fire Department, provided however, that permission for such meeting shall be obtained in advance from the Fire Chief or his/her designated representative. Union members or employees may conduct voluntary fund raising activities during working time, at their work location so long as the conduct of such business does not interfere with their duties as employees and advance permission of the Fire Chief for such volunteer work has been sought by the sponsoring organization, and granted, and the Chief has given permission to the Union for such activity.

Section 4. President's Time Off.

In December of each year, the Association President may choose to be relieved of duty for the following year to perform Association duties. Written notice of the Association President's intent must be sent to the Fire Chief by the 20th of December. On August 1 of each year, if the

Association President has chosen to be relieved of duty, each member of the bargaining unit shall contribute four (4) hours of personal leave to offset the Association President's base pay. The City shall continue to pay all benefits the Association President is entitled to receive. The period during which the Association President is relieved of duty shall not constitute a break in service. In the event of an emergency, the Chief may order the Association President to report for duty as assigned by the Chief.

Section 5. Other Union Functions.

No Firefighter shall be refused reasonable leave of absence without pay, provided that a sufficient number of employees to carry out the normal functions of the department shall be provided, for the purpose of attending any fire school, conventions, or meetings the purpose of which is to secure a more efficient department and better working conditions for the personnel thereof.

The President of the Union and three (3) elected delegates shall each be allowed three (3) shifts off with pay each year of the contract term to attend the Union's state convention and a like number of shifts off with pay to attend the national convention. In addition, the President of the Union or his/her designee if the President is not available, will be allowed to attend, with pay, eight (8) regularly scheduled Union meetings per calendar year, not to exceed four (4) hours per meeting. In addition, two (2) pension trustees will be allowed two (2) shifts each with pay per calendar year to attend the state pension seminar approved by the Fire Chief. Travel expenses, food, lodging, etc. shall not be borne by the City. Any delegate leave days provided for in this paragraph and not used for attendance at the Union's national and state conventions, may, upon the Union's request, be used for attendance at seminars or training sessions during each year of the contract term.

In addition to the delegate leave days granted by the preceding paragraph, if any Firefighter is elected to a position on the Union's state or national executive board, that Firefighter shall be allowed three (3) shifts off with pay to attend the state and national conventions.

Section 6. City Facilities.

The City facilities which are available to private organizations on a rental basis shall be made available to the Union under the same conditions that they are made available to other nonprofit organizations.

Section 7. Access.

Subject to prior notification to and approval from the Fire Chief or next highest ranking officer, the Union President or his/her appointee shall have the right to visit the premises of the Fire Department for purposes of administering this agreement. Visits shall be conducted in a manner and at a time as not to interfere with the functions of the department. Such approval of the Chief shall not unreasonably be withheld.

Section 8. Orientation.

Neither the City nor the Union will attempt to use Fire Department academy training to solicit or discourage Union membership.

During any portion of the Fire Department academy training devoted to explanation of Firefighters' rights and duties under this contract, a representative designated by the President of the Union shall assist the City's representative in explaining the contract.

Section 9. Action Outside City Limits.

A Firefighter who is ordered outside the City limits on any mission of the Fire Department shall be deemed to be in the line and in the course of his/her duty as a paid Firefighter and public safety officer for all purposes.

Section 10. Notification of Promotion.

Any employee promoted to a higher classification shall be notified in writing within twenty (20) days from the date of promotion.

Section 11. Parties to Select Their Own Representatives.

Both the City and the Union shall be entitled to select persons to represent them as members of the negotiating team, and to represent them on grievance and arbitration matters and in other proceedings; provided, however, that the City shall not select any employee of the Fire Department holding a rank below Assistant Chief, and the Union shall not select any employee of the Fire Department holding a rank above Battalion Chief.

Section 12. Contract Administration.

On duty training and/or orientation for all employees within the bargaining unit shall be conducted to inform such employees of their rights and obligations under this agreement.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1. Management Functions.

The Union recognizes that the City has statutory and Charter rights and obligations in matters relating to municipal operations. The City and the Chief shall retain all rights and authority to which by law they are entitled. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described, and the job descriptions are simply general guideline descriptions and are not specific descriptions of all duties which employees are required to perform. Except as provided in this agreement, the City retains the right to operate and manage its affairs in all respects.

It is understood that the City has the right to establish departmental rules of procedure; to discipline or discharge for cause; to determine work schedules and assignments, and to establish methods and processes by which work is to be performed, all subject to applicable statutes, the City Charter, Standard Instructions, rules and regulations and standing orders, and this contract.

The City reserves the right to use civilians in the Fire Department to perform duties which do not require a certified Firefighter. The scope of such duties may include EMS administration, communications, informational systems, records, clerical support, and maintenance. Civilians

performing such duties are not subject to the terms of this agreement. The City will be allowed a reasonable time to train civilians to assume these duties.

Section 2. Rules and Regulations.

The City recognizes the responsibility of management to reduce Standard Instructions, rules and regulations and standing orders to writing and to maintain the same at each station in order to achieve a uniform interpretation and application of such directives and regulations, within the contract year.

Section 3. Noninterference With Personal Lives.

- A. The City will not publish, make or enforce any regulations or directives which will interfere with the personal lives or off-duty activities of employees, except to the extent that such regulations are related to their employment. This section will not supersede the rules and regulations of the Civil Service Commission.
- B. Firefighters may reside outside the city limits. Firefighters shall, however, reside in such a location as to be able to reach City Hall within sixty (60) minutes by traveling in an automobile at posted speeds in ordinary weekday traffic.

ARTICLE IX

EMPLOYEE SELECTION AND PROMOTION

Section 1. Orientation for Firefighter II Drivers and Captains.

All new Firefighter II Drivers and Captains who are promoted to these ranks shall be given a thorough orientation consisting of the responsibilities accompanying such ranking. This orientation shall include, but not be limited to: hydraulics, driving laws, safety procedures, responsibilities of the job, leadership in the fire service, and report writing (including all forms used within the Fire Department). The orientation shall be conducted by members of the Training staff and shall not be part of the promotional procedure nor shall be construed to be part of the final promotional grade. The orientation shall be conducted prior to the assignment of the newly promoted employees to their new positions. Attendance at such orientation shall not break a cycle for FLSA overtime pay purposes.

Section 2. Promotional Examinations for Firefighter IIs and Captains.

- A. Examinations for Firefighter II and Captains shall be conducted entirely as provided by Chapter 143 and the grading methods and establishment of the eligibility roster shall also be conducted entirely as provided by Chapter 143, except as provided in Article IX of this contract. Separate exams for Firefighter II Assigned Truck Driver and Firefighter II- Assigned Emergency Medical Service shall be administered.
- B. All Firefighters hired after July 31, 1996, will be required to serve a minimum of two (2) consecutive years as a Firefighter II/EMS on the ambulance or eight (8) consecutive years as a Firefighter I, prior to becoming eligible to take the examination for promotion to Firefighter II/Engineer.

- C. All Firefighters must serve either a minimum of two (2) consecutive years as a FFII/EMS or FFII/Eng prior to becoming eligible to take the examination for promotion to Captain.
- D. Only those Firefighters with paramedic certification will be eligible to take the Firefighter II-Assigned Emergency Medical Service exam and be promoted accordingly. The Firefighter II-Assigned Emergency Medical Service roster shall be used for Emergency Medical Services only.

Section 3. Other Certification Requirements for Promotion To Rank of Captain.

All Firefighters hired prior to May 2000, who have ever served as a Firefighter II for more than two (2) consecutive years and who have not terminated their employment with the department at any time, will be eligible to take the Captains exam without paramedic certification requirements. This requirement does not relieve the firefighter of any other EMS certification requirement described in this agreement.

All Firefighters hired after May 2000, who have ever served as a Firefighter II for more than two (2) consecutive years, and who have not terminated their employment with the department at any time, must be certified paramedics to be eligible to take the Captains exam. Once promoted to the classification of Captain, said employees must maintain the paramedic certification for one (1) additional required recertification, or four (4) years, which ever is longer. Failure to maintain said certification shall be grounds for disciplinary action up to and including demotion or indefinite suspension.

Section 4. Appointment of the Deputy Chief and Assistant Fire Chiefs.

- A. Promotion to the classification of Deputy Chief shall be exempt from competitive examination, and, instead, shall be made by appointment by the Chief, at the Chief's discretion. Promotion to the classification of Deputy Chief shall be made from the classifications of Assistant Fire Chief or Battalion Chief. The change in this section of the title of First Assistant Chief to Deputy Chief is only a change in the title of the classification and it is agreed that no vacancy, new, or additional positions is created in the Fire Department nor is such intended.
- B. Beginning August 1, 1990, the first two (2) position vacancies in the Assistant Chief rank shall be designated as exempt from competitive examination and, instead, shall be made by appointment by the Chief, at the Chief's discretion. These positions shall be called Assistant Chief A and Assistant Chief B and shall henceforth be filled by appointment of the Chief. Promotion into these positions shall be made from the classification of Battalion Chief. The remaining Assistant Chief positions shall be filled by competitive examination as described in Article IX, Section 9 of this contract. It is understood and agreed that the inclusion of this provision in the agreement is not a waiver by the City, the Chief or the Association of any interpretation of the prior agreement. Further, the parties understand and agree that the continued inclusion of this section of the contract does not prevent either party from asserting a claim alleging a violation of this section nor does the inclusion prevent a defense to such claim.

Section 5. Probationary Period for New Employees.

A new employee in the Fire Department shall serve a probationary period of eighteen (18) months which shall begin with the date of first employment unless extended to obtain initial Paramedic Certification as per Article I #16. During the probationary period, such employee may be discharged at the discretion of the Chief, without appeal to arbitration, to the Commission, or to any court. All Cadets shall become immediately eligible for participation in the Corpus Christi Local Firefighters' Pension System as of the original date of employment. When the employees have completed the probationary period, they shall automatically become a full-fledged Civil Service employee and shall have full Civil Service protection as specified by Chapter 143 and this contract.

In addition to insurance, sick leave, vacation, and holidays, it is understood that upon graduation from the Academy or being turned to duty and becoming a Firefighter I, Firefighters shall receive the following: (a) 100% of the uniform allowance, (b) longevity pay, (c) Firefighter Basic certification pay, and EMT Certification pay, if certified, (d) Paramedic Certification pay upon approval of the Corpus Christi Fire Department Medical Director and (e) supplemental insurance. After completion of the probationary period Firefighters will receive 100% of all benefits specified in this contract to which they are entitled.

For promotional purposes, the effective date of the promotion indicated on the official City document (Form 12) will be used to determine the classification of Firefighter to meet eligibility requirements.

Section 6. Corrections to Entrance or Promotional Examination Questions.

The Civil Service Director shall have authority within five (5) days of the date of the examination to recommend to the Civil Service Commission changes to entrance or promotional examination questions where clerical errors in compiling the test questions have been discovered, or where a question arises as to general accuracy. This does not restrict the Firefighter from appealing questions to the Civil Service Commission.

Section 7. Posting and Administration of Promotional Examinations.

A listing of materials from which promotional examination questions are taken shall be posted annually each January for examinations administered within the one year period beginning the following April. Such materials shall be available at least thirty (30) days prior to the examination date.

Section 8. Administration of Entrance Examination.

Entrance examinations may be administered at any time to qualified groups or individual applicants consistent with public posting requirements of Chapter 143. All applicants passing the written examination, oral examination, psychological examination, medical examination, strength and endurance examination, and any other exams deemed necessary by the Chief shall be ranked upon the eligibility list for Cadet based upon composite scores posted simultaneously. Such eligibility list shall be valid for a period of twelve (12) continuous calendar months from the date of

original posting. Applicants who fail will be required to wait one (1) year before taking the test again.

Section 9. Promotional Procedures for the Rank of Battalion Chief and Assistant Chief.

Captains shall have two (2) continuous years in rank before becoming eligible to compete for a Battalion Chief vacancy. The classifications of Battalion Chief and Assistant Chief not appointed at the discretion of the Chief shall be filled by a promotional examination procedure consisting of two (2) parts as follows:

A. Written Examination.

- (1) The written examination shall consist of questions relating to the specific duties of the position to be filled. The written examination shall have no specific failing score but will provide a ranking of participants from high to low score. In the event that written examination scores are the same, the earliest time for submitting the examination form to the test administrator for grading shall determine respective standings. Only the highest ten (10) participants shall be allowed to continue on to the next phase of the examination process (Assessment Center examination).
- (2) The posting of the results of the written examination shall contain only the names of the top ten (10) scoring applicants, in alphabetical order. Individual scores will be given to the employees but will not be posted.

