

**AGREEMENT  
BETWEEN  
THE CITY OF CORPUS CHRISTI**

**AND**

**THE CORPUS CHRISTI PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION**

**October 1, 2020 thru September 30, 2024**

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**Article 1**  
**PREAMBLE**

The following Collective Bargaining Agreement, hereinafter referred to as the “Agreement” is made by and between the City of Corpus Christi, Texas, hereinafter referred to as the “the City”, and the Corpus Christi Professional Fire Fighters Association, also known as the International Association of Fire Fighters, AFL-CIO-CLC, Local Union 936, hereinafter referred to as “the Association”. The City and the Association agree that the intent of this Agreement is to establish compensation, working hours and conditions of employment for the City’s fire fighters who are represented by the Association. This Agreement also promotes and fosters the harmonious relationship between the City and the Association. This agreement has been negotiated through the collective bargaining process pursuant to Chapter 174 of the Texas Local Government Code with the objective of serving the aforementioned purpose. Now, therefore, in consideration of mutual promises and agreements contained herein, the parties agree as follows:

**Article 2**  
**DEFINITIONS**

The following definitions apply to terms and acronyms used in this Agreement unless a different definition is required by the context in which the term or acronym is used.

1. “Agreement” means this collective bargaining agreement negotiated by and between the parties.
2. “Association” means the Corpus Christi Professional Fire Fighters Association, also known as Local 936 of the International Association of Fire Fighters, AFL-CIO-CLC. The AFL is the American Federation of Labor. The CIO is the Congress of Industrial Organizations. The CLC is the Canadian Labor Council.
3. “Cadet” means an individual who has been hired to fill an entry level position in the Department but who has not yet successfully completed the Fire Academy and been certified as a fire fighter by the Texas Commission on Fire Protection.
4. “City” or “Employer” refers to the City of Corpus Christi, Texas.
5. “City Manager” refers to the City Manager of the City of Corpus Christi, Texas.
6. “Civil Service Act” or “CSA” refers to the Fire and Police Civil Service Act, Texas Local Gov’t Code Chapter 143.
7. “Civil Service Commission” or “CSC” refers to the Fire and Police Civil Service Commission for the City of Corpus Christi.

8. "Civilian Employee" means an employee of the Fire Department other than the Fire Chief and Fire Fighters.

9. "Classification" refers to the Fire Fighter classifications established by the City's governing body pursuant to its authority under Texas Local Gov't Code §143.021. The term classification is synonymous with Fire Fighter "ranks" such as Firefighter I, Captain, etc.

10. "Department" or "Fire Department" refers to the Corpus Christi Fire Department.

11. "EMT" means an Emergency Medical Technician who: (1) is certified as such by the appropriate State agency, and (2) has been authorized by the Fire Department's Medical Director to function in the City as a medical care provider.

12. "Fire Academy" means the course of instruction necessary for a Cadet to obtain basic structural firefighting certification by the Texas Commission on Fire Protection, and to become a Fire Fighter in the Fire Department. Cadets may also receive EMT or Paramedic training while in the Fire Academy as required.

13. "Fire & Police Employee Relations Act" or "FPERA" refers to Texas Local Gov't Code Chapter 174, the collective bargaining statute under which this Agreement was negotiated.

14. "Fire Chief" and/or "Chief" refers to the Fire Chief of the Corpus Christi Fire Department. When an action requires action by or approval of the Fire Chief, he or she may delegate his/her authority to appropriate subordinates.

15. "Fire Fighter" or "Employee" means a bargaining unit employee covered by this Agreement.

16. "Fiscal Year" means the City's fiscal year, currently October 1 to September 30 of the following calendar year. The City may alter the fiscal year during the term of this Agreement, but will notify the Association in advance and provide it with an opportunity to negotiate solely to ameliorate any adverse effects on Fire Fighters.

17. "Full Duty Fire Fighters" are those who have completed the Fire Academy, have obtained fire certification from the Texas Commission on Fire Protection, have obtained any required EMT or Paramedic certification, and have been assigned to an Operations or Non-Operations position in the Fire Department.

18. "Haz-Mat Station" means a station that has been designated by the Fire Department as such by providing the equipment, training, and capabilities to perform Haz-Mat specialized tasks above the Operations Level, as defined by Texas Commission of Fire Protection.

19. "Member" refers to those Fire Fighters who are members of the Association.

20. "Non-Ambulance Station" is a station that does not have Firefighter II-EMS regularly assigned and does not operate or house a first standby medic unit
21. "Non-Operations Fire Fighters" are those assigned to a 40-hour work week.
22. "Operations Fire Fighters" are those assigned to a 24-hour work shift.
23. "Paramedic" means an Emergency Medical Technician-Paramedic who: (1) is certified as such by the appropriate State agency, and (2) has been authorized by the Fire Department's Medical Director to function in the City as a medical care provider.
24. "Rescue Station" means a station that has been designated by the Fire Department as such by providing the equipment and capability to perform at least 3 of the following "Types of Rescues" listed below at the Technician Level, as defined by NFPA 1670/1006:

**TYPES OF RESCUES**

- Rope
- Confined Space
- Trench
- Water Rescue
- Vehicle Extrication
- Structural Collapse

25. "Single Company Ambulance Station" means a station that has one fire suppression apparatus and one ambulance.
26. "Supervisor" refers to a Fire Fighter in the rank of Fire Captain or above.
27. "Water/Boat Rescue Station" means a station that has been designated by the Fire Department as such by providing the Station with a vessel of 18 foot or larger that has a rated capacity to hold at least eight (8) individuals

**Article 3**

**RECOGNITION**

The City recognizes the Association as the exclusive bargaining agent for a bargaining unit consisting of all Fire Fighters. The bargaining unit does not include the Fire Chief, Civilian Employees, and Cadets.

**Article 4**  
**DURATION**

This Agreement was negotiated between the City and Association Team Members, identified in Appendix "E" and shall be effective as of October 1, 2020 and shall remain in full force and effect until September 30, 2024, and thereafter until replaced by a successor agreement reached either through good faith bargaining or use of the Impasse Procedure set forth in Article 27 of this Agreement.

**Article 5**  
**NON-DISCRIMINATION**

**Section 1. Association Membership.**

Neither the City nor the Association, in negotiating, administering, or enforcing this Agreement, will discriminate against any Fire Fighter because of his/her membership or non-membership in the Association.

**Section 2. Protected Status.**

Neither the City nor the Association, in negotiating, administering, or enforcing this Agreement, will discriminate against any Fire Fighter because of race, color, disability, religion, sex, national origin, age, sexual orientation, or other legally protected status.

**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, standard operating procedures (S.O.P.'s), 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.

**Article 7**  
**EMPLOYEE RIGHTS**

**Section 1. Written Rules and Regulations.**

The City recognizes its responsibility to reduce Standard Instructions, rules, 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. However, the parties acknowledge that job descriptions cannot specifically describe every operations duty required of a position, but instead are simply general guidelines rather than specific descriptions of all duties that employees are required to perform.

**Section 2. Non-Interference with Personal Lives.**

The City will not publish, make or enforce any regulations or directives that will interfere with the personal lives or off-duty activities of Fire Fighters, 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.

**Section 3. Residency Requirements.**

Fire Fighters may reside outside the city limits but shall reside in a location from which they are able to reach City Hall within sixty (60) minutes traveling by automobile at posted speeds in ordinary weekday traffic. The Chief, in his/her discretion, may waive this requirement on a case-by-case basis.

**Article 8**  
**ASSOCIATION RIGHTS**

**Section 1. Payroll Dues Deductions.**

**A.** The Association shall supply the City with all necessary papers and information for payroll deduction of dues and assessments. Such dues or assessments shall be deducted in the amount(s) authorized by the individual employee and the Association.

**B.** The City agrees to deduct Association dues from a Member's pay upon receipt of a "Dues Deduction Authorization" form voluntarily and individually authorized, signed, and dated by the Member. The Member's authorization shall remain in effect until terminated by either the Member or the Association. The form to be used for this purpose is set forth in Appendix "A-1" to this Agreement. The City shall begin dues deductions from a Member's pay in the pay period following receipt of the "Dues Deduction Authorization."

**C.** The City agrees to deduct special assessments from the pay of all Members of the Association upon receipt of official written notification from the Association President indicating that said special assessment has been approved and ratified by a majority vote of the Association members.

The form to be used for this purpose is set forth in Appendix "A-2" to this Agreement. The City may invoice the Association in the amount of \$50.00 per month to be invoiced by the City on a monthly basis during the period of the special assessment. If the special assessment is a "one time" assessment, the City may invoice the Association in the amount of the actual administrative costs for the "one time" assessment. The City is not responsible for the administration and procedures used by the Association in the election for, collecting, distributing or return of any special assessment monies and the Association shall indemnify the City for any claims with regards to the special assessment. The special assessment ballot shall state the type of assessment, the amount of the assessment, the designated period of the assessment and the date and manner of the reimbursement, if any.

**D.** An Association Member may revoke his/her authorization for dues deductions at any time by individually providing the City with a signed and completed "Termination of Regular or Special Dues Deduction Authorization" form. The form to be used for this purpose is set forth in Appendix "A-3" to this Agreement. The City shall terminate dues deductions from the Member's pay in the pay period following its receipt of the form. The City will provide a copy of the signed form to the Association's Secretary-Treasurer.

**E.** The City is obligated to remit to the Association only those authorized sums deducted as dues and special assessments from the Association members' paychecks. The City will not be liable for damages allegedly caused to the Association, its Members, or other persons by its deduction of, or failure to deduct, authorized sums for any reason and the Association shall indemnify the City for any claims with regards to deductions or special assessments.

## **Section 2. President's Time Off.**

**A.** Upon election, and in each December thereafter, the Association President may choose to be relieved of duty for the following calendar year to perform Association duties. The Association President will provide the Fire Chief with written notice of his/her decision within two weeks after election, and thereafter by December 20 for each subsequent calendar year. The Association President may change his/her election only once during that calendar year. If the Association President chooses to be relieved of duty, each Fire Fighter (excluding cadets) will donate his/her pro rata share of personal leave that would cover the base salary the Association President is entitled to receive which will continue to be paid by the City. That amount will be determined by the City pursuant to the formula below every July 1. The hours will be deducted the first pay period in August of each year. The period during which the Association President is relieved of duty shall not constitute a break in service, and he/she shall be entitled to return to his/her rank upon completion of service as full-time President. In the event the Association President elects to return to duty, the City will reimburse the Personal Leave time back to each Firefighters Personal Leave bank or their Vacation Leave bank, if after August 1<sup>st</sup>, on a pro-rata basis. In the event of an emergency, the Chief may order the Association President to report for duty as assigned by the Chief.

**B. Formula.** The formula to determine the amount of personal leave to be deducted from Fire Fighters is as follows and excludes cadets:

Sum of all salaries / Number of Fire Fighters (excluding cadets) = Average Salary

Average Salary / 2080 = Employee Average Hourly Rate

(President's base salary / Employee Average Hourly Rate) / Number of Fire Fighters (excluding cadets) = Hours to be deducted rounded to the nearest half (0.5)

### **Section 3. Association Activities.**

**A. Committee Meetings.** With advance permission from the Fire Chief or his/her designated representative, which will not be unreasonably denied, the Association may schedule small committee meetings on Fire Department property to conduct Association business. Such meetings must be in compliance with any City and Fire Department Policies and must not disrupt the duties of employees or the efficient operation of the Fire Department.

