

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

TENTATIVE AGREEMENT

**ARTICLE 6
MANAGEMENT RIGHTS**

Except as specifically modified by the terms of this Agreement pursuant to Chapter 174 of the Texas Local Government Code, the City retains and does not waive or restrict any and all management rights, functions and authority not otherwise abridged, controlled or qualified by applicable law, including the U. S. and Texas Constitutions, federal and state statutes (including specifically the Civil Service Act), the City Charter, local ordinances and resolutions. This means the City has and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect except as restricted by this Agreement and applicable law.

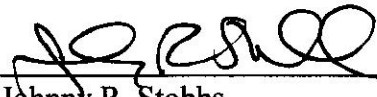
These rights retained by the City shall include, but shall not be limited to, the right:

- (1) To exercise control and determine the organization, operations and purpose of City Government and the Fire Department and to manage its affairs in all respects, including but not limited to managerial, fiscal, budgetary, economic, organizational, operational, community, statutory, legal and other needs;
- (2) To set standards for service to be offered to the public;
- (3) To determine the amount of supervision necessary;
- (4) To organize and reorganize the Fire Department in any manner it chooses, including but not limited to the size and composition of the Fire department and the determination of job classifications, duties assigned to each classification, number of classifications and number of fire fighters within each classification;
- (5) To establish, modify, combine or abolish job positions, descriptions and classifications;
- (6) To assign and allocate work, duties and overtime to Fire Fighters;
- (7) To establish, modify or change work schedules, staffing of apparatus, and numbers of apparatus in the main or reserve fleet;
- (8) To transfer work from one Fire Fighter position to another;
- (9) To transfer Fire Fighters to other stations;
- (10) To determine safety, health and property protection measures for Fire Fighters and the Fire Department;
- (11) To hire, examine, classify, promote, train, and schedule employees in positions with the City and the Fire Department;
- (12) To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (13) To relieve Fire Fighters from duties because of lack of work or funds or other reasons;

- (14) To determine the location, methods, means and personnel by which operations are to be conducted, including but not limited to the right to determine whether goods or services are to be made, provided or purchased;
- (15) To add, change or eliminate existing methods of operation, equipment or facilities;
- (16) To establish, implement and maintain an effective internal security program;
- (17) To determine, establish, create, modify, enforce or delete departmental rules, standards of procedure, policies, orders and regulations;
- (18) To determine, establish or modify policies affecting selection and training of Fire Fighters;
- (19) To communicate with employees and the public and maintain public awareness;
- (20) To contract or subcontract out work as allowed by law; and
- (21) To use non-sworn personnel in any manner allowed by the CSA and any other applicable law.

The City's exercise of its retained management rights and authority is not subject to challenge through the grievance procedure, but will not be used as a basis to refuse to arbitrate a grievance alleging violation of a specific term of this Agreement.

Agreed this 7th day of October, 2015:



Johnny R. Stobbs



Roxana J. Pérez Stevens