B. Assessment Center.

- (1) The Assessment Center shall consist of: six (6) persons from outside the Fire Department holding administrative level positions in a Fire Department operating in a city of 100,000 or more population shall be selected to serve as assessors.

At least two (2) of the Fire Administrators must be from outside the state of Texas. All Assessors shall be chosen by the Director of Human Resources. Both the Chief and the Association President or his/her representative must approve the selections and must keep the list confidential. The Association member appointed to approve the list must not be a candidate for the promotional exam for which the list of assessors has been developed. If any individual on the list is not approved, a reason for the failure to approve and an alternate name must be submitted to the Director of Human Resources within five (5) days. No more than two (2) names can be struck from the list by either the Chief or the Association.

- (2) The Assessment Center Examination date will be posted on the same day the written test announcement is posted. A brief explanation of the center exercises shall be posted at least three (3) days prior to the written test. Assessors shall be trained for a minimum of eight (8) hours in the methods to be used in administering the test. All candidates will be given the opportunity to attend a classroom orientation concerning the assessment center process. The orientation will include general information concerning the exercises they will be taking during the assessment process. The assessment center process shall include at least three (3) exercises.
- (3) Feedback shall be provided to each candidate in a "feedback" session by the assessment center coordinators. The purpose of this session will be to provide each candidate with his

score, what areas he excelled in, what areas he did poorly in, and what he might do to improve his performance in the future.

- (4) The results of the Assessment Center examination shall be binding for one (1) year and, with the exception of fraud, shall not be appealable to the Civil Service Commission or to arbitration.

C. Eligibility Lists.

- (1) Within forty eight (48) hours, excluding weekends and holidays, of the conclusion of the entire assessment center process an eligibility list shall be prepared and posted. Each eligibility list shall reflect the ranking of all applicants based on the following weights:

(a)	Written examination scores	40%
(b)	Assessment Center Board examination score	<u>60%</u>
		100%

Plus one point for each year of service in the department up to a maximum of ten points	<u>10 points</u> 110 points
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- (2) Such eligibility list shall be valid for a period of twelve (12) continuous months from the date of final posting or until the list is exhausted.

Section 10. Promotional testing while on Military Leave

The Civil Service Commission may adopt procedures for testing personnel on military leave, which may dispense with the assessment center for all participants, with input from the HR Department and the Association.

Section 11. Alternative Hiring.

The provisions of this section are discretionary on the part of the Chief and may not be used to compel the City to hire any individual or to make an appointment where no vacancy exists. Despite any provisions of state law including Chapter 143 to the contrary, the provisions of this section shall prevail.

- A. Alternative Hiring Program. The Chief, without regard to the existence of or requirement for any eligibility list for beginning positions in the Department, may appoint applicants to beginning positions in accordance with this alternative hiring process. Each applicant must have a Paramedic Certification.

Each applicant must successfully complete entry requirements, including a medical examination, a physical fitness examination, a written examination, a background investigation, a panel interview (panel to be appointed by the Chief) Drug test, and any other current eligibility requirements deemed appropriate by the Chief.

Applicants who are appointed must successfully complete an academy specifically designed for applicants hired in accordance with this alternative hiring process. Applicants who do not have a current Firefighter Basic Certification prior to entering

the academy must pass the Firefighter Basic Certification exam in order to successfully complete the academy.

The Chief, in his/her sole discretion may deny the application of any applicant at any time. Such decisions shall not be subject to the Grievance procedure in this Agreement.

The beginning salary of those appointed under this alternative hiring process who have both a Firefighter Basic Certification and a Paramedic Certification shall be equal to the Starting Firefighter I salary. They shall be Firefighter I's for all purposes except seniority which shall not begin to accrue until they are assigned to a station.

The beginning salary of those appointed under this alternative hiring process who have only Paramedic Certification shall be equal to the Cadet 12 months salary step. They shall be Cadets for all purposes including seniority and benefits until they are assigned to a station, at which time they will become Firefighter I's.

- B. This provision shall be for the term of this agreement and not be subject to extension under Article XVII, except to the extent necessary to complete a hiring process which has been initiated during this contract, and which process has proceeded through administration of the written examination.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1.

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances, and is exclusively for contract grievances. A grievance is defined as any dispute, claim, or complaint involving the interpretations, application or alleged violation of any provisions of this Agreement. The Union or any bargaining unit member may file a grievance under the terms of this Agreement. Each grievance shall be submitted on a form attached hereto as Appendix "G" agreed to by the parties and must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the contract alleged to have been violated; and (3) the remedy or adjustment sought, and the bargaining unit members signature or if filed by the Union, the signature of the Grievance Committee Chairman or local Association President.

Section 2.

Grievance Procedure:

Step 1

An employee who is aggrieved should informally seek to resolve a grievance with his/her supervisor, in order for the City to have notice and an opportunity to correct any unintentional acts or conduct not consistent with this Agreement.

Step 2

An employee who is aggrieved must file a grievance with the Union Grievance Committee within ten (10) calendar days of the date that the Firefighter knew or should have known of the facts or events giving rise to the grievance. A copy of the notice of receipt of the grievance shall be forwarded to the Fire Chief or his/her designee by the Union Grievance Committee within three (3) calendar days of receipt of the grievance. The Union Grievance Committee shall within fifteen (15) calendar days of receipt of the grievance, determine if a Valid grievance exists. If the Union Grievance Committee determines that no valid grievance exists, it shall notify the Fire chief or his/her designee that no further proceedings will be necessary. If the Union Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the Firefighter(s) by forwarding the written grievance to Step 3 of this procedure.

Step 3

Any grievance found to be valid by the Union Grievance Committee shall be submitted to the Fire Chief within ten (10) calendar days of the Step 2 ruling. After receipt of the grievance, the Fire Chief shall, within fifteen (15) calendar days of receipt of the grievance submit his/her response in writing to the Union Grievance Committee.

Step 4

If the grievance is not resolved at Step 3, the Union shall have ten (10) calendar days following its receipt of the decision of the Fire Chief, to submit the grievance to the City Manager. The City Manager shall within twenty five (25) calendar days of receipt of the grievance submit his/her response in writing to the Union Grievance Committee.

Step 5

If the grievance is not resolved at Step 4, the Union shall have ten (10) calendar days from receipt of the City Manager's decision to submit the matter to arbitration. The arbitration procedure will be implemented by the Union notifying the City Manager in writing of their intent to submit the grievance to arbitration.

Step 6

If a grievance is submitted to arbitration, the City and the Union may, within five (5) calendar days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on such an appointment, the City or the Union shall, within five (5) calendar days, request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one (1) name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. The arbitrator so selected shall, through the agency selected, be promptly notified of his/her selection and the parties in agreement with the arbitrator shall select a time, place and date for the hearing of the grievance.

- (a) Within thirty (30) calendar days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Union and the City.
- (b) With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement. It shall be the Association's burden of proof to establish the facts and merits of the Grievance.

- (c) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The hearing on the arbitration shall be informal and the strict rules of evidence or pleadings shall not apply. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement. The arbitrator shall not have the power to add to, subtract from, or modify the applicable provisions of this agreement in arriving at a decision on the issue or issues presented but shall confine his/her decision to the interpretation, application or enforcement of this agreement as applicable to the facts and circumstances presented. The arbitrator shall confine himself/herself to the issues submitted for arbitration, and shall have no authority to determine any issue not submitted to him/her.
- (d) If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties. The losing party shall pay all the fees and expenses of the arbitrator. The arbitrator shall designate the losing party for purposes of this paragraph, and may find that both parties lost in part and apportion fees and expenses accordingly.
- (e) Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing. Nothing in this agreement shall prevent the Association from charging non-members a reasonable fee and expenses for representation, in accordance with its by-law and other applicable law.
- (f) For the purpose of this Article only, if the final date of any response and/or filing period falls upon a City holiday (observed date), Saturday or Sunday, then the due date will fall on the next business day.

All time limits set forth in this Article may be extended by mutual consent, but if not so extended they must be strictly observed. Failure of the Union or the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the grievant (Union) may proceed to the next step.

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration, constitutes an election of remedies and any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded his or her authority and jurisdiction as provided under this Agreement, that the decision of the arbitrator was procured by fraud or collusion or that the arbitrators decision is based upon a clear and manifest error of law.

Section 3. Civil Service Appeals.

All appeals of Firefighters' disciplinary matters, promotional passovers, recommended demotions or other issues, heretofore heard by the Civil Service Commission or Hearing Examiner as provided in the Texas Local Government Code, Chapter 143, shall continue to be so heard and with all rights of appeals as provided in the Texas Local Government Code, Chapter 143, et seq., Vernon's Texas Codes Annotated, as amended, as modified by Article XI of this Agreement, and are not subject to the contract grievance procedure.

Section 4. Appeals From Promotional Bypass.

An employee who is bypassed for promotion pursuant to Chapter 143, Section 143.036, may appeal such decision to arbitration within ten (10) days of receiving written notice thereof. The notice of bypass shall state the Chief's reasons for such bypass. The employee's appeal shall be in writing and shall be filed with the Director of Human Resources. Said appeal shall be decided by one (1) arbitrator chosen in accordance with this policy. The City and the employee shall share equally the arbitration fees and expenses, except where the Union represents the employee it shall pay his/her share. With respect to promotional bypass, the employee shall have such right to appeal the arbitrator's decision to district court as he/she is given in Chapter 143 to appeal the Commission's decision, and no greater right.

ARTICLE XI

APPEALS FROM DISCIPLINARY ACTIONS

- A. Notwithstanding the provisions of Chapter 143 of the Local Government Code or any other provisions of this contract, the Chief shall have the authority to suspend an employee for a period of time not more than thirty (30) calendar days with said suspension subject to appeal. Appeals by an employee from a demotion, temporary suspension, or indefinite suspension under Chapter 143 shall be determined by the arbitration procedure provided herein, rather than by the Civil Service Commission. Notwithstanding Texas Local Government Code Section 143.036(a), the issuance of an indefinite suspension statement under Texas Local Government Code Section 143.052(b) shall not constitute a vacancy and no vacancy will result therefrom until all appeals are final or 30 days from the date of issuance if there is no appeal. Investigations of complaints against employees shall be conducted following current policies and practices. The parties agree that the provisions of this Article satisfy Texas Government Code §614.021(b) and that the provision herein control and prevail over Subchapter B of Texas Government Code Chapter 614 pursuant to Texas Local Government Code 174.006.
- B. Disciplinary action may be taken against a Firefighter within six (6) months of the discovery by the Chief of conduct by the Firefighter which would constitute a felony and not thereafter. Provided that such limitation shall not prevent disciplinary action against a Firefighter based upon his conviction for any such crime notwithstanding that discovery of the conduct on which the conviction is based occurred more than six (6) months before the disciplinary action. Provided further that no disciplinary action may be taken for conduct on which the criminal statute of limitations has run, regardless of the date of discovery.
- C. Prior to any such disciplinary action, the employee shall be given written notice of contemplated disciplinary action, stating the action or actions contemplated and the reasons therefore, and notifying the employee that he may rebut the charges to the Chief, either orally or in writing, within a reasonable time, which time shall be stated in the notice.
- D. After the notice and opportunity for rebuttal provided in the preceding paragraph, the Chief may demote, suspend or terminate an employee by personal service on the employee of a written statement of charges. If the Chief should be unable to secure personal service after due diligence, service may be made by mailing it to the employee by certified mail, return

receipt requested, in the mail addressed to the employee's last known address, along with delivery of the statement to the Association. Proof of such service shall be sufficient to support any disciplinary action.

- E. A copy of such statement, along with a copy of the notice of contemplated disciplinary action, shall be promptly filed with the Director of Human Resources of the City.
- F. The written statement shall point out the particular rule or rules alleged to have been violated by the employee and the specific act or acts alleged to be in violation. Said statement shall inform the employee that he has ten (10) days after receipt thereof to file a written appeal with the Director of Human Resources. If alternate service is had as provided herein, the employee shall then have ten (10) days from service upon the Association.
- G. Appeal from suspension, termination or demotion shall be decided by one (1) arbitrator, selected according to this contract.
- H. Upon receiving an appeal from an employee, the Director shall act immediately to notify the Association and the Chief of the appeal to arbitration. The employee and the City (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) days after the appeal is filed, the Director shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association. The parties may mutually agree on one (1) of the seven (7) neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) working days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his selection.
- I. The hearing shall be commenced within such reasonable time as the arbitrator selected can be scheduled. If the arbitrator selected cannot commence the hearing within sixty (60) days from his selection, either party may within two (2) days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make an award within thirty (30) days of the close of evidence in conventional arbitration hearings. Post hearing briefs shall only be permitted in conventional arbitration hearings, and must be mailed to the arbitrator within seven (7) days of the close of evidence at the hearing.
- J. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.
- K. The award of the arbitrator shall state which particular factual charges he finds to be true, if any, and the particular rules he finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the discipline imposed is upheld, or whether some lesser discipline is substituted. An employee shall be entitled to recover backpay for any part of a suspension not upheld by the arbitrator.