**B. Fund Raising Activities.** With advance permission from the Fire Chief or his/her designated representative, which will not be unreasonably denied, the Association and its members may conduct voluntary fund raising activities for things such as the MDA, cancer awareness, and the United Way, during working time and at their work location, provided the conduct of such business complies with any City and Fire Department Policies and does not interfere with their duties as employees or the efficient operation of the Fire Department.

**C. Educational Leave.** Fire Fighters shall be granted reasonable unpaid leaves of absence to attend fire schools, conventions, or meetings designed to increase Department efficiency and/or to better employees' working conditions, provided that there remains a sufficient number of employees to carry out the Department's normal functions.

**D. Convention Delegates.** The Association President and up to three (3) elected Association delegates shall all be allowed three (3) paid shifts off per year to attend a convention of the Association's state and/or national parent organizations. In addition, any Fire Fighter who is elected to the Executive Board of the Association's state or national parent organizations shall be allowed three (3) paid shifts off per year to attend such state and national conventions. Any delegate leave days provided for in this paragraph and not used for attendance at the Association's national and state conventions, may, upon the Association's request, be used for attendance at seminars or training sessions approved by the Fire Chief during each year of the contract term.

**E. Association Meetings.** In any year the Association President chooses not to be relieved of duty, he or she (or his/her designee) will be provided with four (4) hours paid leave to attend each of eight (8) regularly scheduled Association meetings per fiscal year.

**F. Pension Board Meetings.** Three (3) pension trustees will each be allowed three (3) paid shifts off per calendar year to attend any state or national pension seminar approved by the Fire Chief. However, the City will not reimburse related travel expenses, food or lodging.

**Section 4. Association Use of City Facilities.**

City facilities that are made available to private organizations shall be made available to the Association on the same basis they are made available to other nonprofit organizations.

**Section 5. Association President’s Access to Department Premises.**

With prior notification to and approval by the Fire Chief, which will not be unreasonably denied, the Association President or his/her designee shall have access to Fire Department premises to administer this Agreement. The timing and manner of such visits shall be conducted so as to avoid interference with the functions of the Fire Department and shall be in compliance with all City and Fire Department Policies.

**Section 6. Association Access to Fire Cadet Orientations.**

**A.** Neither the City nor the Association will attempt to use the Fire Department Academy training to solicit or discourage Association membership.

**B.** An Association representative and City representative will jointly present Fire Academy training to each Cadet Class on Association, City and employee rights and duties under this Agreement.

**Section 7. Fire Fighter Training on Agreement.**

All Fire Fighters will be provided with on-duty training and/or orientation concerning the rights and obligations of the City, Association, and Fire Fighters under this Agreement.

**Article 9**

**BASE WAGES, FIRE FIGHTER CLASSIFICATIONS & STEPS**

**Section 1. Fire Fighter Classifications & Steps.**

**A. Current Classifications & Steps.** The current classifications and the seniority steps within such classifications, for the Fire Department are as follows:

- |    |                |   |
|----|----------------|---|
| 1. | Cadet:         | Step 1 (entry level)<br>Step 2 (12 months in rank-- approx. 4% step)  |
| 2. | Firefighter I: | Step 1 (entry level)<br>Step 2 (6 months in rank – approx. 4% step)<br>Step 3 (18 months in rank – approx. 5% step)<br>Step 4 (30 months in rank – approx. 6% step)<br>Step 5 (84 months in rank – approx. 2%)<br>Step 6 (120 months in rank – approx. 2% step) |

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, as required by this Agreement.

3. Firefighter II:
  - Step 1 (entry level)
  - Step 2 (6 months in rank – approx. 2% step)
  - Step 3 (18 months in rank – approx. 2% step)
  - Step 4 (30 months in rank – approx. 2% step)
  - Step 5 (84 months in rank – approx. 6%)
  - Step 6 (120 months in rank – approx. 1% step)
  
4. Fire Captain:
  - Step 1 (entry level)
  - Step 2 (6 months in rank – approx. 3% step)
  - Step 3 (18 months in rank – approx. 3% step)
  - Step 4 (30 months in rank – approx. 4% step)
  - Step 5 (84 months in rank – approx. 3%)
  - Step 6 (120 months in rank – approx. 3% step)
  
5. Battalion Chief:
  - Step 1 (entry level)
  - Step 2 (6 months in rank – approx. 5% step)
  - Step 3 (18 months in rank – approx. 5% step)
  - Step 4 (30 months in rank – approx. 5% step)
  - Step 5 (84 months in rank – approx. 3%)
  - Step 6 (120 months in rank – approx. 3% step)

**B. Re-Opener Clause.** The Parties acknowledge and agree that this Agreement does not waive the City's right under Texas Local Gov't Code §143.021 to establish, by ordinance, the classifications within the Fire Department, and the number of positions within those classifications. Therefore, the current classifications and the numbers within those classifications adopted may be subject to change. However, should the City change the current classifications, it agrees to provide the Association with advance notice and an opportunity to reopen negotiations only to address changes, if any, that reclassification would have on base wages, step salaries, eligibility for promotion, and other subjects that are proper for collective bargaining negotiations. Should such negotiations result in an impasse, the parties agree to use the Impasse Procedure specified in Article 27 to resolve the impasse. Any change will be implemented only after bargaining is completed and an agreement reached.

**Section 2. Wages**

A. Commencing on October 1, 2020, the applicable monthly pay rates for the current classifications and steps within the Department will receive the following percentage pay raises on the following dates:

10/1/2020  
1% for 120 mos  
Add 84 mos step

<u>Title</u>	<u>Start</u>	<u>6mos</u>	<u>12mos</u>	<u>18mos</u>	<u>30mos</u>	<u>84mos</u>	<u>120mos</u>
Cadet	3,454		3,602				
Firefighter I	4,414	4,608		4,820	5,132	5,217	5,301
Firefighter II	5,249	5,353		5,463	5,583	5,929	5,988
Fire Captain	5,929	6,103		6,277	6,512	6,694	6,876
Batt. Chief	6,808	7,117		7,440	7,777	7,993	8,209

10/1/2021  
1%

<u>Title</u>	<u>Start</u>	<u>6mos</u>	<u>12mos</u>	<u>18mos</u>	<u>30mos</u>	<u>84mos</u>	<u>120mos</u>
Cadet	3,489		3,638				
Firefighter I	4,458	4,654		4,868	5,183	5,269	5,355
Firefighter II	5,301	5,407		5,518	5,639	5,988	6,048
Fire Captain	5,988	6,164		6,340	6,577	6,761	6,945
Batt. Chief	6,876	7,188		7,514	7,855	8,073	8,291

10/1/2022  
2%

<u>Title</u>	<u>Start</u>	<u>6mos</u>	<u>12mos</u>	<u>18mos</u>	<u>30mos</u>	<u>84mos</u>	<u>120mos</u>
Cadet	3,558		3,711				
Firefighter I	4,547	4,747		4,966	5,287	5,375	5,462
Firefighter II	5,408	5,515		5,628	5,752	6,108	6,169
Fire Captain	6,108	6,287		6,467	6,709	6,896	7,084
Batt. Chief	7,014	7,332		7,665	8,012	8,234	8,457

10/1/2023  
2%

<u>Title</u>	<u>Start</u>	<u>6mos</u>	<u>12mos</u>	<u>18mos</u>	<u>30mos</u>	<u>84mos</u>	<u>120mos</u>
Cadet	3,629		3,785				
Firefighter I	4,638	4,842		5,065	5,393	5,482	5,571
Firefighter II	5,516	5,625		5,741	5,867	6,230	6,293
Fire Captain	6,230	6,413		6,596	6,843	7,034	7,225
Batt. Chief	7,154	7,479		7,818	8,172	8,399	8,626

**Article 10**  
**SUPPLEMENTAL PAYS**

**Section 1. Certification Pay.**

Fire Fighters who possess the below-listed certifications from the appropriate State Agency shall receive monthly certification pay in the amounts indicated below:

Intermediate Fire Certification	\$50 per month
Advanced Fire Certification	\$75 per month
Master's Fire Certification	\$125 per month
Certified EMT	\$35 per month
Certified Paramedic	\$100 per month
Fire Prevention Insp.	\$35 per month
Fire Investigator	\$50 per month
Arson Investigator	\$75 per month
Basic Instructor	\$35 per month
Intermediate Instructor, Advanced Instructor or Master Instructor	\$75 per month

**Section 2. Assignment Pay.**

**a. Operations Assignments**

- 1. Haz-Mat Station Assignment Pay:** Firefighters who are regularly assigned to a designated Haz-Mat Station, as defined in Art. 2 of this Agreement, and who have received or will receive Haz-Mat Technician Level Certification within the time period described below shall receive the following:

- Haz-Mat Station Assignment Pay of 125.00 per month

Firefighters receiving Haz-Mat Station Assignment Pay must obtain Haz-Mat Technician Level Certification within 180 days of assignment. The City agrees to provide the Haz-Mat Technician Level Course within 180 days after assignment if the Firefighter is not already Haz-Mat Technician Level Certified. If the City fails to provide the above referenced course within 180 days after assignment, the Firefighter will continue to receive Haz-Mat Station Assignment Pay until such time as the City provides the course.



Additionally, if the City does provide the Haz-Mat Technician Level Course within the 180 day period referenced above, or after, and the Firefighter fails to make himself/herself available to take the course or fails to pass and obtain the Technician Level Certification, then he/she will no longer be entitled to receive Haz-Mat Station Assignment Pay until he/she becomes Haz-Mat Technician Level Certified. Failure to meet this requirement may result in reassignment by the Fire Department to a different station.

- 2. Rescue Station Assignment Pay:** Firefighters who are regularly assigned to a designated Rescue Station, as defined in Art. 2 of this Agreement, and who are trained or will become trained according to the requirements described below in Training Requirements, shall receive the following:

- Rescue Station Assignment Pay: \$125.00 per month

### **Training Requirements**

Firefighters who receive Rescue Station Assignment Pay must obtain Technician Level training in Ropes, Confined Space, and Vehicle Extrication Rescue, and in one of the other “Types of Rescues” outlined in Art. 2 of this Agreement within 365 days of assignment. The City agrees to provide Technician Level training within 365 days after assignment if the Firefighter is not already certified. If the City fails to provide the above referenced training courses within 365 days after assignment, the Firefighter will continue to receive Rescue Station Assignment Pay until such time as the City provides the courses. Additionally, if the City does provide the Technician level training courses within the 365 day period referenced above, or after, and the Firefighter fails to make himself/herself available to take the courses, then he/she will no longer receive Rescue Station Assignment Pay until he/she meets the requirements listed above. Failure to meet this requirement timely, may result in reassignment by the Fire Department to a different station. Certifications may be obtained either by Department lead courses or by Department approved third-party courses.

### **3. Water/Boat Rescue Station Assignment Pay**

Firefighters who are regularly assigned to a Water/Boat Rescue Station, as defined by Article 2 of this Agreement, shall receive the following:

- Water/Boat Rescue Assignment Pay: \$125.00 per month

### **4. Daily Ambulance Assignment**

0 to 3 years of eligible ambulance duty	\$25 per shift worked
4 to 8 years of eligible ambulance duty	\$35 per shift worked
More than 8 years of eligible ambulance duty	\$45 per shift worked

Firefighter II/EMS Assignment

5 to 9 years	\$50 per month
or	
10 years and greater	\$100 per month

**b. Staff Assignments.** Individuals regularly assigned to forty (40) hour week jobs will receive Assignment Pay in the amounts indicated:

0-3 years	\$225 per month
4-5 years	\$275 per month
6 or more years	\$300 per month

**Section 3. Temporary Duties in Higher Classification Pay.**

A Fire Fighter who is temporarily required to perform the duties of a higher classification for a continuous period of four (4) or more hours during any shift shall be paid temporary duties in higher classification pay as follows:

Acting Fire Fighter II	\$40 per shift
Acting Captain	\$50 per shift
Acting Battalion Chief	\$60 per shift
Acting Assistant Fire Chief	\$70 per shift

Temporary duties in higher classification pay shall not be considered as a component of salary or compensation for purposes of drag up pay, leave sell back or overtime.