- L. The following rules shall govern the conduct of hearings under this section, and of certain preliminary matters:
- (1) Upon request of either party addressed to the opposing party at least two (2) days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.
 - (2) The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the Director of Human Resources shall issue subpoenas requested by the parties in the name of their arbitrator. A party may apply to the arbitrator to quash a subpoena so issued.
 - (3) In all hearings under this section, the burden of proof shall be upon the City.
 - (4) The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) days of the request, the request, shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as appropriate to the nature of the case, subject to rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within three (3) days prior to the hearing.
 - (5) All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
 - (6) Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- M. The Arbitrator shall have all powers vested in the Commission under Chapter 143, and the Commission Rules, with respect to suspensions, terminations, and demotions, except the power to amend such rules.
- N. Any notice or statement required to be filed by the Fire Chief or the employee in a disciplinary proceeding under Chapter 143, under Commission Rules, or under this contract, shall be filed with the Director of Human Resources of the City.
- O. With respect to terminations, temporary suspensions, and demotions, the employee shall have such right to appeal the arbitrator's decision to district court as he is given in Chapter 143 to appeal the Commission's decision, and no greater right.
- P. Unless otherwise provided in this contract, in cases of conflict, the provisions of this contract will control over Chapter 143, Civil Service Commission Rules, and American Arbitration Association Rules; and Chapter 143 and Civil Service rules promulgated pursuant to it shall control over American Arbitration Association rules.

Q. The City and the aggrieved employee shall share equally the fees and expenses of the arbitration. Where the Association represents the employee, it shall share equally the arbitration fees and expenses with the City. Nothing in this agreement shall prevent the Association from charging non-members a reasonable fee and expenses for representation, in accordance with its by-laws and other applicable law.

All hearings which are expected to be completed in one (1) day shall be submitted for expedited arbitration. On all other hearings, the parties may agree to request expedited arbitration.

R. Any deadline or time restrictions set out in this contract with respect to disciplinary proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadlines and time restrictions provided by this Contract.

S. Suspensions by Agreement The Chief may suspend an employee for a period of time not more than sixty (60) calendar days provided that the employee agrees in writing to the suspension. The employee shall have no right to appeal such agreed suspension or to make it the subject of a grievance and no administrative or judicial body shall have the power to review such a suspension or to alter the terms of the agreement.

ARTICLE XII

HEALTH & WELFARE

Section 1. Labor-Management Committee.

The City and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor Relations Committee. The Labor-Management Committee shall consider, discuss, and recommend to the Chief or the City any problems pertaining to the employment conditions of employees. The Union shall designate its representatives. The City shall designate its representatives. The Labor-Management Committee shall meet quarterly or at the call of either the Union members or the City members at times mutually agreeable to both parties.

Section 2. Identification Cards.

The City shall furnish all Firefighters identification cards bearing the member's name, photograph, rank, employee number, and containing a space for the signature of the member.

Section 3. Health Care Insurance Plan and Life Premiums.

A. **Health Care Plan:** The City shall provide health care coverage for Firefighters and their dependents. The plan will be called CitiCare Fire Health Insurance Plan. Effective October 1, 2012, employees and retirees who were previously grandfathered in Plan II, later called Public Safety CitiCare, will be moved to the CitiCare Fire Health Insurance Plan.

B. Bi-weekly premium costs for CitiCare Fire Health Insurance Plan as of October 1, 2012 are as follows:

	<u>Employee Cost</u>	<u>City Cost</u>
Employee	\$0	\$296.98
Employee & Spouse	\$179.50	\$476.47
Employee & Children	\$142.77	\$439.75
Employee & Family	\$290.28	\$587.27

The City shall pay 100% of the employee's premiums and 50% of the premium for dependent coverage towards the CitiCare Fire Health Insurance Plan. Premium rates shall be determined using the agreed methodology described in this Agreement. In the event alternate plans are introduced in the future, the dollar amount of City contribution will always be based upon the outcome of this provision toward all plans and employee tiers of coverage unless otherwise agreed upon by the Association.

The City agrees to provide the Association and/or its consultant(s) information used by the City to determine premiums (with the exception of information subject to privacy limitations under the state or federal law, including HIPAA, unless proper agreements or authorizations have been executed).

The City will notify the Association, in advance, of any Employee Insurance Advisory Committee meetings. The Association will be allowed to have representation on the Employee Insurance Advisory Committee, and on any committees formed to evaluate proposals in response to Requests for Proposals related to negotiated benefits of the bargaining unit.

The City shall notify the Association in writing of premium increases with a minimum of sixty (60) calendar days notice of any change, and of health plan changes with a minimum of thirty (30) days notice of any change.

The City retains the right to negotiate with insurance carriers, third party administrators and their related sub-contractors and/or medical providers to provide insurance coverage and/or administration of the CitiCare Fire Health Insurance Plan.

The benefits in the plan that will be negotiated will be hospitalization deductibles, maximum out of pocket amounts, co-pays and co-insurance percentages.

Participating Provider Service Areas shall always include the following areas: Corpus Christi and the surrounding area, South Texas, Dallas/Fort Worth, Houston, San Antonio, Laredo and Austin.

Out of Network is the use of any hospital, physician or other health care facility or professional that has not signed an agreement with the City's preferred provider network.

In the event a covered member does not live or work in an area with in-network providers, and in cases of emergency care, services provided outside the participating provider service areas will be provided at the in-network level of benefits.

The City will fulfill its obligations to conduct a bi-annual actuarial study of the GASB liability and adjust the cumulative recorded OPEB liability accordingly. The first adjustment to the cumulative recorded OPEB liability, including past and current, will be made in Fiscal Year 12/13. Adjustments will continue to be made to the cumulative recorded OPEB liability, including past and current, as determined by the bi-annual actuarial study of the GASB liability.

Plan changes mandated by federal health care legislation will be implemented as required. The Association will be notified of such changes.

The following components will be used to calculate the premiums for active employees and retirees under age 65:

1. Effective October 1, 2012, employees and retirees who were previously grandfathered in Plan II, later called Public Safety CitiCare, will be moved to the CitiCare Fire Health Insurance Plan.
2. Third Party Administrator (TPA) administrative fees
3. Stop loss premiums
4. Incurred and paid medical and prescription drug claims (after stop loss adjustments, rebates, subrogation recoveries, coordination of benefit recoveries) of all plan participants (active employees, retirees, and participating dependents), with allowance for adjustment based upon expected benefit plan, enrollment or other changes. The base time frame for this data will be based upon a consecutive seventeen (17) month time period ending seven (7) months prior to the effective date of such rate and benefit changes. The resulting net claim factors will be converted to a twelve (12) month equivalent for purposes of establishing the base claims factor to be used in the calculation to determine contributions.
5. A prorated contribution toward the cost of an onsite primary care clinic (the percentage of members covered under the CitiCare Fire Health Insurance Plan divided by the total covered members under the City's health plans who are eligible to use the clinic times the estimated annual cost of the clinic).
6. Incurred But Not Reported (IBNR) claims, as actuarially determined.
7. The net change in forecasted and prior period catastrophic reserve funding (10% of actuarial projected claims expense).
8. Assumptions for inflation and trend components used to estimate future claims will incorporate prevailing plan specific, regional, and national trends, as well as the anticipated impact of any mandated benefits, and any other factor(s) determined to impact the overall

trend. Actuarial and consulting input from both parties will agree upon the factor(s) applied in accordance with professional, ethical and generally accepted practices. If agreement is not reached, within two (2) weeks after the actuary report is provided to the Association, the City will implement the recommendation of its Actuary. The City must notify the Association in writing of its intent to implement its actuarial recommendation. The Association has seven (7) calendar days from receipt of that notice to appeal in writing to the City Manager or designee and request the dispute resolution process as outlined below. Each party's actuary shall mutually agree within seven (7) calendar days upon a third neutral actuary. The parties shall submit position papers within fourteen (14) calendar days from the date of his/her selection. A decision in writing by the neutral actuary as to the factors applied to determine the contribution requirements for active employees and retirees under age 65 shall be delivered to the parties within seven (7) calendar days and shall be binding on all parties. Each party shall pay the total fees and expenses of their own actuary and each shall pay half of the fees and expenses of the neutral actuary.

9. The cumulative net fund balance.

a. The initial fund balance to be used for the first measurement period will be the actual CitiCare Fire Health Insurance Plan Fund Balance (also referred to as "fund balance"), but not be less than \$1,633,857.00 including restricted and unrestricted funds. Net fund balances for the plan (the difference between the total fund balance and the OPEB liability) will carry forward throughout this Agreement. It is agreed that the Fiscal Year 12/13 OPEB liability as well as all future OPEB liability will be determined by the bi-annual actuarial study of the GASB liability and will be funded by the fund balance. It is also agreed that the past cumulative recorded OPEB liability will be determined by the bi-annual actuarial study of the GASB liability. It is agreed that as of August 1, 2012 the past cumulative recorded OPEB liability is \$4,653,600.00 and will be adjusted accordingly as determined by the bi-annual actuarial study of the GASB liability. The first adjustment to the cumulative recorded OPEB liability, including past and current, will be made in Fiscal Year 12/13. Adjustments will continue to be made to the cumulative recorded OPEB liability, including past and current, as determined by the bi-annual actuarial study of the GASB liability. It is also agreed that the past cumulative recorded OPEB liability will be addressed and recovered from the fund balance as follows beginning Fiscal Year 14/15 until it is fully recovered, or until OPEB liabilities are no longer required or mandated by GASB (Governmental Accounting Standards Board) in which case any monies allocated for OPEB liabilities will transfer back to the CitiCare Fire Health Insurance Plan cumulative fund balance:

- Fiscal Year 14/15 2% of the past cumulative recorded OPEB liability;
- Fiscal Year 15/16 3% of the past cumulative recorded OPEB liability;
- Fiscal Year 16/17 4% of the past cumulative recorded OPEB liability;
- Fiscal Year 17/18 5% of the past cumulative recorded OPEB liability; and

5% of the past cumulative recorded OPEB liability all fiscal years thereafter
 Fiscal Year 17/18 until the past cumulative OPEB liability is fully recovered.

The above schedule for recovery of the past cumulative recorded OPEB liability is separate and apart from the funding of the current and future OPEB liability. The above recovery schedule for the past cumulative recorded OPEB liability sets the minimum standards for recovery. It is agreed that a higher percentage of recovery may be made towards the past cumulative recorded OPEB liability at the election of the Firefighters. Should the fund balance fall below \$1,600,000.00 at the end of each fiscal year on July 31, the recovery of the past cumulative recorded OPEB liability will cease for that fiscal year until the next fiscal year. It is agreed that at the expiration of this contract, the past cumulative recorded OPEB liability as well as all current and future OPEB liability will be recognized, addressed, recovered, funded and included in all contracts following thereafter as determined by the bi-annual actuarial study of the GASB liability, or until OPEB liabilities are no longer required or mandated by GASB (Governmental Accounting Standards Board) in which case any monies allocated for OPEB liabilities will transfer back to the CitiCare Fire Health Insurance Plan cumulative fund balance.