This section is intended to totally pre-empt the requirements of Texas Local Gov't Code §§141.033(b) and 143.038(b) as they pertain to the payment for temporary performance of higher classified duties.

**Section 4. Education Incentive Pay.**

**1. Limitations.**

- a. In order to receive Educational Incentive Pay, a Fire Fighter must have:
  - i. semester hour(s) earned from an accredited college or university; or
  - ii. a degree earned from an accredited college or university; and

- iii. successfully completed his/her probationary period.
- b. 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.
- c. 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.

## 2. Educational Incentive Pay Amounts.

- a. **Payment.** The Fire Fighter will commence receiving the appropriate amount the first pay period following presentation of a copy of his/her degree to the City's Human Resources Department.
- b. **Semester Hours.** Fire Fighters 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.
- c. **Degrees.** 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.
  - i. **Associate 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.
  - ii. **Bachelor's Degree.** Successful completion of the requirements and receipt of a Bachelor's Degree will qualify the employee for a maximum of \$135.00 per month.
  - iii. **Master's Degree.** 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.

**Section 5. Longevity Pay.**

Effective the first full pay period after the adoption of this Agreement, Longevity Pay shall be \$12.50 per month for each complete year of service up to a maximum of twenty-five (25) years of service. This pay increase shall not be retroactive, meaning there will be no backpay.

**Section 6. Emergency Medical Service Supervisory Officers.**

Emergency Medical Service supervisory officers, with the exception of the Assistant EMS Director, who are assigned such duties by the Chief shall receive \$150 per month paramedic certification pay in lieu of the paramedic certification pay provided for in Section 1 of this Article.

**Section 7. Performance Award.**

In November of each year of this Agreement, all non-Probationary Fire Fighters will receive a \$150.00 lump sum performance award. Performance awards shall not be considered as a component of salary or compensation for purposes of drag up pay, leave sell back or overtime.

**Section 8. Bi-Weekly Pay Periods.**

Base wages authorized by Article 9, and supplemental pays authorized by this Article, will be paid on a bi-weekly basis during the life of this Agreement.

**Article 11**  
**OVERTIME PAY**

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

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

**Section 2. Hours Worked.**

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

### **Section 3. “Kelly Days.”**

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

### **Section 4. Base Pay and Add Pays.**

For purposes of this Article, a Fire Fighter’s Base Pay is the salary provided under Article 9, §2 of this Agreement. A Fire Fighter’s Add Pays to be used in calculating overtime pay include Longevity, Certification Pay, Educational Incentive Pay, Assignment Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay.

### **Section 5. Overtime Pay for Operations Fire Fighters.**

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

1.  $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$ .
2.  $\text{PPP} \div 80 = \text{Cycle Rate}$
3.  $\text{PPP} \div 108 = \text{Dock Rate}$
4.  $[\text{Cycle Rate} \times 1.5] - \text{Dock Rate} = \text{Cycle OT Rate}$
5.  $[\text{Cycle OT Rate}] \times [\text{hours over 204}] = \text{Cycle OT Pay}$

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

1.  $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$ .
2.  $\text{PPP} \div 90 = \text{Hourly Rate}$
3.  $[\text{Hourly Rate}] \times 1.5 = \text{Overtime Rate}$
4.  $[\text{Overtime Rate}] \times [\text{Overtime hours}] = \text{Overtime Pay}$

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

Fire Fighters who are in Training, Prevention, or work a 40-hour work-week will receive Overtime Pay for hours actually worked outside their scheduled work hours. When off-duty Fire Fighters

are called to return to duty, or are subpoenaed to give testimony in court about matters related to their employment, they will be paid from the time called to report to duty, and will be paid for the actual time worked, or for three (3) hours, whichever is greater. Overtime pay under this provision will be calculated as follows:

1.  $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$ .
2.  $\text{PPP} \div 80 = \text{Hourly Rate}$ .
3.  $[\text{Hourly Rate}] \times 1.5 = \text{Overtime Rate}$
4.  $[\text{Overtime Rate}] \times [\text{Overtime hours}] = \text{Overtime Pay}$

**Section 7. Effect on Other Laws.**

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

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

**Article 12**  
**HEALTH & LIFE INSURANCE**

**Section 1. Health Care Insurance Plan and Life Premiums.**

**A. Health Care Plans.** During the term of this Agreement, the City shall provide health care coverage for Fire Fighters and their dependents. Two plans will be offered concurrently, one will be called CitiCare Fire Health Insurance Plan and the other Fire Consumer Driven Healthcare Plan. The Plans are outlined below as follows, Firefighters may only elect participation in one plan which must be done during the City's Open Enrollment period or at the time of a Qualifying Event as defined by IRS Regulation, also included in plan summary description.

**B. CitiCare Fire Health Insurance Plan.**

- 1. Premiums for CitiCare Fire Health Insurance Plan.** Bi-weekly costs for CitiCare Fire Health Insurance Plan as on the effective date of this Agreement are as follows:

	<u>Employee Cost</u>	<u>City Cost</u>
Employee	\$0	\$411.51
Employee & Spouse	\$222.71	\$660.22
Employee & Children	\$177.13	\$609.34
Employee & Family	\$360.15	\$813.75

**THESE ARE CURRENT RATES ONLY AND ARE SUBJECT TO CHANGE AT ANY TIME VIA THE PROCEDURE OUTLINED IN THIS SECTION 1, SUBSECTION E OF THIS ARTICLE.**

During the term of this Agreement, 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 or any successor plan. Premium rates shall be determined using the agreed methodology described in this Agreement.

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' written notice of any change, and of health plan changes with a minimum of thirty (30) days' notice of any change. The City and Association shall meet, within a reasonable time, upon the Association's request to discuss any premium and/or health plan changes prior to such increases or changes taking effect.

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.

Plan changes mandated by federal and/or state health care legislation, including but not limited to the Patient Protection and Affordable Care Act (ACA), will be implemented as required. The Association will be notified of such changes in advance of the implementation date.

**2. Citicare Fire Health Care Plan Structure.**

The Citicare Fire Healthcare Plan shall be structured and governed by the actual health care plan document. 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 or any successor plan.

A summary of the current plan structure, which is subject to change as stated above, is as follows:

**CITICARE FIRE HEALTH INSURANCE PLAN**  
**THIS IS A SUMMARY ONLY, PLAN DOCUMENT WILL GOVERN**

<b>BENEFITS</b>	<b>IN NETWORK (Participating Providers)</b>	<b>OUT-OF-NETWORK</b>
<b>PLAN YEAR DEDUCTIBLE</b>	\$500 Per Individual \$1,000 Max Family	\$500 Per Individual \$1,000 Max Family
<b>Primary Care Physician Visit</b>	\$25.00 Co-Pay	Deductible, then 30% Co-Insurance
<b>Annual Wellness Visit (Preventative)</b>	\$0	Deductible, then 30% Co-Insurance
<b>MDLIVE Virtual Visit</b>	\$15.00 Co-Pay	N/A



<b>Employee Wellness Clinic</b>	\$0.00	N/A
<b>CVS Minute Clinic</b>	\$0.00	Deductible, then 30% Co-Insurance
<b>Specialist Office Visit</b>	\$50.00	Deductible, then 30% Co-Insurance
<b>Basic Lab &amp; Radiology</b>	\$35.00	Deductible, then 30% Co-Insurance
<b>Major Lab &amp; Radiology (MRI/CT/PET)</b>	\$70.00	Deductible, then 30% Co-Insurance
<b>Urgent Care Visit</b>	\$100.00	Deductible, then 30% Co-Insurance
<b>Emergency Room Services</b>	Deductible Then 20% Co-Insurance	Deductible, then 30% Co-Insurance

<b>Hospitalization</b>	Deductible then 20% Co-Insurance	Deductible, then 30% Co-Insurance
<b>Retail Prescriptions (CVS Caremark is preferred vendor)</b>	Co-Pays: \$0 – Generic \$20 – Preferred Brand \$40 – Non-Preferred Brand	Co-Pays: \$0 – Generic \$20 – Preferred Brand \$40 – Non-Preferred Brand
<b>Prescriptions Mandatory Mail Order 90 Day Supply of Maintenance Prescriptions</b>	Co-Pays: \$0 – Generic \$40 – Preferred Brand \$80 – Non-Preferred Brand	Co-Pays: \$0 – Generic \$40 – Preferred Brand \$80 – Non-Preferred Brand
<b>Out-Of-Pocket Cost Including Co-Pays &amp; Deductibles</b>	\$1,200 Per Individual \$2,400 Max Family	\$1,200 Per Individual \$2,400 Max Family

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.

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 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.

**C. Fire Consumer Driven Health Plan (CDHP) with Health Savings Account**

This plan will be offered concurrently with the plan described above, with employees having the option to participate in either plan. Election of the Fire CDHP with HSA can only be made at the time of hire or during the open enrollment period, or during a Qualifying Event as defined by IRS Regulation, and included in the plan summary.

- 1. Premiums for Fire CDHP with HSA.** Bi-weekly premium costs for Fire Consumer Driven Health Plan as on the effective date of this Agreement are as follows:

<u>Employee Cost</u>		<u>City Cost</u>
Employee	\$0	\$349.78
Employee & Spouse	\$151.99	\$598.49
Employee & Children	\$120.89	\$547.62
Employee & Family	\$245.79	\$752.03

**THESE ARE CURRENT RATES ONLY AND ARE SUBJECT TO CHANGE AT ANY TIME VIA THE PROCEDURE OUTLINED IN THIS SECTION 1, SUBSECTION E OF THIS ARTICLE.**

During the term of this Agreement, the City shall pay 100% of the employee’s premiums and 50% of the premium for dependent coverage towards the Fire CDHP or any successor plan. Premium rates shall be determined using the agreed methodology described in this Agreement.

The City shall notify the Association in writing of premium increases with a minimum of sixty (60) calendar days’ written notice of any change, and of health plan changes with a minimum of thirty (30) calendar days’ written notice of any change. The City and Association shall meet, within a reasonable time, upon the Association’s request to discuss any premium and/or health plan changes prior to such increases or changes taking effect.

- 2. Plan Structure for Fire CDHP**

**FIRE CONSUMER DRIVEN HEALTH PLAN WITH  
HEALTH SAVINGS ACCOUNT**

**THIS IS A SUMMARY ONLY, PLAN DOCUMENT WILL GOVERN**

<b>BENEFITS</b>	<b>IN NETWORK (Participating Providers)</b>	<b>OUT-OF-NETWORK</b>

<b>PLAN YEAR DEDUCTIBLE</b>	\$3,000 Per Individual \$6,000 Max Family	\$3,000 Per Individual \$6,000 Max Family
<b>Primary Care Physician Visit</b>	Deductible, then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Annual Wellness Visit (Preventative)</b>	\$0 \$0	Deductible, then 30% Co-Insurance Deductible, then 0% Co-Insurance
<b>MDLIVE Virtual Visit</b>	Deductible, then 0% Co-Insurance	N/A
<b>Employee Wellness Clinic</b>	\$20.00 office visit \$15.00 if labs are needed	N/A
<b>CVS Minute Clinic</b>	Deductible, then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Specialist Office Visit</b>	Deductible, then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Basic Lab &amp; Radiology</b>	Deductible, then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Major Lab &amp; Radiology (MRI/CT/PET)</b>	Deductible, then 0% Co-insurance	Deductible, then 0% Co-Insurance

<b>Urgent Care Visit</b>	Deductible then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Emergency Room Services</b>	Deductible then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Hospitalization</b>	Deductible then 0% Co-Insurance	Deductible, then 0% Co-Insurance
<b>Retail Prescriptions (CVS Caremark is preferred vendor)</b>	Co-Pays: <i>(Copays are for IRS-approved preventive formulary medications only. For all other medications, you must pay the deductible, then 0%)</i>  \$0 – Generic \$20 – Preferred Brand \$40 – Non-Preferred Brand	Co-Pays: <i>(Copays are for IRS-approved preventive formulary medications only. For all other medications, you must pay the deductible, then 0%)</i>  \$0 – Generic \$20 – Preferred Brand \$40 – Non-Preferred Brand
<b>Prescriptions CVS Caremark Mandatory Mail Order 90 Day Supply of Maintenance Prescriptions</b>	Co-Pays: <i>(Copays are for IRS-approved preventive formulary medications only. For all other medications, you must pay the deductible, then 0%)</i>  \$0 – Generic \$40 – Preferred Brand \$80 – Non-Preferred Brand	Co-Pays: <i>(Copays are for IRS-approved preventive formulary medications only. For all other medications, you must pay the deductible, then 0%)</i>  \$0 – Generic \$40 – Preferred Brand \$80 – Non-Preferred Brand
<b>Out-Of-Pocket Cost Including Co-Pays &amp; Deductibles (Co-Pay to Employee Wellness Clinic will not be applied towards deductible or Out-Of- Pocket Cost)</b>	\$3,000 Per Individual \$6,000 Max Family	\$3,000 Per Individual \$6,000 Max Family

All in-network co-pays, except for Employee Wellness Clinic, count toward the annual (embedded) deductibles. Eligible in-network preventive drug expenses are not subject to the deductible.

### **3. Fire CDHP Health Savings Account (HSA)**

The City will contribute \$1,600 at the beginning of each fiscal year to a Firefighter's Health Savings Account (HSA), if the employee is eligible under IRS regulations to receive such contribution and the employee is enrolled in the Fire CDHP under an Employee Only Election. If the Firefighter is enrolled in the Fire CDHP in any other Plan Tier Level, then the City will contribute \$2,600 at the beginning of each fiscal year to a Firefighter's HSA, if he/she is eligible under IRS regulations to receive such contribution. A Firefighter who enrolls into the Fire CDHP at any time after the Fiscal Year begins due to a Qualifying Event will receive a pro-rated HSA for the remaining part of that Fiscal Year.

As a health plan expense, funds for the HSA contribution will be allocated to the health plan fund, as all other related contributions, and then disbursed to individual HSA accounts.

On October 1, 2020, as part of a one-time additional contribution, the City shall contribute an additional amount into the HSA account for those Firefighters who choose to enroll into the Fire CDHP during the City's open enrollment period for Fiscal Year 2020-2021. This additional one-time contribution will be funded through a portion of the unrestricted Fund Balance, not to exceed \$300,000.00. The amount of the contribution will fluctuate depending on how many Firefighters choose to enroll into the Fire CDHP during the City's open enrollment period for Fiscal Year 2020-2021, however the maximum contribution will be \$1,500.00. If any portion of the \$300,000.00 noted above is remaining at the close of open enrollment for Fiscal Year 2020-2021, then the remaining portion will be placed into the Association Health & Benefits Trust as a one-time additional contribution.

### **4. Compliance with Federal and State Laws**

If the City believes that state or federal laws require a plan change in order to avoid penalties and excise taxes, to satisfy the statutory and legal coverage and benefit requirements and to preserve the flexibility to make needed changes to comply with the federal and state laws, including but not limited to the Affordable Care Act's complex and evolving requirements, the City shall notify the Association in writing of its desire to make such plan changes. The parties shall meet and confer in good faith for a period of thirty (30) calendar days to try and come to a mutual agreement regarding the City's proposed changes to the Fire CDHP or whatever health care plan is in place for Fire. If the parties are unable to reach an agreement within thirty (30) calendar day period, then the parties mutually agree to retain a qualified licensed professional health insurance expert to assist in this effort. The retained expert will be authorized to effect only those changes to the Plan which are minimally necessary to ensure that the City and the Fire CDHP are not subject to any penalties and excise taxes and to ensure that the Plan complies with any Federal and State Laws.

**D. OPEB Liability Requirements and Fund Balance Elements**

Due to increased OPEB Liability, any future liability funding requirements will be managed through City's portion of Fund Balance.

Section 1. Fund Balance Elements

The following are the elements that will be used in calculating the Fund Balance

- A. Plan Assets
- B. Plan Liabilities
- C. Catastrophic and IBNR Reserve Balance

**E. Formulary for Calculation of Healthcare Premiums for Citicare Fire Health Insurance Plan and Fire CDHP**

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

1. Third Party Administrator (TPA) administrative fees
2. Stop loss premiums
3. 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.
4. 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).
5. Incurred But Not Reported (IBNR) claims, as actuarially determined.
6. The net change in forecasted and prior period catastrophic reserve funding (10% of

actuarial projected claims expense).

7. 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.

**F. 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 either the City's CitiCare Fire Health Insurance Plan or the Fire CDHP at monthly premiums subject to periodic changes in rates as required in the agreement. However, Retirees are not eligible to receive the City's HSA Contribution. 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 either plan will cease. While the retiree remains in the City's CitiCare Fire Health Insurance Plan or Fire CDHP, 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 either 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 either 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.



**Section 2. Life Insurance and Premiums**

**A. City-Purchased Life Insurance.** During the term of this Agreement, the City will maintain, at no cost to Fire Fighters, basic life insurance in an amount equal to the Fire Fighter’s annual base salary.

**B. Optional Life Insurance.** Each year, during the enrollment period, the City will provide Fire Fighters the option to purchase additional life insurance at no cost to the City.

**Section 3. Fire Fighters Dental Plan Options**

During the open enrollment period for Fiscal Year 2020-2021, the City will offer two options for Dental Coverage, however Firefighters may only elect one option each fiscal year.

During open enrollment, a Firefighter can elect to participate in either the City’s Dental Insurance Plan outlined below or to participate in the Association Supplemental Dental Plan, also outlined below, that is operated solely by the Association. However, in either selection the most the City will contribute is \$30.00 per month per Firefighter. Once an option has been selected for that plan year, a Firefighter may not request to change plans until the next open enrollment, regardless of a Qualifying Life Event. This does not preclude a Firefighter from electing to change Coverage Tiers under the City’s Dental Insurance Plan due to a Qualifying Life Event.

**A. Dental Plan Options**

**Option 1. Association Supplemental Dental Plan**

The City agrees to pay the Association a contribution equal to \$30.00 per month per active Firefighter who elects to participate in the Association Supplemental Dental Plan to which the Association agrees to use for supplemental dental insurance program for active Fire Fighters through the Association Supplemental Dental Plan. The City and the Association agree that the Association Supplemental Dental Plan is the Association’s sole responsibility and that the City has no involvement in the Dental Plan. The Association shall defend and indemnify the City from any and all claims or legal actions for damages or expenses brought by any party arising from the operation or administration of the Association Supplemental Dental Plan.

**Option 2. City’s Dental Insurance Plan.**

The City will contribute \$30.00 per month to those Firefighters who elect to participate in the City’s Dental Insurance Plan. The City’s monthly contribution will be applied to the Employee’s portion of the premium tier.

**1. Premiums for City’s Dental Insurance Plan**

Bi-weekly premium costs for City’s Dental Insurance Plan as on the effective date of this Agreement are as follows:

	<u>Employee Cost</u>	<u>City Cost</u>
Employee	\$2.76	\$13.85
Employee & Spouse	\$19.36	\$13.85
Employee & Child(ren)	\$29.32	\$13.85
Employee & Family	\$45.91	\$13.85

**B. Plan Structure for the City's Dental Insurance Plan.**

**CORPUS CHRISTI FIREFIGHTERS DENTAL PLAN**

**THIS IS A SUMMARY ONLY, PLAN DOCUMENT WILL GOVERN**

<b>DENTAL PLAN BENEFITS</b>	<b>In Network</b>
<b>Plan Year Deductible</b>	\$50 per individual \$150 per family
<b>Maximum Year Benefits per Participant for Categories I, II, III, IV, V, VI, VII, VIII, IX</b>  Does not apply to Orthodontic	\$4,500
<b>I. Diagnostic &amp; Preventative Care Services</b>  Calendar Year Deductible does not apply As applies to those Participants who are pregnant	100% of Allowable Amount  One additional prophylaxis treatment(s) are available at 100% of Allowable Amount
<b>II. Miscellaneous Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>III. Restorative Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>IV. General Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>V. Endodontic Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>VI. Periodontal Services</b>	85% of Allowable Amount after Plan Year Deductible

	On additional Periodontal Services are available at 100% of Allowable Amount Periodontal Services are available at 100% of Allowable
<b>VII. Oral Surgery Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>VIII. Crowns, Inlays/Onlays Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>IX. Prosthodontic Services</b>	85% of Allowable Amount after Plan Year Deductible
<b>OPTIONAL COVERAGE</b>	
<b>X. Orthodontic Services</b> Limiting Age: 19 \$4,500 maximum lifetime benefit	85% of Allowable Amount after Plan Year Deductible
<b>Predetermination Amount</b>	\$300
<b>Dependent Child Age Limit</b>	Age 26

### C. Dental Premiums Formulary

The following components will be used to calculate the premiums for active employees:

1. Third Party Administrator (TPA) Fees
2. Incurred and paid dental claims (after subrogation recoveries and coordination of benefit recoveries) of all plan participants (active employees 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.

**D. Option for Removal of Association Supplement Dental Plan**

If enrollment in the City’s Dental Plan is greater than 75% for Fiscal Year 2020-2021, then the Parties agree to remove Option 1, the Association Supplemental Dental Program, from the Agreement and solely offer Option 2, City’s Dental Insurance Plan moving forward for the duration of this Agreement. However, by mutual agreement, the Parties can agree to remove Option 1 even if enrollment was not greater than 75% at the end of the Plan Year.