C. The plan shall be structured as follows:

CITICARE FIRE HEALTH INSURANCE PLAN

BENEFITS	IN NETWORK (Participating Providers)	OUT-OF-NETWORK
PLAN YEAR DEDUCTIBLE	No Plan Year Deductible	\$200 Per Individual \$500 Max Family
PHYSICIAN SERVICES In-Patient Out-Patient Emergency Room	\$15.00 Co-Pay	70/30% Co-Insurance
LABORATORY SERVICES Physician's Office Lab Facilities Hospitals	\$10.00 Co-Pay	70/30% Co-Insurance
X-Rays Physician's Office: X-Ray Facilities:	\$10.00 Co-Pay \$15.00 Co-Pay	70/30% Co-Insurance

Emergency Room Services	\$50 Co-Pay Then 80/20% Co-Insurance	70/30% Co-Insurance
Hospitalization (In-Patient)	\$200 Individual Deductible \$600 Max Family Deductible then 85/15% Co-Insurance	70/30% Co-Insurance
Hospitalization (Out-Patient)	\$100 Deductible Per Individual \$250 Max Family Deductible then 85/15% Co-Insurance	70/30% Co-Insurance
Retail Prescriptions	Co-Pays: \$0 – Generic \$20 – Preferred Brand \$40 – Non-Preferred Brand	No Deductible 70/30% Co-Insurance
Prescriptions Mandatory Mail Order 90 Day Supply of Maintenance Prescriptions	Co-Pays: \$0 – Generic \$20 – Preferred Brand \$40 – Non-Preferred Brand	No Deductible 70/30% Co-Insurance
Out-Of-Pocket Cost Excluding Co-Pays & Deductibles	\$500 Per Individual \$1,250 Max Family	\$700 Per Individual \$1,750 Max Family

Lifetime Maximum Benefit = \$2,000,000, unless otherwise required by law.

* Employees and dependents covered by the CitiCare Fire Health Insurance Plan will be excluded from the drug formulary.

** Emergency Room Services. Will increase to \$50.00 Co-Pay provided that 2 minor emergency clinics are included, one on the Southside of Corpus Christi and the other in the Calallen area. Should the number of minor emergency clinics fall below 2 for more than 90 consecutive days the Co-Pay will be \$15.00.

Other eligible services and eligible medical supplies as shown in the CitiCare Fire Health Insurance Plan document shall be covered at 85%/15% for primary network, \$100.00 deductible/ \$250.00 family maximum deductible and 80%/20% for special services or \$200.00 deductible/ \$500.00 family maximum deductible and 70%/30% for out of network. When an expenditure is made toward a deductible and/or out-of-pocket requirements, it is cumulative in all three categories.

Participating Provider Service Areas are those locations covered by a primary network; South Texas, Dallas/ Ft Worth, Houston, San Antonio/Laredo and Austin.

Out of Network is the use of any hospital, physician or other health care facility or professional that has not signed an agreement with the City or its health care administrator to provide services as the preferred provider.

Should the number of hospitals available in the network fall below 2 for more than 90-consecutive days, the reimbursement percentage for out-of-network hospitalization shall be 80%/20%, deductibles shall be \$100.00 per each covered individual, \$300.00 family maximum, and out-of-pocket shall be \$480.00 per each covered individual until the number of hospitals is at least two.

Should the number of total physicians in the network fall below 300 for more than 90-consecutive days, the reimbursement percentage for out-of-network physician services, laboratory services and x-rays shall be 80%/20%, the deductible shall be \$100.00 per each covered individual, \$300.00 family maximum, and out-of-pocket shall be \$480.00 per each covered individual until the number of physicians in the network is 300.

Should the number of network physicians in any one specialty remain for more than 90-consecutive days below 50% of the number of network physicians who were in the network in that specialty on October 1, 2012, out-of-network physicians services in that specialty shall be reimbursed at 80%/20%, the deductible shall be \$100.00 per each covered individual, \$300.00 family maximum and out-of-pocket shall be \$480.00 per each covered individual until the number of network physicians in that specialty increases to at least 50% of the number who were in the network in that specialty on October 1, 2012. Provided however, that a covered individual who was being treated by a network physician within 90-consecutive days before the day the number fell below 50% shall pay the Primary Network Physicians' Services Co-Pay rate for that treating physician's services for up to 90-consecutive days after the number fell below 50% if that treating physician has become an out-of-network provider.

The City shall pay 100% of the employee's premiums and 50% of the premium for dependent coverage. Premium rates shall be determined by the City based on the cost of the plan.

The City has the authority to restructure benefits, with the exception of hospitalization deductibles, maximum out of pocket amounts and reimbursement percentages. The City also has the authority to restructure network composition of the preferred provider network. The City retains the right to negotiate with insurance and/or medical providers for benefits, coverage and administration under CitiCare Fire Health Insurance Plan.

The benefits in the out-of-network portion of the plan may not be changed unless negotiated and agreed upon by the City and the Association.

The purpose of premiums is to generate revenues to cover claim costs. Co-pays are not intended to generate revenues.

D. Provisions Applying to All Offered Plans as of August 1, 2012.

HPV vaccinations up to age 25 will be covered at 100% up to a \$500 annual maximum benefit and not subject to any co-pay or cost sharing provision.

The routine mammography benefit will have a per procedure maximum benefit of \$150 not subject to any co-pay or cost sharing provision.

Benefits for Hospice Care, both facility and home based care, will be covered as any other illness, maximum of ninety (90) days coverage per lifetime.

Benefits for Home Health Care and Skilled Nursing Facility Care will be covered as any other illness, maximum of ninety (90) days coverage per plan year.

1. Retiree Health Insurance Coverage. Employees who retire under the conditions of disability in accordance with the Corpus Christi Firefighters Retirement System or Social Security or under regular retirement under the Corpus Christi Firefighters Retirement System or under Social Security after ten (10) years of continuous service with the City, along with their participating dependents covered on the last day of employment, shall be eligible to continue participation in the City's CitiCare Fire Health Insurance Plan at monthly premiums subject to periodic changes in rates as required in the agreement. The total cost of such continued coverage shall be paid entirely by the employee and/or spouse. The spouse's rights shall continue after the employee's death, but shall terminate upon divorce. Coverage shall remain in force for the retiree while paid until he or she becomes eligible for Medicare or reaches age 65 at which time coverage in the CitiCare Fire Health Insurance Plan will cease. While the retiree remains in the City's CitiCare Fire Health Insurance Plan, or fully insured plan offerings for Medicare eligible retirees, coverage shall remain in force for the spouse while paid until he or she becomes eligible for Medicare or reaches age 65 at which time coverage in the CitiCare Fire Health Insurance Plan shall cease. Coverage shall remain in force for the retiree's participating dependent children while paid until they become ineligible as defined in the plan at which time coverage in the CitiCare Fire Health Insurance Plan shall cease. Medicare eligible retirees and their Medicare eligible dependents will be eligible to participate in the City's fully insured plan offerings for Medicare eligible retirees.
2. The City agrees to pay to the Union a contribution equal to \$30.00 month per employee, which the Union agrees to use for supplemental insurance programs for active or retired Firefighters. In addition, the City shall pay to the Union August 1, 2008, and each August 1 thereafter \$150,000 for the Corpus Christi Firefighters Health and Benefit Trust. Effective August 1st, 2009, the parties agree to use a contribution escalator for the contribution of the city equal to the base pay percentage increase afforded members of the bargaining unit during the fiscal year.
3. The City shall provide basic life insurance coverage for each Firefighter equal to the Firefighter's annual salary.

4. On August 1, 2012, the City agrees to make a one (1) time lump sum payment into the Corpus Christi Firefighter's Health and Benefits Trust Fund in the amount of one hundred thousand dollars (\$100,000.00).
5. On August 1, 2013, the City agrees to make a one (1) time lump sum payment into the Corpus Christi Firefighter's Health and Benefits Trust Fund in the amount of one hundred thousand dollars (\$100,000.00).

Section 4. Disability.

No sick leave shall be charged for injury or illness sustained in the line of duty. Employees shall be paid leave in an amount not to exceed their regular salary as provided by Section 143.073, Chapter 143 for injuries or illnesses occurring in the course of employment.

The use of accrued sick leave may be granted to any Firefighter at the discretion of the Chief for job-related illnesses or injuries after injury leave has been exhausted. For purposes of line of duty illness or injury leave, "line of duty illness" shall be defined as an illness which has been directly and substantially caused by the duties of the position. Provided, however, that this definition applies only to a line of duty illness under Section 143.073, Chapter 143, and is in no way intended to govern the payment of benefits under the workers' compensation statutes, which benefits shall continue to be governed solely by the workers' compensation statutes.

A disability shall be defined as a physical injury or illness which prevents an officer from fully performing the duties of the position to which he/she was assigned at the time his/her disability commenced. A "permanent disability" is an injury or illness which disables a Firefighter to the extent that it cannot be said in reasonable medical probability that he/she will be able to return to full duties within one (1) calendar year from the date that the Fire Chief determines in writing that the disability is permanent. Upon termination for permanent disability which is non-job related, the Firefighter shall be entitled to a lump sum payment for all his accumulated sick leave, and for accumulated vacation leave not in excess of the limit established by Article XII, Section 8 of this Agreement. Upon termination for permanent disability which is job-related, the Firefighter shall be entitled to a lump sum payment for any injury leave he/she may have remaining out of the one (1) year provided in Chapter 143, Section 143.073, all accumulated sick leave, and for accumulated vacation leave not in excess of the limit established by Article XII, Section 8 of this Agreement. All such payments shall be calculated and compensated as of the date the employee is determined to be permanently disabled and shall not include additional accrual of sick leave, vacation, or holidays beyond that date. The procedure for determining the permanent disability shall be as follows: In the event the Chief determines after consultation with the City designated Physician that a Firefighter is permanently unable to perform his or her job duties, he/she may institute immediate termination or retirement whichever, is applicable.

Prior to taking formal action on the above determination, the Chief will inform the Pension Board, in writing, of his/her intentions. The Firefighter may call for further examination by a board of three physicians. One such doctor shall be appointed by the City, one by the Firefighter, and the third by said doctors. Provided, however, that the third doctor must be approved by the City designated Physician. The doctor designated by the Firefighter shall be paid by him/her. The other

two doctors shall be paid by the City. The decision of a majority of three physicians as to whether a permanent disability as defined herein exists shall be final.

A Firefighter who has previously been terminated due to disability may, if found to be otherwise qualified within two (2) years of the termination date for disability by the Chief, be eligible for reappointment at the same rank upon certification by the City's designated Physician that he or she has recovered and physically is able to perform full duties.

Section 5. Sick Leave and Retirement Pool.

A. Each Firefighter shall accumulate fifteen (15) days of sick leave with pay per year. Effective January 1, 1988, the Sick Leave Retirement Pool will have a maximum balance of 2,000 days. Quarterly accounting will be maintained to provide a current balance of such days. Days used in accordance with provisions outlined below will be deducted from the pool until it reaches a minimum of five hundred (500) days, at which time two (2) sick leave days per Firefighter per year will be transferred from his/her individual account into the pool until the pool reaches its 2,000-day limit.

The Pool shall be used to compensate Firefighters who retire, during the term of this contract, other than on disability retirement, with more than ninety (90) days of accrued sick leave to their individual credit. Subject to the maximum limits specified in Sub-Section B, below, the retiree shall be compensated from the Pool for the amount of sick leave accrued to his/her individual credit that exceeds ninety (90) days.

B. Upon termination, other than on disability retirement, an employee's compensation for the sick leave accrued to his/her individual credit shall be limited to the following amounts, according to the employee's time in service.

- (1) Less than 4 full years of service: zero days.
- (2) 4 full years of service: not more than 30 days.
- (3) 5 full years of service: not more than 40 days.
- (4) 6 full years of service: not more than 50 days.
- (5) 7 full years of service: not more than 60 days.
- (6) 8 full years of service: not more than 70 days.
- (7) 9 full years of service: not more than 80 days.
- (8) 10 or more full years of service: not more than 90 days.
- (9) 20 or more full years of service: not more than 150 days.
- (10) 25 or more full years of service: not more than 180 days.

C. If a Firefighter dies, any and all amounts he or she would have been entitled to under this section, or the entire amount of accumulated sick leave, whichever is greater, shall be paid to his or her dependents or estate.

D. The parties agree that the payment of accrued sick leave as provided by state law and this contract shall be based only on base salary, longevity pay, certification pay, and assignment pay as per current payroll practice which is in compliance with state law and not in violation of this agreement and prior collective bargaining agreements. This provision will prevail

over the provisions of the Texas Local Government Code Section 143.045. Appendix E sets forth the pay methodology for eligible accrued sick leave.

Section 6. Toxicology Reports.

The City shall pay for the cost of toxicology reports in instances where a Firefighter dies as a result of an on-the-job injury or upon request by the employees family where recent exposure to excessive smoke or toxic fume inhalation is suspected as a contributing cause of death.

Section 7. Mandatory Drug Testing.

- A. The City and the Union mutually agree that Firefighters may be called upon in hazardous situations without warning, and that it is imperative to the interest of Firefighters and the public to assure that Firefighters are not substance-impaired. In order to further their mutual interest in protecting Firefighters and the public, the City and the Union agree to testing, as described in the Fire Department's Alcohol & Drug Policy attached hereto as Attachment "1". The City Manager, Fire Chief and Director of Human Resources shall be included in the testing process. The fair and impartial statistical basis shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested promptly upon being selected by the computer.
- B. Discipline shall be in accordance with the Fire Department's Alcohol & Drug Policy and the Civil Service Commission Rules and Regulations.
- C. No changes can be made to the language dealing with the provisions of the Corpus Christi Fire Department's Alcohol and Drug Policy without agreement by both the City and the Union.

Section 8. Accrual of Vacation Days.

All Firefighters hired after September 1, 1998, shall be allowed to accrue unlimited vacation leave hours (includes holiday leave hours), but upon retirement, resignation, or termination the Firefighter shall not be paid in excess of four hundred and eighty (480) hours for forty (40) hour workweek employees or seven hundred and twenty (720) hours for twenty four (24) hour shift employees. All Firefighters hired on or before September 1, 1998, shall be allowed to accrue unlimited vacation leave hours (includes holiday leave hours), but upon retirement, resignation, or termination the forty (40) hour workweek Firefighter shall not be paid in excess of an amount equal to seven hundred and twenty (720) hours plus the amount the Firefighter had on the books as of December 20, 1998. If the Firefighter is on the 24 hour shift, the Firefighter shall not be paid in excess of an amount equal to 1080 hours plus the amount the Firefighter had on the books as of December 20, 1998. Appendix E sets forth the pay methodology for eligible vacation leave.

The City retains the current practice of permitting Firefighters to sell one (1) day of vacation for each day of vacation taken to a maximum of five (5) days per year. Firefighters can sell back only such vacation leave in excess of thirty (30) days accrued vacation leave pursuant to this provision. However, effective August 1, 1998, each Firefighter may sell back to the City two (2) days of vacation leave for each day of vacation leave taken during the year not to exceed a total of ten (10) days. For purposes of this Agreement, a Firefighter working a twenty four (24) hour shift shall be permitted to sell twelve (12) hours of accrued vacation leave per day not to exceed one hundred and twenty (120) hours (10 days times 12 hours) per year. All other Firefighters working forty (40) hours per workweek (regardless if on a 4-10 schedule or 5-8 schedule) shall be allowed to

sell back eighty (80) hours. Appendix E sets forth the pay methodology for eligible vacation sell back.

The City shall distribute funds in cash or as contributions to a deferred compensation plan or as otherwise directed by the Firefighter. Any costs incurred for the transfer of funds for distributions other than direct payment to the employee shall be the responsibility of the Firefighter. The City may require that the Firefighter release and hold the City harmless for any penalties or other liability incurred by the City as a result of allowing the Firefighter to defer compensation under this provision. The City shall not be required to make a payment to a deferred compensation plan or other plan if it is determined, in the City's sole discretion, that such payment or distribution is not in compliance with all applicable laws, rules, and regulations.

ARTICLE XIII

LEGAL PROCEDURES

Section 1. Legal Defense.

The City will provide a legal defense to any Firefighter in a civil lawsuit, on account of any action taken by such Firefighter while acting within the course and scope of the Firefighter's employment for the City of Corpus Christi. The City will also provide legal defense for a Firefighter when he or she receives a traffic citation as a result of being involved in a traffic accident while making an emergency run to the scene of a fire or an emergency while acting in the course and scope of the Firefighter's employment for the City of Corpus Christi. The City, by conducting or participating in the employee's defense, does not assume any obligation or liability not otherwise imposed by law and does not expressly or impliedly waive any immunity or defense which is available to the City. The City shall assume no obligation not otherwise imposed by law for any judgment which is rendered against an employee. The City Manager may in his/her discretion refuse a legal defense for an employee where there are indications of intentional acts, gross negligence or recklessness which will be communicated to the employee in writing. The City shall provide such legal defense through an attorney not connected with the prosecution of such case.

- (1) The Firefighter shall notify the Fire Chief of any claim being made against such Firefighter not later than ten (10) days from the date that such Firefighter received notice of such claim, and shall request the City to assume the defense of the Firefighter regarding such claim. The City shall require that such request be made in writing.
- (2) If suit is brought against such Firefighter, such Firefighter shall immediately forward to the City Attorney every demand, notice, summons or other process received by him/her within twenty four (24) hours of receipt.
- (3) Such Firefighter shall cooperate with the City and, upon the City's request, shall assist in making settlements, and the conduct of suits, and in enforcing any rights of contribution or indemnity against any person or organization who may be liable for all or part of such damages, and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

ARTICLE XIV

ASSOCIATION HEALTH AND BENEFIT TRUST

Section 1. Trust Creation.

The City and the Corpus Christi Firefighters' Association agree that the Association Health and Benefit Trust is the sole responsibility of the Association and that the City has no involvement in the Trust.

Section 2. Indemnification.

The Association shall defend, indemnify and hold the City harmless from any and all claims, legal actions, liability, damages, and expense brought by any parties in connection with or arising out of the operation or administration of the Trust.

ARTICLE XV

REOPENER PROVISION

The parties agree that the City or the Association may reopen negotiations as to matters included in the Tri-Data Comprehensive Analysis Fire and EMS Delivery Report currently being finalized, under Texas Local Government Code Chapter 174. Such negotiations shall be set at the convenience of both parties. This agreement shall also be subject to mutual renegotiation for a joint health plan group benefits pool with other classes of employees at any time during its term. In order for the contract to be amended both parties must agree upon the amendment. Amendments to the contract must be ratified by appropriate parties. As to the Tri-Data issues, this Provision will expire on August 1, 2007, otherwise it shall be in effect until a successor agreement is reached.

ARTICLE XVI

IMPASSE PROCEDURES

PART I

Negotiations for a new contract shall commence in accordance with The Fire and Police Employee Relations Act (the "Act") and Article VII, Section 2 of this contract. If impasse should be reached as defined in Section 174.152 of the "Act", either party may request mediation, and if mutually agreed upon, the parties shall immediately proceed to choose one mediator as provided herein. The function and powers of mediator shall be as specified in Section 174.151 of the "Act". The mediation shall extend for fourteen (14) calendar days. If no agreement is reached through mediation, upon request of either party, the parties shall submit the dispute to one Factfinder. The selection of the mediator and the Factfinder shall occur as follows. When either party requests mediation or factfinding, the parties may agree to choose any mediator or Factfinder or method of choosing same. If no agreement occurs within five (5) days from the request, the parties shall request a list of seven (7) neutrals from the American Arbitration Association (AAA). Upon receiving the list, the parties shall select the mediator or Factfinder by alternately striking names. The request to AAA shall state the dates on which the neutrals must be available. The mediator and the Factfinder shall be selected within five (5) days after receipt of the list from the AAA. The fee and expenses of the mediator and the Factfinder shall be split equally between the City and the Union. All other expenses, including witness fees, shall be paid by the party incurring the expense or calling the witness. By agreement, the parties may submit any issue or issues to the Factfinders. If no such agreement is reached, then each party shall be entitled to submit two proposals to the

Factfinder, each proposal on one (1) distinct topic. For example, each of these constitute a distinct topic: salary, dependent health insurance coverage, promotional procedures, political activities. Each party may submit its two (2) proposals, and its alternatives to the other party's proposals.

The Factfinder shall conduct a full and fair hearing on the issues submitted to him/her. The hearing shall be informal and strict rules of evidence shall not apply. After hearing all evidence offered by the parties, and any evidence requested independently by the Factfinder, the Factfinder shall render a written decision making findings of fact and recommendations as to all matters in dispute. In the opinion, the Factfinder shall exercise his/her independent judgment and shall not attempt to "split the difference." Where an issue is submitted to the Factfinder in the form of a proposal and an alternative to it, the Factfinder's decision with respect to that issue must recommend either the proposal or the alternative. The Factfinder's decision shall be submitted to the City Council and to the Association, and shall be advisory only.

In making the findings of fact and recommendations, the Factfinder shall consider the following evidence submitted to him/her by the parties or obtained at his/her direction; the overall compensation in the current contract including direct salary and fringe benefits; the income available to the City and demands on that income; a comparison of wages, hours, and conditions of employment of Corpus Christi Firefighters with the wages, hours, and conditions of employment of other public and private employees performing similar services and with other employees generally in public and private employment in comparable communities and in Corpus Christi; the hazards of employment, physical, educational, and mental qualifications, job training and skills required of a Corpus Christi Firefighter; the cost of living in Corpus Christi relative to other communities; the rate of increase in the cost of living for the preceding twelve (12) month period using localized data to the fullest extent feasible; and any current national or state policies or guidelines with respect to compensation.

It is agreed that in the interest of maintaining harmonious relations between the City and its Fire Fighters each party will make a sincere and earnest effort to resolve the dispute through the fact finding process.

PART II

It is agreed and understood that if the above fact finding procedure fails to result in an agreement, the City and the Association each retain any and all rights under Texas law, including but not limited to Chapter 174, irrespective of the inclusion of the fact finding process in this agreement. Any deadlines shall resume from the date of notice by either party, after the recommendation of the factfinder that the party has determined not to proceed further with a resolution under the fact finding process.

ARTICLE XVII

DURATION AND CONCLUDING PROVISIONS

Section 1. Duration.

This agreement shall be effective as of date of signing and shall remain in full force and effect until July 31, 2014, and thereafter until superseded by a new contract.

Section 2. Severability.

If any article or section of this agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.

Section 3. Conflict with Civil Service Statute.

To the extent that any of the provisions of the agreement conflict with Chapter 143 or any other State Civil Service Statute, the provisions of the agreement shall control and the applicability of such statutes are altered accordingly.

Section 4. Copies of Agreement.

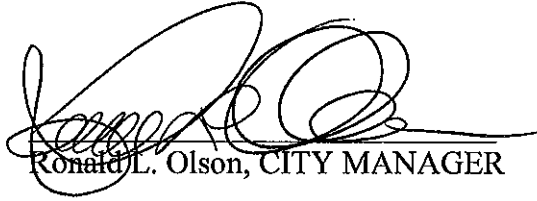
The City shall provide sufficient copies of this agreement, without alteration, so that every employee covered herein shall have a copy. The City shall be responsible for the distribution of the copies of this agreement to members of the bargaining unit within 90 days of ratification and Union Negotiating Team members signatures.

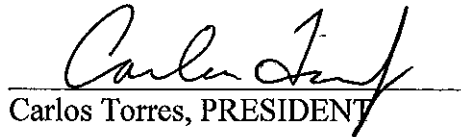
CONCLUDING PROVISION

IN WITNESS WHEREOF, we have executed this agreement this 28 day of Aug, 2012.

CITY OF CORPUS CHRISTI

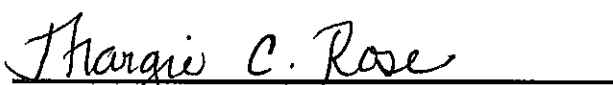




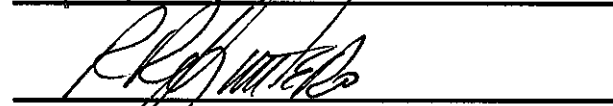
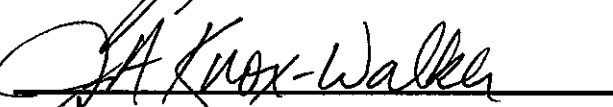
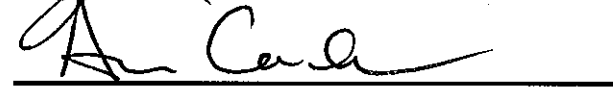
CORPUS CHRISTI FIREFIGHTERS ASSOCIATION, LOCAL UNION 936





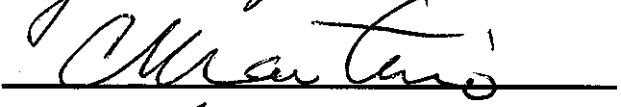
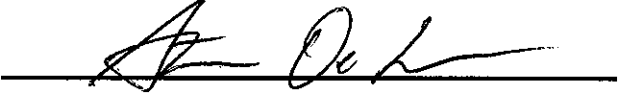
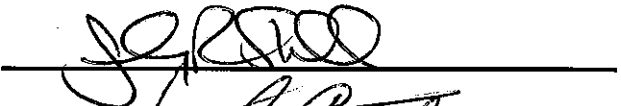
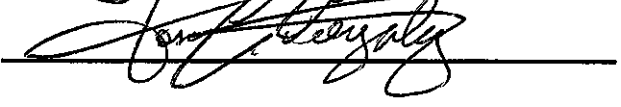

Ronald L. Olson, CITY MANAGER


Carlos Torres, PRESIDENT


Negotiating Team Members

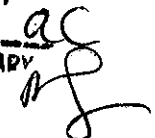
Negotiating Team Members

ATTEST.