**Section 4. Corpus Christi Fire Fighters Vision Plan**

- a. **Premiums for Corpus Christi Firefighters Vision Plan.** Bi-weekly premium costs for Corpus Christi Firefighters Vision Plan as on the effective date of this Agreement are as follows:

	<u>Employee Cost</u>	<u>City Cost</u>
Employee	\$3.69	\$0.00
Employee + 1 Dependent	\$5.56	\$0.00
Employee + 2 or more Dependents	\$7.38	\$0.00

**THESE ARE CURRENT RATES ONLY AND ARE SUBJECT TO CHANGE AT ANY TIME VIA THE PLAN ADMINISRATOR.**

- b. **Plan Structure for Corpus Christi Firefighters Vision Plan.**

**CORPUS CHRISTI FIREFIGHTERS VISION PLAN**

**THIS IS A SUMMARY ONLY, PLAN DOCUMENT WILL GOVERN**

<b>VISION PLAN BENEFITS</b>	<b>VSP CHOICE NETWORK</b>	<b>OUT-OF-NETWORK</b>
<b>Annual Eye Exam</b>	Covered in full	Up to \$45
<b>Single Vision Lenses</b>	Covered in full	Up to \$30
<b>Bifocal Lenses</b>	Covered in full	Up to \$50

<b>Trifocal Lenses</b>	Covered in full	Up to \$65
<b>Lenticular Lenses</b>	Covered in full	Up to \$100
<b>Progressive Lenses</b>	See lens options	N/A
<b>Frames</b>	\$100	\$70
<b>Contacts (standard) fit &amp; follow up exam</b>	Member cost up to \$55	\$0
<b>Contacts (elective)</b>	Up to \$115	Up to \$105
<b>Contacts (medically necessary)</b>	Covered in full	Up to \$210
<b>Deductibles</b>		
Annual Eye Exam	\$10	\$10
Eyeglass Lenses or Frames	\$25	\$25

### Article 13

### SUPPLEMENTAL RIGHTS & BENEFITS

#### **Section 1. Uniforms.**

**A.** The City shall pay 100% of the cost of the original issue of uniforms to provide every Fire Fighter with all required original issue items. The Fire Fighter 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.** The original issue of uniforms, including patches, to each Fire Fighter shall include the following:

- (1) Two Class "A" uniforms for Cadets;
- (2) One belt and one buckle;
- (3) Six Class "B" pants;
- (4) Six T-shirts;
- (5) One sweatshirt; and
- (6) One Jacket.

**D.** Fire Fighters will purchase shoes at their own expense.

**E.** Fire Fighters will receive a monthly clothing allowance of \$67.50.

**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 requirements of this Agreement.

**G.** Each Fire Fighter's name, rank, and highest current EMS Certification shall be on all Fire Fighters' shirts as per Department policy. The Department may also require style and color changes to Fire Fighter shirts; however, the City shall be obligated to pay the cost of providing only three (3) new T-shirts to each Fire Fighter, notwithstanding the requirement of Paragraph B of this Section.

## **Section 2. Mileage Allowance.**

Fire Fighters required to use their private automobiles for authorized Department business, or as a necessity in changing stations while on duty shall be compensated at the rate specified by City Policy for all City employees, which is the standard rate adopted by the Internal Revenue Service in effect at the time the miles were driven, or during budget shortfalls or special circumstances, a reduced rate as specified by the Finance Department.

## **Section 3. Meals.**

When it appears that Fire Fighters will be: (1) engaged in firefighting duties at an emergency scene, (2) engaged in ambulance duties, or (3) relocated to another station for two hours past their normal mealtime, the City will provide the Fire Fighters a meal allowance of \$8.00 per meal per Fire Fighter. A request by the senior officer present at the scene, or in his/her absence, approval by the first senior officer in the chain-of-command, is necessary before a meal will be authorized. The senior officer will submit the request for reimbursement on a form approved by the Chief and made available for that purpose. The City will provide reimbursements within two weeks from the date the form is submitted by fax or otherwise.

## **Section 4. Relief.**

Fire Fighters actively engaged in firefighting duties at an emergency scene for more than three (3) hours will be relieved from duty and given a rest period of at least thirty (30) minutes. In the event the Fire Fighter is required to remain on-scene for a period of eight (8) hours or more, the Department will make every reasonable effort to relieve the Fire Fighter and return him/her to other duties away from the scene.

**Section 5. Reassignment from Fire Prevention.**

With the exception of the Fire Marshall, any Fire Fighter who has been assigned to Fire Prevention duties for a period of five (5) consecutive years may request reassignment to other duties. Such requests will be granted as soon as a vacancy is available.

**Section 6. Assignment Preference Forms.**

The Fire Chief will consider any Station Assignment Preference Forms submitted by Fire Fighters during the prior year. Factors considered by the Chief in making any reassignments include, but are not limited to, the needs of the Department, the location of the preferred fire station, the Fire Fighter's residence, and the Fire Fighter's seniority. Station Assignment Preference Forms generally will not be used to fill vacancies governed by Section 7 of this Article, unless no one bids for the vacancy.

**Section 7. Station Assignment by Seniority.**

A Department vacancy that occurs due to retirement, death, termination, promotion, or demotion will be filled using the below-described seniority bid system:

A. Only Fire Fighters regularly assigned to the shift (A, B or C) in which the vacancy occurs may bid. Within that shift, the following ranks are eligible to bid as follows:

- Firefighter I: seven (7) with the most time in rank
- Firefighter II EMS: ten (10) with the most time in rank
- Firefighter II Drivers: six (6) with the most time in rank
- Fire Captains: six (6) with the most time in rank

Battalion Chiefs: one (1) with the most time in rank

Those eligible may bid to move to the station with the current vacancy or to remain at their presently assigned fire station, but must complete and submit an assignment bid.

A Firefighter who is eligible to bid based upon the criteria outlined above, may bid, at any time, to remain at his/her currently assigned station regardless of whether a vacancy has occurred or whether the procedure outlined in subsection G has been followed. However, he/she must submit, in writing, a bid requesting to remain at their currently assigned station to the Assistant Chief of Operations. Once the request has been submitted and approved, the time restrictions outlined in subsection F apply, and the Firefighter may not use the seniority bid procedure to obtain another assignment for three (3) years thereafter.

B. No more than two (2) Firefighter II EMS positions in each EMS Station will be filled by use of this seniority bid procedure.

C. For the Firefighter I rank, this seniority bid procedure will be used only to fill positions in Non-Ambulance Stations.

- D. This seniority bid procedure will not apply to move-outs (temporary relocations).
- E. A Fire Fighter assigned to a station through use of the seniority bid procedure may not use the procedure to obtain another assignment for three (3) years thereafter.
- F. Vacancies subject to the seniority bid procedure will be posted for two (2) weeks. Fire Fighters will have seven (7) days after the two-week posting period expires to submit their assignment bids. The Fire Chief will post assignments within seven (7) days after the bid submission deadline. In the event that multiple bids are received for a single vacancy, the Firefighter with the most time in rank will have his/her bid granted.
- G. In the event that no bids are received from those Fire Fighters who are eligible to bid, as outlined above in subsection A, the assignment will be made at the Fire Chief's discretion. However, those Fire Fighters on the seniority list who have chosen not to bid on a vacancy cannot be assigned to that vacancy.
- H. Firefighters assigned to relief duty will be those most recently promoted to suppression.
- I. All Firefighters in the rank of Firefighter I and Firefighter II-EMS remain subject to move-outs. However, those Firefighter I's and Firefighter II-EMS's with 20 years or more of service will be subject to move-outs as a last resort with a cap of 2 to 1. There will be only one "last resort person" per station on a rotation basis. In the case where there is more than one Firefighter with at least 20 years of service, the "last resort person" will be rotated on an equitable basis at the discretion of the station Captain. This provision does not apply to those non-ambulance riding Firefighter I's who are assigned to Single Company Ambulance Stations.

**Section 8. Action Outside City Limits.**

Fire Fighters who are ordered to respond outside the City limits on any Fire Department mission will be deemed to be acting in the course and scope of their duties as paid Fire Fighters and public safety officers for all purposes.

**Section 9. Toxicology Reports.**

The City shall pay for the cost of toxicology reports in instances where a Fire Fighter dies and:

- A. The death results from an on-the-job injury; or
- B. The Fire Fighter's family requests a report and the Fire Fighter's recent exposure to excessive smoke or toxic fumes is suspected as a contributing factor.

**Section 10. Legal Defense of Fire Fighters.**

- A. **City's Obligation.** The City will provide a legal defense to any Fire Fighter who:



- i. Is sued civilly for any action taken by the Fire Fighter while acting within the course and scope of his/her employment; or
- ii. Receives a traffic citation for his/her involvement in a traffic accident while making an emergency response to a fire or other emergency scene while acting in the course and scope of his/her employment.

The City shall provide such legal defense through an attorney not connected with the prosecution of the case.

**B. Limitations on City's Liability.** The City, by conducting or participating in the Fire Fighter's defense, does not:

- i. assume any obligation or liability not otherwise imposed by law;
- ii. expressly or impliedly waive any available immunity or defense; or
- iii. assume responsibility not otherwise imposed by law for any judgment rendered against the Fire Fighter.

**C. Limitation on City's Obligation.** The City Manager may in his/her discretion refuse to provide a legal defense to a Fire Fighter where there are independent indications the suit results from the Fire Fighter's intentional acts, gross negligence or recklessness. The City Manager will provide the Fire Fighter a written statement of his/her reasons for declining to provide a legal defense.

**D. Fire Fighter's Obligations.** A Fire Fighter against whom a claim is made has the following obligations:

- i. To notify the Fire Chief in writing of any claim being made against the Fire Fighter, and to request a legal defense from the City, not later than ten (10) days from the date the Fire Fighter received notice of such claim;
- ii. If sued, to forward to the City Attorney any demand, notice, summons or other process received by the Fire Fighter within 24 hours; and
- iii. To cooperate with the City in prosecuting the Fire Fighter's defense, in attending any necessary hearings or trial, in securing and giving evidence, and in obtaining the attendance of witnesses; and
- iv. Upon the City's request, to assist in making settlement offers, and in enforcing any rights of contribution or indemnity against any other person or organization who may be liable for all or part of the alleged damages.

## **Section 11. Copies of Agreement.**

The City shall distribute verbatim copies of this Agreement in electronic format to all Fire Fighters within 90 days of execution of this Agreement by the parties. Two (2) hard copies of the Agreement will be maintained at each Fire Station and other work locations for the convenience of the Fire Fighters. The City will also provide the Association with 30 hard copies of the Agreement.

**Article 14**

**ASSOCIATION HEALTH & BENEFITS TRUST**

**Section 1. Trust Creation.** The City and Association agree that the Association Health & Benefit Trust is the Association's sole responsibility and that the City has no involvement in the Trust.

**Section 2. Indemnification.** The Association shall defend and indemnify the City from any and all claims or legal actions for damages or expenses brought by any party arising from the operation or administration of the Association Health & Benefit Trust.

**Section 3. City Payments to Trust.** Beginning on October 1, 2020 and each October 1 thereafter occurring during the term of this Agreement, the City shall pay to the Association \$165,000.00 for the Corpus Christi Firefighters Health and Benefit Trust.

**Article 15**

**HOLIDAYS & HOLIDAY PAY**

**Section 1. Recognized Holidays**

Each Fire Fighter shall receive the following holidays during each fiscal year:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day
- (3) Memorial Day
- (4) Fourth of July
- (5) Labor Day
- (6) Thanksgiving Day
- (7) Christmas Day
- (8) One holiday to be determined by the City.

Fire Fighters shall also receive any additional holidays that are granted to other municipal employees of the City.

The current practice of adding holidays to vacation time shall be retained. For each holiday, hours will be placed in the Fire Fighter's vacation leave account as follows:

- (1) Operations Fire Fighters – 12 hours
- (2) Non-Operations Fire Fighters on 5/8 schedule – 8 hours
- (3) Non Operations Fire Fighters on 4/10 schedule – 10 hours

## **Section 2. Pay for Holiday Work**

Fire Fighters who are required to work on a holiday will, in addition to receiving the holiday time credit authorized by Section 1 of this Article, be paid for the holiday hours worked as follows:

**A. For Operations Fire Fighters.** Fire Fighters assigned to Operations will be paid according to the following formula:

1.  $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$ .
2.  $\text{PPP} \div 80 = \text{Cycle Rate}$
3.  $\text{PPP} \div 108 = \text{Dock Rate}$
4.  $[\text{Cycle Rate} \times 1.5] - \text{Dock Rate} = \text{Holiday OT Rate}$
5.  $[\text{Holiday OT Rate}] \times [\text{Holiday hours worked}] = \text{Holiday OT Pay}$

**B. For Non-Operations Fire Fighters.** Fire Fighters assigned to 40-hour week positions will be paid according to the following formula:

1.  $[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 26 = \text{Pay Period Pay (PPP)}$ .
2.  $\text{PPP} \div 80 = \text{Dock Rate}$ .
3.  $[\text{Dock Rate} \times 1.5] - \text{Dock Rate} = \text{Holiday Rate}$
4.  $[\text{Holiday Rate}] \times [\text{Holiday hours worked}] = \text{Holiday Pay}$

As used in the above formulas, "Base Pay" is the salary provided under Article 9, §2 of this Agreement. "Add Pays" include any Longevity Pay, Certification Pay, Assignment Pay, Educational Incentive Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay received by the Fire Fighter when applicable.

## **Article 16** **SICK LEAVE & SICK LEAVE POOL**

### **Section 1. Accrual of Sick Leave**

Fire Fighters will accrue sick leave in the amount of 15 working days with pay per year. For purposes of this Article, a "working day" is defined as follows:

- For Operations Fire Fighters 12 hours
- For Non-Operations Fire Fighters on 5/8 schedule 8 hours
- For Non-Operations Fire Fighters on 4/10 schedule 10 hours

### **Section 2. Use of Sick Leave for Personal Illness or Injury.**

Fire Fighters may use sick leave in connection with a personal illness or injury. Absent exigent circumstances, the ill or injured Fire Fighter shall notify the appropriate Battalion Chief on duty immediately after he/she knows that s/he will be absent on account of illness or injury.

**Section 3. Use of Sick Leave for Immediate Family Member.**

In the event of serious illness or death in the Fire Fighter's immediate family, the Fire Fighter shall be granted sick leave at the request of the employee. The immediate family, for purposes of this Agreement, shall be defined to include parents, step-parents, legal guardian, spouse, mother-in-law and father-in-law, children, brothers, sisters, grandparents, and grandchildren.

**Section 4. When Physician Statement Required.**

Fire Fighters will be required to furnish a Physician's statement certifying to their illness or injury in the following circumstances:

- When an Operations Fire Fighter is absent more than 2 consecutive work shifts;
- When a Non-Operations Fire Fighter is absent more than 3 consecutive calendar days;
- and
- Anytime the Chief, in his/her judgment, deems it appropriate for a just cause.

**Section 5. Sick Leave Retirement Pool**

**A.** During the term of this Agreement, the City will continue to maintain the existing Sick Leave Retirement Pool for Fire Fighters, and will continue to have a maximum balance of 2,000 days, and a minimum balance of 500 days. The Pool shall be used to compensate Fire Fighters who retire with a sick leave account having more than 90 days, but less than the maximum buy back amount under Section 6.A. Eligible Fire Fighters shall be compensated from the Sick Leave Retirement Pool for the difference between their accrued amount and the maximum allowed.

**B.** Quarterly accounting will be done to keep track of the current balance in the Pool. When the deduction of days from the Pool reduces it to a minimum of 500 days, the City will deduct 2 sick leave days from the sick leave account of each Fire Fighter once per year until the pool reaches its 2,000-day limit.

**Section 6. Drag Up Pay for Unused Sick Leave.**

**A.** Except in cases of disability retirement, Fire Fighters who separate will be paid by the City for the unused sick leave in their sick leave account subject to the following limits based on their years of service at separation:

<b>Years of Service</b>	<b>Maximum Sick Leave Buyback</b>
Less than 4 full years of service	Zero days
4 full years of service	Not more than 30 days
5 full years of service	Not more than 40 days
6 full years of service	Not more than 50 days
7 full years of service	Not more than 60 days
8 full years of service	Not more than 70 days
9 full years of service	Not more than 80 days
10 full years of service	Not more than 90 days
20-24 full years of service	Not more than 150 days
25 or more full years of service	Not more than 180 days

For purposes of this Section, a “day” of leave means:

- 12 hours for Operations Fire Fighters
- 8 hours for Non-Operations Fire Fighters on 5/8 schedule
- 10 hours for Non-Operations Fire Fighters on 4/10 schedule

**B.** Fire Fighters who retire with a sick leave account having more than 90 days, but less than the maximum buy back amount under Section 6.A, shall be compensated from the Sick Leave Retirement Pool for the difference between their accrued amount and the maximum allowed. For example, a 26-year Fire Fighter who retires with 150 days in his/her sick leave account would be paid for the maximum 180 days, 30 of which would be deducted from the Sick Leave Retirement Pool. This provision does not apply to disability retirements.

**C.** If a Fire Fighter dies prior to separation from the Department, his/her beneficiaries will be paid the greater of:

- The maximum amount allowed under Section 6.A; or
- The entire amount of his/her accumulated sick leave.

**Section 7. Drag Up Pay Rate.**

For each hour of Drag Up pay to which they are entitled, Fire Fighters will be paid according to the appropriate formula below. For purposes of this Section, a Fire Fighter’s Base Pay is the salary provided under Article 9, §2 of this Agreement. A Fire Fighter’s Add Pays include any applicable Longevity, Certification Pay, Assignment Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay. The formulas are:

**Operations Fire Fighters –**  
 [Annual Base Pay + Annual Add Pays] ÷ 2808 = Drag Up Hourly Rate

**Non-Operations Fire Fighters –**  
 [Annual Base Pay + Annual Add Pays] ÷ 2080 = Drag Up Hourly Rate

**Article 17**  
**VACATION LEAVE**

**Section 1. Accrual of Vacation Leave.**

Fire Fighters will annually accrue Vacation Leave on the basis of 26 biweekly pay periods per year as follows:

- 0 – 14 years of service                      15 working days
- 15 – 29 years of service                    18 working days
- 30 or more years of service              21 working days

For purposes of this Article, a “working day” is defined as follows:

- For Operations Fire Fighters    12 hours
- For Non-Operations Fire Fighters on 5/8    8 hours
- For Non-Operations Fire Fighters on 4/10 schedule    10 hours

All Fire Fighters may accrue unlimited vacation hours (including holiday leave hours).

**Section 2. Use of Vacation Leave for Death Not in Immediate Family.**

A Fire Fighter, with the Chief’s approval, may use vacation leave to attend the funeral of a person who is not in the Fire Fighter’s immediate family. The immediate family, for purposes of this Section, includes the Fire Fighter’s parents, step-parents, legal guardian, spouse, mother-in-law and father-in-law, children, brothers, sisters, grandparents, and grandchildren.

**Section 3. Drag Up Pay for Unused Vacation Leave.**

Upon separation, Fire Fighters will be paid for the following maximum amounts of unused vacation leave in their accounts:

Fire Fighter Class	Number of Hours
Operations Fire Fighters hired after 9/1/1998	720 hours
Non-Operations Fire Fighters hired after 9/1/1998	480 hours

Operations Fire fighters hired on or before 9/1/1998	1080 hours plus hours the Fire Fighter had on the books on 12/20/1998
Non-Operations Fire Fighters hired on or before 9/1/1998	720 hours plus hours the Fire Fighter had on the books on 12/20/1998

**Section 4. Drag Up Pay Rate for Unused Vacation Leave.**

For each hour of Drag Up pay to which they are entitled, Fire Fighters will be paid according to the appropriate formula below. For purposes of this Section, a Fire Fighter’s Base Pay is the salary provided under Article 9, §2 of this Agreement. A Fire Fighter’s Add Pays include any applicable Longevity, Certification Pay, Assignment Pay, EMS Supervisory Officer Pay, and EMS Assistant Director Pay. The formulas are:

**Operations Fire Fighters –**

$$[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 2808 = \text{Drag Up Hourly Rate}$$

**Non-Operations Fire Fighters –**

$$[\text{Annual Base Pay} + \text{Annual Add Pays}] \div 2080 = \text{Drag Up Hourly Rate}$$

**Section 5. Vacation Leave Buyback Program.**

Fire Fighters may sell back to the City two (2) working days of vacation leave for each working day of vacation leave taken by the Fire Fighter during that same year, subject to two (2) limitations:

- Fire Fighters may not sell back more than ten (10) working days per year; and
- Fire Fighters can sell back only accrued vacation leave in excess of thirty (30) working days.

The term “working days,” as used in this Article, means:

- 12 hours of accrued vacation leave for Operations Fire Fighters; and
- 8 hours of accrued vacation leave for Non-Operations Fire Fighters.

The amount paid for each hour of vacation leave bought back by the City will be determined by the formula stated above in Section 4 of this Article for payment of Drag Up Pay for Unused Vacation Leave.

The City shall distribute funds owed under this Section as cash, as contributions to a Fire Fighter’s deferred compensation plan, or as otherwise directed by the Fire Fighter. The Fire Fighter is responsible to pay any costs incurred for a transfer other than cash. The City may require the Fire Fighter to release and hold the City harmless for any penalties or other liability incurred by the City as a result of allowing the Fire Fighter 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 determines, in its sole discretion, that such payment or distribution fails to comply with any applicable laws, rules, and regulations.

**Article 18**

**PERSONAL LEAVE & MILITARY LEAVE**

**Section 1. Personal Leave**

- A. Fire Fighters on the payroll as of August 1 of each year, except for cadets, shall receive five (5) working days of personal leave with pay.
- B. For purposes of this Article, a “working day” of Personal Leave means:
- For Operations Fire Fighters 12 hours
  - For Non-Operations Fire Fighters on 5/8 schedule 8 hours
  - For Non-Operations Fire Fighters on 4/10 schedule 10 hours
- C. Personal leave days shall be non-cumulative and must be taken within one (1) year of the date received. Use of these days shall be subject to the operating needs of the department and the requests of the employees.
- D. Personal Leave (PL) days must be taken as follows:
- For Operations Fire Fighters Three Shifts as follows:**  
12 PL/12 PL  
12 PL/12 PL  
12 PL/12 Vac
- For Non-Operations Fire Fighters:**  
40 hours of Personal Leave, taken in 10-hour blocks for 4/10 personnel, and in 8-hour blocks for 5/8 personnel.
- E. There shall be no payment for any accrued personal leave days if an employee terminates prior to using them.

**Section 2. Military Leave**

- A. Military Leave. Any permanent employee who presents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces, the Texas State Reserve Corps, or the Texas State Guard shall be entitled to military leave with pay for a period or periods not exceeding a total of 240 hours in any one (1) calendar year. Any permanent employee who leaves his/her position for the purpose of entering the Armed Forces of the United States, or enters State service as a member of the Texas National Guard or Texas State Guard or as a member of the reserve components of the Armed Forces of the United States shall, if discharged, separated or released from such active military service under honorable conditions be restored to employment in accordance with the terms of the Uniformed Services Employment and



Reemployment Rights Act (USERRA). In order to qualify for re-employment, the employee must comply with the requirements of USERRA.

**Article 19**  
**INJURY LEAVE**

**Section 1. Line of Duty Injuries – Leave of Absence.**

In accordance with Texas Local Gov't Code §143.073, a Fire Fighter will be granted a leave of absence and will not be charged with sick leave for a time period commensurate with the nature of the illness or injury related to the person's line of duty, up to one (1) year if necessary, and for any additional period approved by the City Council at full or reduced pay. After the Fire Fighter has exhausted his/her line of duty injury leave and Light Duty afforded by the City according to the Fire Department's Limited Duty Policy, if any, the Fire Fighter may utilize accrued sick, vacation and personal leave as authorized by §143.073(c) if the City Designated Physician certifies that the line of duty illness or injury continues to prevent the Fire Fighter from returning to duty.