ARMANDO CHAPA
CITY SECRETARY

M2012-157 AUTHORIZED
BY COUNCIL 8/21/12
SECRETARY 

Attachment 1

Fire Department's Alcohol and Drug Policy

A. INTRODUCTION

The Corpus Christi Fire Department has a responsibility to provide the highest level of public safety service attainable by a City. All employees of the Department share in this responsibility. The sensitive position of all firefighters involved in fire suppression and/or emergency medical services or other assigned duties requires assurance that there is no use of illegal or prohibited drugs. It also requires assurance that firefighters are not under the influence of alcohol while on duty.

The City of Corpus Christi is also obligated under the Drug-Free Workplace Act of 1988 to provide and maintain a workplace free of illegal or prohibited drugs.

B. EFFECTIVE DATE AND EMPLOYEES COVERED.

The amendments provided by this policy become effective upon execution of the 2005-2008 collective bargaining agreement between the City and the Union and will be incorporated into the Fire Department General Manual to be effective as of that date.

This policy applies to all sworn personnel and cadets in the Fire Department, regardless of rank or assignment. All civilian personnel are covered under the citywide policy (H.R. 15.0).

C. PROHIBITIONS:

This policy prohibits:

1. The use, unauthorized possession, manufacture, distribution or sale of illegal drugs or drug paraphernalia.
2. The unauthorized use, possession, manufacture, distribution or sale of any controlled substance.
3. The presence of a detectable level of any illegal drug or unauthorized controlled substance or any metabolite of any such substance in the body upon being tested.
4. Being under the influence of alcohol or possessing alcohol while:
 - (a) operating or occupying any city vehicle at any time; or
 - (b) at any location during the firefighter's working hours including all lunch and break times.
5. Use of alcohol while off duty in violation of Civil Service Commission Rules and Regulations, and Chapter 143, Local Government Codes.
6. Unauthorized storage in any locker, desk, City vehicle or other repository on City premises or worksites of any illegal drug, drug paraphernalia, unauthorized controlled substances or alcohol.

7. Switching or adulterating any breath or urine sample submitted for testing.
8. Refusal to consent to testing and submit a specimen for testing when required under this policy. Consent is indicated by signing any form required by the City's Medical Advisor or laboratory collecting the specimen for testing.
9. Failure to pass any drug or alcohol test administered under this policy.
10. Refusal to consent to inspection of any desk, locker or other City property under a firefighter's control when requested by a supervisor or law enforcement officer
11. Arrest or conviction for any drug or alcohol-related crime committed at any time.
12. Failure to notify the Fire Chief within five (5) days after arrest or conviction for any drug or alcohol-related crime committed at any time.
13. Failure to report to his/her supervisor the use of any controlled substance prescribed by a physician or non-prescription drug which may impair the firefighter's ability to safely and fully perform his/her duties.
14. Failure to keep prescribed drugs in their original container which identifies the drug, date of prescription and prescribing physician or provide other proof of drug prescription and prescribing physician.
15. Failing to adhere to the provisions of any agreement executed by the firefighter which requires treatment or counseling for alcohol or drug abuse.
16. Refusing to sign a statement agreeing to comply with this Alcohol and Drug Policy.
17. Knowingly, taking prescribed medication in a manner or dosage other than as prescribed.

D. DEFINITIONS UNDER THIS POLICY

1. **ILLEGAL DRUG:** includes heroin, cocaine, crack cocaine, cannabinoids (marijuana, hashish, THC), PCP (phencyclidine), LSD (lysergic acid diethylamide) and any other controlled substance not validly prescribed by a physician.
2. **CONTROLLED SUBSTANCE:** includes all of the above illegal drugs plus any other substances covered by Schedules I through V of the federal Controlled Substances Act (21 U.S.C. 801 et seq.) or the Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code). Controlled substances include amphetamines, barbiturates, methadone, benzodiazepines, methaqualone, morphine, codeine and anabolic steroids, A controlled substance is "unauthorized" if the firefighter does not have a valid prescription for that substance at the time of its use or possession.

3. CITY PREMISES OR WORKSITES: include all property, buildings, structures, job sites (where a firefighter is working), parking lots, and means of transportation owned, leased, or otherwise used for City business including motor vehicles, equipment, or machinery. An employee's vehicle is also included in this definition when being used to conduct City business or when parked during an employee's working hours, including lunch or break times; provided however, that personal vehicles parked on city property may only be inspected or searched by law enforcement personnel based on probable cause.
4. FAILING A DRUG TEST: is defined as a confirmation of initial test results which show positive evidence of the presence of an illegal drug or unauthorized controlled substance in the body.
5. PASSING A DRUG TEST: is defined as initial or confirmation test results which do not show evidence of the presence of an illegal drug or unauthorized controlled substance in the body.
6. DETECTABLE LEVEL: is defined as a quantity of a drug or drug metabolite equal to or greater than the detection limit for that substance as established by the testing laboratory, with the Chief's and Union's approval.

E. DISCIPLINARY ACTION FOR VIOLATIONS OF THIS POLICY

1. The following violations of this policy shall be grounds for termination.
 - a. unauthorized possession, use, manufacture, distribution or sale of any illegal drug, drug paraphernalia or controlled substance while on duty, in a City vehicle or on break time or,
 - b. use without authorization of alcohol while on duty or while occupying any City vehicle or during break period,
 - c. failing a drug test administered under this policy.
2. Any firefighter who violates any other provisions of this policy shall be disciplined up to and including termination.
3. No firefighter may be disciplined for reporting to duty when ordered to do so, if the firefighter has disclosed any consumption of alcohol during his/her off duty hours.

F. DRUG TESTING

Drug testing will be conducted using a laboratory certified by the Department of Health and Human Services (NIDA). Chain-of-custody procedures will be followed to account for the integrity of each urine sample by tracking its handling and storage from point of specimen collection to final disposition of the specimen.

Each specimen submitted for testing under this policy shall be split and a sample shall be reserved for an independent analysis in the event of a positive result.

Each specimen submitted for testing under the testing provision of this policy with the exception of pre-employment, will be assayed for the presence of the following compounds.

<u>DRUG GROUP</u>	EMIT SCREEN DETECTION LEVEL <u>ng/ml*</u>	GC-MS CONFIRMATION DETECTION LEVEL <u>ng/ml*</u>
Amphetamine	1,000	500
Barbiturates	300-1000	200
Benzodiazepines	300	200
Cocaine Metabolites	300	150
Marijuana	50	15
Metabolites	300	300
Methadone	300	200
Methaqualone	300	200
Opiate Metabolites	300	300
Phencyclidine	25	25
Propoxyphene	300	200

*nanograms/milliliter

The laboratory will also assay each specimen for signs of possible adulteration. Specimen alteration assays will consist of two or more of the following:

- * Creatinine
- * Chloride
- * Specific Gravity
- * Ph

Pre-employment testing shall utilize the SAP 10.

The initial test (also known as a screening test) shall be a enzyme immunoassay screen (EMIT) to eliminate “negative” urine specimens from further consideration.

If the initial test indicates a positive result, a confirmation test by gas chromatography/mass spectrometry (GC/MS) will be used to confirm the presence of a specific drug or metabolite. The confirmation test shall be independent of the initial test and uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. For classes of drugs where GC/MS is not an approved confirmation procedure, an alternative confirmation test will be used.

The Chief shall designate a Testing officer with full authority to order personnel compliance to oversee the integrity of the drug testing procedures and general administration of this policy. The Testing Officer's specific responsibilities and duties shall be established by the Chief.

Drug testing under this policy will include:

1. Pre-employment: All job offers are contingent upon passing a drug test. Applicants who fail a drug test will be ineligible to apply for employment in the future.
2. Post-accident: Any firefighter, up to and including the Fire Chief, who, while operating a City vehicle, is involved in an accident, shall submit to drug and alcohol testing. The test shall be performed as soon as possible.
3. Reasonable Suspicion: If individualized reasonable suspicion exists that any firefighter has used or possessed an illegal drug or unauthorized controlled substance or has violated the alcohol-related provisions of this policy, the Chief may order the firefighter to submit a urine and/or blood specimen for alcohol and/or drug testing.
4. Random Testing: The Fire Department shall be divided into 45 groups consisting of the following work sites or groups:

Administrative Offices (Includes the City Manager, Human Resources Director, and Fire Chief)
Training Center
Fire Prevention & Arson Investigation
Each Station will consist of 3 separate groups (A, B, & C shifts)
Three additional groups will be added upon opening of a new station.

Random drug testing shall occur by the random selection of one of the above work groups or sites. The testing agency shall provide a computer-based random selection of the group to be tested each month. Two groups will be selected and tested each month. The Chief, or designee, will notify the employees selected for a test within no more than three (3) hours of the testing. Any firefighter either permanently or temporarily assigned, including members working trades for regular firefighters, shall be subject to testing.

All testing will be conducted on site except for personnel assigned to Training, Fire Prevention & Arson, and Administration. Personnel not tested on site will be required to report to a designated lab within 3 hours of notification by their supervisor.

Employees on vacation, sick leave, other leave, or on City business outside the city, will not be notified or have to take the test.

G. COMPLIANCE WITH POLICY

1. Applicants and firefighters subject to testing will have the opportunity to submit a list of prescription and non-prescription drugs they have used in the last thirty (30) days and to explain

the circumstances surrounding the use of such drugs to the MRO before a decision regarding test results is made.

2. Any firefighter who has agreed in connection with a prior violation of this policy to submit to random testing for a prescribed period of time (maximum of one (1) year) may be tested as described in the agreement signed by the firefighter.
3. A firefighter with an alcohol content of .04% will be presumed to be under the influence of alcohol for purposes of this policy.
4. If the Medical Review Officer's (MRO) review of drug test results indicates a legitimate medical explanation for the confirmed positive test result, no further action will be taken against the firefighter and an applicant will be eligible for hire. If the MRO's review determines there is no legitimate medical explanation for the confirmed positive test result, the firefighter will be subject to disciplinary action up to and including discharge upon the first offense.

H. MEDICAL REVIEW OFFICER

The Medical Review Officer (MRO) for the City of Corpus Christi will be a City's Medical Advisor or any physician designated by the City Manager who is a licensed physician with knowledge of drug abuse disorders and certified as a Medical Review Officer for drug testing.

The MRO shall review all drug testing results he/she receives and interpret confirmed positive test results to determine if there is an alternative medical explanation of the confirmed positive result.

I. ALCOHOLISM AND DRUG ADDICTION

While occasional or "social" use of drugs and alcohol can become detrimental to the workplace and to personal health, we recognize that alcoholism and drug addiction are medical disorders which can be treated. The City of Corpus Christi believes it has a responsibility to provide assistance to our employees through the Employee Assistant Program, but the initiative in seeking such help is the responsibility of the firefighter.

Firefighters who voluntarily seek diagnosis and accept treatment for alcohol or drug-related problems before the problem becomes evident, will be offered rehabilitation help on a strictly confidential basis using the leave policies currently available for other health-related problems. Whether voluntary or mandatory rehabilitation is required, these costs are the responsibility of the firefighter. Medical Plan Insurance may be used to the extent provided under the individual's health insurance coverage. If misconduct or declining job performance brings illegal or non-prescribed drug or alcohol abuse problems to light, the firefighter will be subject to appropriate disciplinary action.

J. IMPLEMENTATION OF DRUG-FREE AWARENESS PROGRAM

The Drug-Free Awareness Program will provide an ongoing education effort for the firefighters to prevent and eliminate drug and alcohol abuse that may affect the workplace. This program will cover:

1. The dangers of alcohol and drug abuse in the workplace;
2. This Alcohol and Drug Policy;
3. The availability of treatment and counseling for firefighters voluntarily seeking such counseling through the Employee Assistance Program; and
4. The discipline which will be imposed for violations of this policy.

Supervisors are the “keys” to successfully implementing this policy. Initial and ongoing supervisory training will be mandatory for supervisors and will cover the following areas:

1. Identifying and documenting job performance and on-the-job behavior which may reflect the impact of personal problems;
2. Identifying evidence of on-the-job use or presence of alcohol or drugs;
3. Procedure for referral of troubled firefighters to the Employee Assistance Program;
4. Procedure for testing firefighter suspected of violating this policy;
5. Constructive confrontation techniques;
6. Orientation on drug procedures and technology; and
7. Procedures for conducting workplace inspections.

Cadets will be trained on this Policy at the Academy and new supervisors will be trained through recurring sessions provided on the Training calendar.

K. RECORDS PROCEDURES

1. RELEASE OF INFORMATION:

Requests for employment verification or references for an individual terminated under this policy shall be forwarded to the Human Resources Department for response. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of termination which states specific reasons. Where there is doubt about the release of information, the Legal Department shall be consulted for guidance.

2. REPORTING CONVICTION TO FEDERAL AGENCY:

In compliance with the Drug Free Workplace Act, the Human Resources Department will notify the appropriate federal agency within ten (10) days after receiving notice from the firefighter of a conviction under criminal drug statutes.

APPENDIX "A"

DUES DEDUCTION AUTHORIZATION

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION NO. 936

Dues Code ___ Payroll No. ___ Employee No. ___ Code No. ___ Title _____

Name _____ Social Security No. _____
(Last) (First) (MI)

Address _____ Zip Code _____

I hereby authorize the City of Corpus Christi to deduct, each pay period, the sum of \$ _____ as certified by the International Association of Firefighters, Local 936, as the current rate of dues or an amount as may hereafter be established by the International Association of Firefighters, Local 936, as dues. This deduction is to be forwarded directly to the International Association of Firefighters, Local 936. The authorization of this deduction is entirely voluntary on my part.

I understand that the City of Corpus Christi will be obligated to forward to the Association only those sums actually deducted and will not be liable for damages to me for failure to deduct any authorized sum for any reason.

Signed _____

Date _____

APPENDIX "B"

SPECIAL ASSESSMENT DEDUCTION AUTHORIZATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION NO. 936

Assessment Code ___ Payroll No. ___ Employee No. ___ Code No. ___ Title _____

Name _____ Social Security No. _____
(Last) (First) (MI)

Address _____ Zip Code _____

I hereby authorize the City of Corpus Christi to deduct a special assessment in the sum of \$ _____ as certified by the International Association of Firefighters, Local Union No. 936, for the express purpose of _____. The authorization of this special assessment deduction is entirely voluntary on my part.

I understand that the City of Corpus Christi will be obligated to forward to the Association only those sums actually deducted and will not be liable for damages to me for failure to deduct any authorized sum for any reason.

Signed _____

Date _____

APPENDIX "C"

TERMINATION OF REGULAR OR SPECIAL DUES DEDUCTION AUTHORIZATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION NO. 936

Dues Code ___ Payroll No. ___ Employee No. ___ Code No. ___ Title _____

Name _____ Social Security No. _____
(Last) (First) (MI)

Address _____ Zip Code _____

I hereby terminate the authorization previously executed by me on _____
(date) for dues deduction for the International Association of Firefighters, Local Union No. 936,
and request that the City make no further () regular or () special dues deductions under said
authorization. This termination of dues deduction is entirely voluntary on my part, and I
understand that the City of Corpus Christi will not be liable for failure to promptly effectuate this
termination for any reason.

Signed _____

Date _____

APPENDIX “D”

THE FORMULAS DESCRIBED BELOW ARE A CONCEPTUAL DESCRIPTION OF THE CALCULATIONS AND DO NOT DESCRIBE THE EXACT COMPUTER PAYROLL PROCESS.

A. CALCULATING FIRE SUPPRESSION OVERTIME PAY BASED ON 27 DAY WORK PERIOD

In a 52 week, 365 day year, each suppression firefighter is scheduled to work a 24 hour shift every three days which equates to nine 24 hour shifts in each 27 day work period. Using the FLSA 7(k) exemption, overtime for cycle hours is due for hours actually worked from 204 to 216 hours in a 27 day work period. The “Add Pays” included in the calculations below are applicable longevity, assignment and certification pays listed in Article V WAGES in the August 1, 2011 to July 31, 2014 Collective Bargaining Agreement between the City of Corpus Christi and the Corpus Christi Firefighters’ Association as per the 1989 overtime grievance resolution plus education incentive pay, the EMS supervisory officers pay, and the Assistant EMS Director pay when applicable.

1. TO COMPUTE CYCLE AND HOLIDAY OVERTIME PAY:

$$\frac{\text{Annual Base Salary} + \text{Annual “Add Pays”}}{26 \text{ Pay Periods}} = \text{Pay Period Salary w/ “Add Pays”}$$
$$\frac{\text{Pay Period Salary w/ “Add Pays”}}{80 \text{ Hours Per Contract}} = \text{Hourly Cycle/Holiday Rate}$$
$$\frac{\text{Pay Period Salary w/ “Add Pays”}}{108 \text{ Hours}} = \text{Dock Rate (Regular rate)}$$

$$(\text{Hourly Cycle/Holiday Rate}) \times (1.5) - (\text{Dock Rate}) = \text{Cycle/Holiday Overtime Rate}$$

$$(\text{Cycle/Holiday Overtime Rate}) \times (\text{No. of Cycle Hours Worked}) = \text{Cycle Overtime Pay}$$

$$(\text{Cycle/Holiday Overtime Rate}) \times (\text{No. of Holiday Hours Worked}) = \text{Holiday Overtime Pay}$$

2. TO COMPUTE OTHER OVERTIME PAY(HOLDOVER AND CALLBACK):

$$\frac{\text{Annual Base Salary} + \text{Annual “Add Pays”}}{26 \text{ Pay Periods}} = \text{Pay Period Salary w/ “Add Pays”}$$
$$\frac{\text{Pay Period Salary w/ “Add Pays”}}{90 \text{ Hours Per Contract}} = \text{Hourly Call Back/Holdover Rate}$$

$$(\text{Hourly Call Back/Holdover Rate}) \times (1.5) = \text{Call Back/Holdover Overtime Rate}$$

$$(\text{Call Back/Holdover Overtime Rate}) \times (\text{Call Back Hours})\# = \text{Call Back Overtime Pay}$$

$$(\text{Call Back/Holdover Overtime Rate}) \times (\text{Holdover Hours}) = \text{Holdover Overtime Pay}$$

Call Back is for time worked or 3 hour minimum as per contract.

B. CALCULATING OVERTIME PAY FOR TRAINING/PREVENTION & 40 HOUR EMPLOYEES

1. TO COMPUTE HOLIDAY OVERTIME PAY:

$$\frac{\text{Annual Base Salary} + \text{Annual "Add Pays"}}{26 \text{ Pay Periods}} = \text{Pay Period Salary w/ "Add Pays"}$$

$$\frac{\text{Pay Period Salary w/ "Add Pays"}}{80 \text{ Hours per Pay Period}} = \text{Dock Rate (Regular Rate)}$$

$$(\text{Dock Rate}) \times (1.5) - (\text{Dock Rate}) = \text{Holiday Overtime Rate}$$

$$(\text{Holiday Overtime Rate}) \times (\text{No. of Holiday Hours Worked}) = \text{Holiday Overtime Pay}$$

2. TO COMPUTE OTHER OVERTIME PAY FOR TRAINING/PREVENTION & 40 HOUR EMPLOYEES (CALLBACK);

$$\frac{\text{Annual Base Salary} + \text{Annual "Add Pays"}}{26 \text{ Pay Periods}} = \text{Pay Period Salary w/ "Add Pays"}$$

$$\frac{\text{Pay Period Salary w/ "Add Pays"}}{80 \text{ Hours Per Pay Period}} = \text{Dock Rate (Regular rate)}$$

$$(\text{Dock Rate}) \times (1.5) = \text{Call Back Overtime Rate}$$

$$(\text{Call Back Overtime Rate}) \times (\text{Call Back Hours})\# = \text{Call Back Overtime Pay}$$

Call Back is for time worked or 3 hour minimum as per contract.

APPENDIX "E"

CALCULATING "DRAG-UP PAY" (VACATION AND SICK LEAVE) AND VACATION LEAVE SELL BACK FOR FIRE EMPLOYEES

Pursuant to the Arbitration Award of Arbitrator Don B. Hays, dated October 19, 1988, in AAA Case No. 71 390 0187 88, Corpus Christi Firefighters Association and City of Corpus Christi, the Collective Bargaining Agreement on Wages overrides the statutory calculation of payment of accrued sick leave on separation. The components of wages contractually agreed to be used in determining the hourly rate for payment of "drag-up pay" for eligible accrued vacation and sick leave are applicable monthly base salary, longevity, certification and assignment pays listed in Article V WAGES of the August 1, 2011 to July 31, 2014 Collective Bargaining Agreement between the City of Corpus Christi and the Corpus Christi Firefighters' Association plus the EMS supervisory officers pay and the Assistant EMS Director pay when applicable and excludes any other pays in any other Articles of that or subsequent Agreements. The Award also requires the city to use the average 54 hours per week for 24 hour shift employees to determine the hourly rate for drag-up pay. The formula below shall also be used to compute the amount paid for Vacation Leave Sell Back under Article 12 Section 8.

1. TO COMPUTE 24/48 HOUR SHIFT EMPLOYEE "DRAG-UP PAY" AND VACATION LEAVE SELL BACK HOURLY RATE:

$$\frac{(\text{Annual Base Salary}) + (\text{Annual Longevity, Assignment, and Certification Pay}) *}{(26 \text{ Pay Periods}) \times (54 \text{ hours/week}) \times (2 \text{ weeks/pay period})} = \text{Hourly Drag Up Rate}$$

2. TO COMPUTE 40 HOUR EMPLOYEE "DRAG-UP PAY" AND VACATION LEAVE SELL BACK HOURLY RATE:

$$\frac{(\text{Annual Base Salary}) + (\text{Annual Longevity, Assignment, and Certification Pay}) *}{(26 \text{ Pay Periods}) \times (40 \text{ hours/week}) \times (2 \text{ weeks/pay period})} = \text{Hourly Drag Up Rate}$$

* Applicable wage components listed in Article V WAGES, Section 1-4, in the August 1, 2011 to July 31, 2014 Collective Bargaining Agreement between the City of Corpus Christi and the Corpus Christi Firefighters' Association plus applicable EMS supervisory officers pay and Assistant EMS Director pay as described above.

APPENDIX "F"

**Title: Call Back Procedures
Corpus Christi Fire Department
Standard Operating Procedures
No. 101.09**

- I. **PURPOSE:** To establish standard procedures and guidelines for utilizing the Fire Department call-back list.
- II. **SCOPE:** These instructions apply to call back situations as applicable.
- III. **DEFINITIONS:**
 - A. Daily Staffing List: A list composed of firefighters needed to fulfill the Daily Staffing levels of normally assigned units.
 - B. Daily Eligibility List: A daily list composed of the top eligible firefighters from the Daily Staffing List.
 - C. Special Events List: A list composed of firefighters needed to fulfill positions for planned events.
 - D. Special Events Call Back: Planned, anticipated events that allow the Department adequate time for scheduling. Examples may include such situations as jury duty, parades, etc.
 - E. Holdover: A requirement for a firefighter to remain on duty after the completion of their normal shift for the purposes of determining morning staffing levels and completing those assignments. Additionally, a "holdover" may be used to augment staffing during promotional exams, and other short term assignments.
 - F. Emergency Call Backs: A mandatory requirement to report to work in the event of an emergency or other situation as declared by the Fire Chief or his/her designee. Recognizing that both the citizens and on duty firefighters at the scene need immediate assistance, the Department may utilize any means necessary to initiate this assistance. Firefighters called in on an emergency call back will not lose their place on any call back list.
- IV. **RESPONSIBILITY:**
 - A. It shall be the responsibility of the Fire Chief or his/her designee to ensure that this policy is adhered to when initiating a Call Back.
 - B. Fire Department personnel have the responsibility and duty to report to work when contacted and advised that an emergency exists or has been declared by the Fire Chief, or his representative.

- C. Failure of an employee to respond to a call back during an emergency without being excused by the Fire Chief, First Assistant Chief or the Shift Commander may result in disciplinary action being brought against said employee.