**Section 2. Definitions.**

For purposes of this Article, the following definitions apply:

1. A “**line-of-duty illness or injury**” is one that was directly and substantially caused by the duties of the position. This definition does not govern the payment of workers' compensation benefits, which are governed solely by the workers' compensation statutes.
2. A “**disability**” shall be defined as a physical injury or illness which prevents a Fire Fighter from fully performing the duties of the position to which s/he was assigned at the time of his/her disability began.
3. A “**permanent disability**” is an injury or illness which disables a Fire Fighter to the extent that it cannot be said in reasonable medical probability that s/he will be able to return to full duty within one (1) calendar year from the date that the Fire Chief determines in writing that the disability is permanent.

**Section 3. Permanent Disability Determinations/Reappointments.**

The procedure for determining whether a Fire Fighter has a permanent disability shall be as follows: In the event the Chief determines after consultation with the City Designated Physician that a Fire Fighter is permanently unable to perform his or her job duties, the Fire Chief may institute immediate termination or retirement, whichever is applicable. Prior to taking formal action on the permanent disability determination, the Fire Chief will notify the Pension Board, in writing, of his/her

intentions. The Fire Fighter may call for further examination by a board of three (3) physicians. The City will appoint one (1) of these doctors; the Fire Fighter will appoint the second; and these two (2) doctors shall appoint the third doctor who must be approved by the City's Designated Physician. The Fire Fighter shall pay fees charged by his/her doctor, and the City will pay fees charged by the other two (2) doctors. The decision of the majority of these three (3) physicians as to whether the Fire Fighter is permanently disabled as defined within this Article will be final.

A Fire Fighter who previously has been terminated for disability may be eligible for reappointment at the same rank if, within 2 years of the termination for disability:

- the City's designated Physician certifies that s/he has recovered and physically is able to perform full duties; and
- s/he is found to be otherwise qualified.

**Section 4. Entitlement to Leave Upon Disability Retirement.**

A Fire Fighter who retires on disability receives the following leave benefits:

- Drag Up Pay for accrued vacation leave, subject to the applicable caps in Article 17;
- Drag Up Pay for all accrued sick leave (not eligible for additional days from the Sick Leave Pool); and
- If the Fire Fighter was disabled by a line of duty illness or injury, pay for any part of the Fire Fighter's one-year injury leave of absence that was not taken.

All such payments under this Section 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 leave, personal leave or holidays beyond that date.

**Article 20**  
**WORK HOURS**

**Section 1. Workweek and Duty Hours for Operations Fire Fighters.**

- A. 24/48 shift schedule.** The regular work shift for Operational Fire Fighting personnel assigned to fire suppression and emergency medical services duties shall be based upon a schedule of 24 hours on and 48 hours off for a yearly average of fifty-four (54) hours per week. For these Fire Fighters, twelve (12) scheduled working hours shall be counted as one (1) work day for vacation leave, sick leave, personal leave and any other leave purposes.
- B. Shift Hours.** 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.

- C. **Holdovers.** A Fire Fighter who is required to holdover at the end of his/her scheduled shift to complete a fire or ambulance call will be compensated for the additional time to the nearest 15 minutes. If the Fire Fighter is required to holdover, the City shall not be required to provide additional compensation for holdover assignments lasting less than 15 minutes. However, if the holdover period lasts longer than 15 minutes, the Fire Fighter will be compensated for the entire holdover period at his/her overtime rate.
- D. **Straight Time Compensation.** The parties understand and agree that the City fully compensates Fire Fighters for all straight time pay due them for their regularly scheduled hours. Operations Fire Fighters receive straight time monetary compensation to work 216 hours in each 27-day work cycle that does not include a Kelly Day and 192 hours in each 27-day work cycle that does include a Kelly Day.
- E. **Specialized Training Assignments.** Operations Fire Fighters may be placed on a 40 hour work schedule for the purpose of attaining specialized training. Specialized training includes, but is not limited to:
- Training in HAZ-MAT, rescue, fire prevention and/or arson investigation;
  - EMS certification and recertification classes;
  - promotional orientation; and
  - attendance at any Fire academy into which the Department has enrolled the Fire Fighter.

If an Operations Fire Fighter 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.

## **Section 2. Work Week and Duty Hours for Non-Operations Fire Fighters.**

- A. **Battalion Chiefs & Above.** Non-Operations Fire Fighters at or above the rank of Battalion Chief will have a 40-hour workweek with a schedule determined by the Fire Chief.
- B. **Captains & Below.** The regular work week for Non-Operational Fire Fighters below the rank of Battalion Chief assigned to the Fire Prevention or Training Divisions shall be 40 hours per week. The regular weekly schedule will be four (4) ten (10) hour shifts per week. In the Fire Prevention Division, the Fire Chief, may alter the regular weekly schedule if Fire Prevention staffing falls to 50% or less of its required level. 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. **Election of Alternate Workweek by Captains & Below.** Non-Operations Fire Fighters below the rank of Battalion Chief assigned to Fire Prevention or Training may elect, once each year and with the approval of the Fire Chief, to work a weekly

schedule of five 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.

**Section 3. Call-backs.**

- A. Call-Back Procedure.** The current agreed call-back procedure, described in Department Standard Operating Procedure's (SOP's) (appended to this Agreement as "Appendix B") shall be used during the term of this Agreement unless changed by mutual agreement of the parties.
- B. Revisions Committee.** The Fire Chief, in his discretion, may appoint a committee to develop a revised call back policy. The Committee will be composed of six (6) members, three (3) appointed by the Chief, and three (3) appointed by the Association. The Committee will meet as appropriate and determine whether and in what manner the Department's call-back procedure should be changed. Any recommended changes will be forwarded to the Chief and the Association President for the parties' consideration. Any recommended revisions will take effect upon approval by both the City and Association. For purposes of this subsection, the Association's Executive Board has authority to give the Association's approval. Fire Fighters will be briefed on any new call-back procedures before they are implemented.
- C. Emergency Call-Backs.** In an emergency, i.e., any unexpected or unforeseen event requiring immediate action, the Department may utilize any means necessary to initiate assistance. Fire Fighters called in on an emergency call-back will not lose their place on any call back list. Emergency Call-Backs are 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.

**Article 21**

**HIRING PROCEDURES & PROBATIONARY PERIOD**

**Section 1. Standard Hiring Process.**

**A. Entrance Exams.** Entrance examinations may be administered at any time to qualified applicants. Notice of such examinations will be made in accordance with the requirements of the CSA.

**B. Eligibility Lists.** All entry-level applicants passing the written examination, oral examination, psychological examination, medical examination, strength and endurance examination, and any other exams deemed necessary by the Fire Chief will be number-ranked upon the entry-level eligibility list based upon their composite scores, which shall be posted simultaneously. Such eligibility list shall be valid for a period of one (1) year from the date the eligibility list is posted. For example, an eligibility list posted on October 8, 2015 would remain in effect until October 8, 2016.

Selections from an eligibility list for Cadet positions will be in number-rank order as specified in the CSA. Applicants who fail will be required to wait one (1) year before taking the test again.

**Section 2. Alternate Hiring Procedure.**

**A. Use of Alternative Hiring Optional.** The provisions of this Section are discretionary on the part of the Fire Chief and may not be used to compel the City to hire or appoint any individual whether or not vacancies currently exist. The Fire Chief, in his/her sole discretion, may deny the application of an alternative-hire candidate even though the candidate meets all alternative-hire requirements. Such decisions shall not be subject to this Agreement's Grievance procedure.

**B. Alternative Hiring Program.** Whether or not an entry-level eligibility list currently exists or is required, the Chief may appoint applicants to beginning positions by utilizing this alternative hiring process. Each alternative-hire must possess an EMT-Basic, EMT-Intermediate or Paramedic Certification, at the time of hire. Each alternative-hire will be required to obtain Paramedic certification if not already possessed at time of hire. Each alternative-hire will thereafter maintain his/her Paramedic Certification thereafter as a condition of employment and will be subject to the certification requirements set forth in this Agreement.

Additionally, each alternative-hire must successfully complete the following entry requirements:

- a medical examination,
- a physical fitness examination
- a written examination,
- a background investigation,
- an interview by a panel appointed by the Chief,
- a drug test, and
- any other current eligibility requirements deemed appropriate by the Chief.

**C. Alternative Academies.** Alternative-hires must successfully complete an academy specifically designed for them. Alternative-hires who do not possess a current Firefighter Basic Certification prior to entering this academy must pass the Firefighter Basic Certification exam in order to successfully complete the academy.

**D. Alternative Pay.** Alternative-hires who possess both a Firefighter Basic Certification and a Paramedic Certification at hire will receive starting Firefighter I salary and will be considered Firefighter I's for all purposes except seniority. Such alternative-hires shall not begin to accrue seniority until they are released to full duty.

Alternative-hires who possess only a Paramedic Certification at hire will receive the salary of a Cadet at the 12-month salary step and shall be Cadets for all purposes including seniority and benefits until they are released to Full Duty, at which time they will become Firefighter I's.

Alternative-hires who possess both a Firefighter Basic Certification and an EMT-Basic or EMT-Intermediate Certification at hire will receive the salary of a Cadet at the entry level step and

shall be Cadets for all purposes including seniority and benefits until they are released to Full Duty, at which time they will become Firefighter I's.

Alternative-hires who possess only an EMT-Basic or EMT-Intermediate at hire will receive the salary of a Cadet at the entry level step and shall be Cadets for all purposes including seniority and benefits until they are released to Full Duty, at which time they will become Firefighter I's.

**E. Preemption.** The Chief's use of this alternative hiring procedure preempts contrary CSA requirements.

### **Section 3. Probationary Period for New Employees.**

**A. Probationary Period.** A new employee in the Fire Department shall serve a probationary period that begins on the first date of employment and ends 6 months after achieving the first entry-level rank as a Full Duty Fire Fighter. During the probationary period, such employee may be discharged at the discretion of the Chief, without any right of appeal. When employees have completed the probationary period, they shall automatically become full-fledged Civil Service Fire Fighters and shall have full Civil Service protection as specified by Chapter 143 and this Agreement.

**B. Post-Academy Probationary Benefits.** In addition to insurance, sick leave, vacation, and holidays, it is understood that upon graduation from the Fire Academy and achieving the first entry level rank as a Full Duty Fire Fighter, Fire Fighters shall receive the following: (a) 100% of the uniform allowance, (b) longevity pay, (c) Paramedic Certification pay, if certified, upon approval of the Assistant Chief – Field Operations and (d) supplemental insurance. After completion of the probationary period Fire Fighters will receive 100% of all benefits specified in this Agreement to which they are entitled.

**C. Probationary Time-in-Grade Credit.** 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 4. Reimbursement of Training Expenses Upon Early Departure**

If a Fire Fighter voluntarily leaves employment of the City within two (2) years after his/her probation ends, the Fire Fighter will reimburse the City for monies expended to train and certify the Fire Fighter. The former fire fighter shall reimburse the City those training and certification expenses within six (6) months of his/her voluntary departure date.

**Article 22**  
**PROMOTIONS**

**Section 1. Promotional Examinations - Firefighter II.**

A. **Exam Procedure.** Except as modified by this Article, the City will administer and grade Firefighter II promotional exams, and establish Firefighter II promotional eligibility lists, as provided by the Civil Service Act. Separate exams for Firefighter II-Driver and Firefighter II-EMS will be administered.