V. CALL BACK LISTS:

A call back list will be created for "Special Events" and a separate list for "Daily Staffing". A firefighter's position on the Special Events List will not affect his/her position on the Daily Staffing List or vice versa. (Example: a firefighter is called back for a parade for three hours and consents to work. He/she remains in his/her position on the Daily Staffing List)

VI. GENERAL:

- A. Each call back list shall include the name, rank, certifications (EMT, Paramedic, etc) and qualifications (assigned Rescue, HazMat, etc.) of all members of the shift. Firefighters who do not wish to be assigned to the Special Events List shall notify the Fire Chief in writing.
- B. Each callback list shall contain firefighters' permanent home telephone numbers. Pagers or cell phone are not permitted. The Department will not leave messages on answering machines, nor will the Department relay messages through a third party.
- C. Firefighters shall be called back in numerical order from the first position on a call back list to the last position on the list. After 8:00 a.m. vacancies will be filled by calling back a firefighter to complete the shift at the station in which the vacancy occurs. This will be accomplished by calling back the first firefighter on the list that is able to fill a position in the station in which the vacancy occurs, which will be a firefighter of equal or lower rank than the vacant position. Once a firefighter has been called back and works overtime, or declines a Special Events callback, his/her name shall be placed in the last numerical position on the applicable list.
- D. A firefighter reassigned to another shift shall be added to the call back list for that shift in the same numerical position held on the list before reassignment. In the event that more than one such firefighter is reassigned with the same numerical position on the applicable callback list, placement shall be by lot. A probationary firefighter will be placed in the last numerical position on the applicable callback list for his/her assigned shift, provided that placement order at the bottom of the list shall be by lot.
- E. For call backs that require staffing by specific rank, certification, or qualification, only firefighters on the applicable callback list who possess the needed rank, certification, or qualifications shall be eligible for the callback.
- F. For EMS callbacks, Firefighter 1 Paramedics, and FFII EMT and EMT-P's assigned to EMS and are qualified as per Article VI, Section 1 of the Collective

Bargaining Agreement shall be considered eligible. Firefighter I Paramedics who have served five years as a FFII EMS will not be called back for EMS staffing. Medic unit staffing shall include at least one paramedic.

- G. FFII EMS personnel routinely perform fire suppression duties (tailboard) in addition to EMS duties. For purposes of this policy, FFII EMS personnel shall be utilized in either position, however, FFII EMS personnel, when performing a call back, shall not be assigned to a FFII Engineer position.
- H. Personnel who are not immediately available to answer the telephone will be considered “unable to contact”.
- I. Firefighters who on sick leave will not be eligible for overtime until reporting back to duty, or to other scheduled leave (vacation, Kelly, PL, etc.).

VII. DAILY STAFFING GUIDELINES:

- A. This procedure will be used when the Fire Chief or his designee determines it is necessary to utilize the call back list to maintain the daily staffing needs of the Department. This list shall be a separate list from the Special Events list.
- B. To maintain daily staffing levels, this procedure will utilize personnel in their numerical order on the Daily Staffing List, and not rank for rank. The Fire Chief’s designee will make every attempt to utilize the list in the numerical order, with the exception of situations where the firefighter would be required to perform in a lower rank except as noted in paragraph VI-G.
- C. It is the responsibility of each firefighter to be adequately prepared to immediately report to duty when called back for Daily Staffing. If the firefighter is unable to immediately report to duty (upon being properly relieved,) to the assigned station, the firefighter shall be considered to have refused and his/her name shall be placed at the bottom of the Daily Staffing List.
- D. Firefighters who are called in for an overtime assignment must report to, and complete the assignment in person. Firefighters who are on approved leave shall not be considered for Daily Staffing callback. Standby periods for up to four hours are acceptable, provided that the firefighter that accepts the callback assignment is available to report to the assigned Station immediately.
- E. Firefighters may not perform the duties of those in a lower rank except as noted in paragraph VI.-G., i.e., a Captain will not be called in to fill a FFI assignment, etc.
- F. Firefighters who have been previously scheduled to “act” may be reassigned to accommodate a firefighter who is called back for daily staffing. Reassignment is at the discretion of the Fire Chief’s designee.
- G. An EMS Supervisor vacancy shall be filled by using a Firefighter II EMS assigned to the shift and approved to act as EMS Supervisor.

- H. Firefighters shall not be assigned to a medic unit when called in for daily staffing call back if the firefighter has worked a twenty four hour shift on a medic unit immediately preceding the call back.

VIII. Daily Staffing Procedure:

Firefighters shall have the right to refuse assignment for Daily Staffing without jeopardizing their position on the call back list except in situations as listed below.

- A. As per the Collective Bargaining agreement, firefighters should notify the Shift Commander on duty, immediately when the employee knows he/she will be absent on account of illness. If such determination is made by the employee past midnight, it is acceptable to report the illness between 6:30 a.m. and 7:00 a.m. In all cases, a report of illness should be made no later than 7:00 a.m.
- B. During each shift the Shift Commander shall make arrangements to fill anticipated, scheduled vacancies for the following shift by reassigning firefighters, and/or assigning firefighters to "act". This list will be left available for the off-going Shift Commander to utilize for call back.
- C. At morning roll call, the Station Captain shall furnish the Shift Commander with the names of firefighters under his/her command who are declining to work overtime the following shift. The Shift Commander shall publish a list of the top eligible firefighters available for callback for Daily Staffing prior to noon. The number of firefighters on the list will be dependent on the anticipated needs of the Department. The Shift Commander shall provide the names of ten firefighters above the number anticipated to be needed. For example, if the shift is anticipated to be three firefighters short, the Shift Commander shall publish a list of the top thirteen eligible firefighters. These firefighters shall remain on duty until 8:00 a.m. so as to be available for callback assignment.
- D. Once the Daily Eligibility List is posted and a change occurs in the firefighter's eligibility status, he/she must contact the Shift Commander as soon as possible; but no later than 10:00 p.m. A change in condition, or refusal that occurs between the hours of 10:00 p.m., and 8:00 a.m. will result in the firefighter's name being placed at the bottom of the Daily Staffing list (the firefighter will be placed at the bottom of the list if the number of needed callbacks meets or exceeds his/her number/position on the list. This cannot be determined until after sick calls have been taken).
- E. Top eligible firefighters who previously declared available for callback and have not remained available at their station when contacted by the Shift Commander will be placed at the bottom of the list. The morning announcement of "0800 morning roll call" will serve as the official time for purposes of being placed at the bottom of the Daily Staffing List. In the event "8:00 a.m. Roll Call" is not announced at the appropriate time, the Station Captain should contact the District Chief.

Firefighters on the Daily Eligibility List who have remained available at their station after 08:00 a.m. may be contacted for callback, if a staffing need arises. If contacted after 8:00 a.m., these personnel may reject the assignment without loss of position on the Daily Staffing list.

- F. Should a vacancy occur following the 8:00 a.m. roll call, the Shift Commander may attempt to contact those firefighters available at their stations for Call Back. If unsuccessful, the Special Events list should be used.
- G. The Shift Commander shall make every effort to notify personnel that they will be used on a callback as early as possible.
- H. The Special Events List shall be utilized to fill vacancies that occur after 8:00 a.m., (except as noted in VIII.F)
- I. Firefighters shall be called back in their numerical order on the call-back list and not rank for rank.

IX. SPECIAL EVENTS LIST:

- A. Special events will include callbacks for events that allow the Department adequate time for scheduling. This will include jury duty, parades and other planned events. This list shall also be used for staffing regularly assigned apparatus after 8:00 am., (except as noted in VIII.F)
- B. Once a firefighter is called back for overtime on a scheduled event, or refused an offer for callback, his/her name will be placed at the bottom of the Special Events List. However, his/her name will remain unaffected on the Daily Staffing List.
- C. Firefighters will be called back for Special Events in a timely manner whenever possible. To accommodate the needs of the Department and the needs of the Firefighter, the call back will be scheduled as far in advance as practical. Additionally, there is no requirement to be on duty for a complete shift to be called back for a future Special Event.

X. DIRECTIONS FOR COMPLETING CALL BACK LISTS:

- A. The person making the calls will enter the correct code; date (mm-dd-yy), time, and his/her own initials. Actual time contacted shall be noted.
- B. The Fire Chief's designee will ensure that the list is updated after each use and will provide an updated list to the First Assistant Chief and to the Union within 48 hours.

C. The OFF-GOING SHIFT is the shift which shall be contacted first during a CALL BACK.

D. On duty shift	Shift to Contact
A	C
B	A
C	B

E. Each Special Event requiring a call back is a new incident and will require beginning at the **top of the list**. This will insure that firefighters who had previously been contacted/or attempted to be contacted, but remained in their position on the list are first called. Starting at the top, contact each firefighter who does not have a C.R. (refused), or a C.W. (worked) by their name.

In the event additional firefighters are needed during the shift for Daily Staffing, the Shift Commander shall not start over at the top of the Special Events list, but shall begin after the last contacted firefighter.

F. During an emergency, personnel living outside the city limits may be excluded from a call back as per Article IV, Section 4 of the Collective Bargaining Contract.

G. The following codes should be used when noting the status of a contact attempt:

CODE	EXPLANATION	REMAIN IN POSITION ON LIST
1. C.R.	Contacted—refused	yes, Daily Staffing no, Special Events
2. C.W.	Contacted, and worked	no
3. C.L.	Contacted, but on leave	yes
4. I.P.N.	Incorrect phone #	yes
5. U.C.	Unable to contact	yes
6. C.T.	Contacted, but on Trade	yes
7. C.U.	Contacted, unable	yes

- Definition, Leave: A firefighter is off work due to any scheduled leave including sick, vacation, personal, kelly, injury, training or other approved scheduled leave.
- Definition: “Contacted, Unable” shall indicate the firefighter cannot accept the callback assignment due to previously assigned official Department business, i.e., schools, etc.
- The Fire Chief shall be notified at any time a firefighter refuses to report to duty as ordered for an emergency callback.
- Definition of refused: The firefighter cannot report to work for personal reasons, and the firefighter is not on an approved leave as described above.

H. To facilitate callbacks requiring use of EMS certified personnel, a code shall be placed next to the rank of each firefighter on the list:

- a. “P” shall designate Firefighter I and Firefighter II EMS personnel who are qualified as per Article VI, Section 1 of the Collective Bargaining Agreement. In addition, FFI’s who have previously served five years as a FFII EMS will not be required to work an EMS callback, and will not have a “P” designation.
- b. “E” shall designate FFII EMT’s who are qualified as per Article VI, Section 1 of the Collective Bargaining Agreement.

APPENDIX "G"
GRIEVANCE FORM

Date: _____

CASE NO.: _____

Name Title

I have discussed this complaint with my supervisor, and received his verbal answer on (date) _____ . Because this answer is unacceptable to me, I wish to file my grievance complaint to Step 2.

1. **Brief Statement of Grievance and the Facts or Events on which Grievance is Based:**

2. **Section(s) of contract alleged to be violated:**

3. **Remedy or adjustment sought by Grievant/Union:**

Grievant/Union Grievance Committee Chairman
(Chairperson)/Union President's Signature

Date

Union Grievance Committee Chairman (Chair-
person)/Grievance Committee Member

Date Received

Fire Chief or Designee

Date Received

***Submit all prior Grievance and Response Forms together at each Step on the Grievance Process**

RESPONSE OF UNION GRIEVANCE COMMITTEE
STEP 2

CASE NO.: _____

Name Title

On _____ day of _____, 20_____, the Grievance Committee met to consider the attached Grievance and made the following determination.

- This is a valid grievance and should proceed to Step 3.
- No valid grievance exists and no further proceeding is necessary.

Union Grievance Committee Chairman
(Chairperson)/Grievance Committee Member

Date

Fire Chief or Designee

Date Received

***Submit all prior Grievance and Response Forms together at each Step on the Grievance Process.**

RESPONSE OF FIRE CHIEF
STEP 3

CASE NO.: _____

Name Title

Response:
(Attach additional pages if necessary)

Fire Chief

Date

Union Grievance Committee Chairman
(Chairperson)/Grievance Committee Member

Date Received

The Grievance is not resolved at Step 3 and is submitted by the Union Grievance Committee to the City Manager for a Response at Step 4.

City Manager's Office

Date Received

***Submit all prior Grievance and Response Forms together at each Step on the Grievance Process.**

RESPONSE OF CITY MANAGER
STEP 4

CASE NO.: _____

Name Title

The attached Grievance being received on _____, 20____, the following is the City Manager's Response:

City Manager

Date

Grievance Committee Chairman
(Chairperson)/Grievance Committee Member

Date Received

***Submit all prior Grievance and Response Forms together at each Step on the Grievance Process.**