B. **Eligibility Requirements – Firefighter II-EMS.** To be eligible to take the Firefighter II-EMS promotional exam, a Fire Fighter must meet both of the following eligibility requirements:

1. Two consecutive years as a Firefighter I; and
2. Certification as a Paramedic.

The Firefighter II-EMS promotional eligibility list will be used only to fill Emergency Medical Services vacancies.

C. **Eligibility Requirements – Firefighter II-Driver.**

Fire Fighters must serve a minimum of two (2) consecutive years as a FF2/EMS, or eight (8) consecutive years as a FF1, to be eligible to take the FF2/Driver promotional examination.

**Section 2. Promotional Examinations – Captain.**

A. **Exam Procedure.** Except as modified by this Article, the City will administer and grade Captain promotional exams, and establish Captain promotional eligibility lists, as provided by the Civil Service Act.

B. **Eligibility Requirements - Captain.**

1. **Time-in-Grade Requirement.** All Fire Fighters must serve at least two consecutive years as a Firefighter II-EMS or Firefighter II-Driver to be eligible to take the Captain promotional exam.

2. **Paramedic Certification Requirement.**

a. **Fire Fighters hired before May 1, 2000.** Fire Fighters hired prior to May 1, 2000, who have:

- served as a Firefighter II for more than two consecutive years, and
- served continuously in the Department since their hire date,

need not possess Paramedic certification to be eligible for the Captain promotional exam. This does not relieve a Fire Fighter of any other EMS certification requirement described in this Agreement.

b. **Fire Fighters hired on or after May 1, 2000.** Fire Fighters hired after May 1, 2000, must possess Paramedic certification to be eligible to take the Captain promotional exam. After promotion to Captain, these Fire Fighters must maintain Paramedic certification for the longer of the following periods:

- one additional required recertification, or
- four years.

Failure without adequate explanation to maintain said certification will be grounds for discipline up to and including demotion or indefinite suspension.

### **Section 3. Orientation for Firefighter II Drivers and Captains.**

The Department's Training staff will provide all newly promoted Firefighter II-Drivers and Captains with a thorough orientation commensurate with the responsibilities of the ranks. The orientation will include, at minimum, the following: 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 not be part of the promotional procedure and shall not count as part of the final promotional grade. Fire Fighters shall receive this orientation prior to assignment to their new positions. Attendance at such orientation shall not break a cycle for FLSA overtime pay purposes.

### **Section 4. Corrections to Promotional Examination Questions.**

The Civil Service Director may, within five days after an exam is administered, recommend to the Civil Service Commission that changes to exam questions be made if:

- clerical errors in compiling the test questions have been discovered, or
- a question arises as to general accuracy.

This does not restrict Fire Fighters' rights to appeal questions to the Commission as allowed by Section 143.034 of the CSA.

### **Section 5. Notice of Promotional Exams & Source Materials.**

A. **Source Materials.** Each January, the Civil Service Director will post the list of sources from which promotional examination questions will be taken for all promotional exams to be administered during the one-year period commencing in April of the same year. The source materials shall be made available to candidates at least 30 days prior to the scheduled examination dates.

B. **Promotional Exam Dates.** Notice of Promotional Exam dates will be posted pursuant to the CSA.



## **Section 6. Promotional Process - Battalion Chiefs & Competitively Selected Assistant Chiefs.**

**A. Eligibility for Battalion Chief Promotional Exam.** Fire Fighters must complete two continuous years in the rank of Captain to be eligible to participate in the Battalion Chief promotional process.

**B. Eligibility for Assistant Chief Promotional Exams.** Fire Fighters must complete two continuous years in the rank of Battalion Chief to be eligible to participate in the Assistant Chief promotional process.

**C. First Component - Written Exam.** The first component of the promotional process for Battalion Chief and competitively selected Assistant Chiefs will be a written exam administered as follows.

1. The written examination shall consist of questions relating to the specific duties of the position to be filled.

2. The written examination shall have no specific failing score but will provide a ranking of participants from high to low score. In the event of tie scores, the candidate who first provides his/her test sheet to the test administrator for grading shall be ranked higher.

3. Only the highest ten (10) participants will be allowed to participate in the Assessment Center phase of the promotional process.

4. The posting of the written examination results will contain only the names of the top ten applicants by score, listed in alphabetical order.

5. All applicants will be notified of their individual scores, but no scores will be posted.

**D. Second Component – Assessment Center.** The second component of the promotional process for Battalion Chief and competitively selected Assistant Chiefs will be an Assessment Center administered as follows.

1. **Selection of Assessors.** The City's Director of Human Resources will select six persons from outside the Fire Department to serve on the Assessment Panel. To be eligible for appointment, a candidate must hold an administrative level position in a fire department in a city with a population of at least 100,000. At least two of the Assessors must be from outside the State of Texas.

2. **Approval of Assessors.** Both the Chief and the Association President, or their representatives, will be given five days to approve or strike the Assessors chosen by the Director of Human Resources, subject to the following conditions.

a. The Chief and Association President will keep confidential the names on the list of proposed Assessors provided by the Director.

b. If the Association President appoints a representative to act in his/her place, the Fire Fighter chosen must not be a candidate for the promotional process in question.

c. Neither the Chief nor the Association President may strike more than two names from the Director's list of proposed Assessors.

d. If the Chief or Association President declines to approve an Assessor chosen by the Director, s/he must provide the Director a reason for withholding approval together with the name of a proposed alternate Assessor.

e. The names of alternate Assessors proposed by the Chief or Association President will be provided to the other side for approval and/or striking unless and until that side has exercised both of its two strikes.

3. **Training of Assessors.** Assessors shall be trained for a minimum of eight (8) hours in the methods to be used in administering the test.

4. **Notice of Assessment Center Exam Date.** The announcement of the Written Test date will also state the date that the Assessment Center Exam will be administered.

5. **Notice of Assessment Center Process.** A brief explanation of the Assessment Center process will be posted at least three days prior to the date the Written Test is administered. In addition, 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.

6. **Administration of the Assessment Center.** The assessment center process shall include at least three (3) exercises. 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/her score, the areas in which s/he excelled and did poorly, and what s/he might do to improve his/her performance in the future.

7. **No Appeal.** The results of the Assessment Center examination shall be binding for one year and, absent fraud, are not appealable to the Civil Service Commission or any other forum.

#### **E. Promotional Eligibility Lists.**

1. **When Posted.** Within 48 hours of the conclusion of the entire Assessment Center process, excluding weekends and City-observed holidays, a promotional eligibility list shall be prepared and posted.

2. **Basis for Promotional Rankings.** Each promotional eligibility list shall reflect the ranking of all applicants who completed both parts of the promotional process (Written Exam and Assessment Center) according to their "Rank Score," determined as follows.

a. A "Total Score" will be determined for each candidate, weighted as follows:

Written examination score	40%
<u>Assessment Center score</u>	<u>60%</u>
TOTAL SCORE	100%

b. Each applicant's "Rank Score" will consist of his/her Total Score plus one point for each year of service in the Department up to ten years, for a maximum score of 110 points.

**Section 7. Promotional testing while on Military Leave**

The Civil Service Commission, with input from the Human Resources Department, Fire Chief and Association, may adopt procedures for testing personnel on military leave.

**Section 8. Life of Promotional Eligibility Lists.**

All promotional eligibility lists will remain in effect for one year measured from the date the exam is administered, unless earlier exhausted. For example, if the exam is administered on March 15, 2015 the list expires at 11:59 p.m. the following March 15, 2016.

Promotional exams will be held annually when each list expires or is exhausted for the rank of FFII EMS, FFII Engineer, and Captain, regardless of vacancy. To accomplish this, Promotional exams for the ranks listed above, will be given no later than 45 days, excluding holidays, after expiration of a list. However, in the event a promotional list is exhausted before its expiration, then the City will have 60 days, excluding holidays, to hold a Promotional exam, regardless of a vacancy.

For all other ranks, the City will follow the relevant provisions of Civil Service Act.

**Section 9. Notification of Promotion.**

Any Fire Fighter promoted to a higher classification shall be notified in writing within 20 days from the date of promotion.

**Section 10. Promotional Examination Eligibility for Current or Lower Rank/Classification**

A Firefighter is not eligible to take a promotional exam for a rank/classification that the Firefighter currently holds or in a lower rank/classification.

**Article 23**  
**GREIVANCE PROCEDURE**

**Section 1. Purpose.**

**A. Scope.** The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly resolution of grievances. A "grievance" is defined as any dispute, claim, or complaint concerning the interpretation, application or alleged violation of any provisions of this Agreement. The Association or any Fire Fighter may file a grievance in the manner described

in this Article. If a matter is not a “grievance” as herein defined, it may not be submitted to the grievance procedure, including arbitration, for resolution.

**B. Exclusions.** This grievance procedure does not apply to:

1. Fire Fighter appeals of discharges, disciplinary suspensions, demotions, promotional bypasses, and promotional examination appeals, which shall be governed by the procedures set forth in other articles of this Agreement;
2. Any section of this Agreement that is specifically excluded from the grievance procedure; and
3. Claims concerning alleged violation of statutes or other law outside the Agreement unless the Agreement specifically incorporates such statute or other law.

Neither the Association nor a Fire Fighter has the right to file or arbitrate grievances concerning matters excluded by this Subsection.

**Section 2. Initiation of Grievances.**

**A. Association & Individual Fire Fighter Grievances.** Each grievance shall be submitted on the form attached to this Agreement as Appendix “C-1.” Each written grievance must include:

- (1) the grievant’s name and title;
- (2) a brief statement of the grievance and the facts or events on which it is based;
- (3) the date(s) the grievance occurred;
- (4) the sections(s) of the Agreement alleged to have been violated;
- (5) the remedy or resolution sought;
- (6) the Fire Fighter’s or Association representative’s signature; and
- (7) the date the grievance was received by the Association Grievance Committee.

**B. Group & Class Action Grievances.** If the grievance involves an issue affecting a group of Fire Fighters, it may be filed as a group grievance, and each affected Fire Fighter will sign the grievance. If it affects the bargaining unit as a whole, or a large class of Fire Fighters, the Association may file it as a “Class Action” grievance by so noting on the grievance form (Appx. C-1), and describing the class of persons affected. If the City contests the Association’s designation or non-designation of a grievance as a group or class action grievance, and the parties are unable to resolve the dispute, the Arbitrator is authorized to decide the dispute.

**Section 3. Grievance Procedure.**

**A. Step 1 - Informal Attempt at Resolution.**

In order for the City to have notice and an opportunity to correct any alleged unintentional violations of this Agreement, a Fire Fighter (and his/her representative) who is aggrieved should, where appropriate, seek to informally resolve a grievance with his/her supervisor and up the chain of command ending with the appropriate Assistant Chief.

**B. Step 2 - Action by Association Grievance Committee.**

A Fire Fighter or Association Representative must file the formal written grievance with the Association Grievance Committee within 25 calendar days of the date that s/he knew of or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee will forward a notice of receipt of the grievance with a brief description of its nature to the Fire Chief or his/her designee within 3 calendar days of receipt of the grievance. The Association Grievance Committee shall within 25 calendar days of receipt of the grievance, determine if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, it shall notify the Fire Chief or his/her designee that no further proceedings are necessary. If the Association Grievance Committee determines that the grievance is valid, it shall so notify the Fire Chief, and forward the completed form attached to this Agreement as Appendix "C-2" together with the written grievance to the Fire Chief.

**C. Step 3 - Action by the Fire Chief.**

Upon receipt of a formal written grievance from the Association Grievance Committee, the Fire Chief or his/her designee shall submit his/her response in writing to the Association Grievance Committee within 25 calendar days of receipt of the grievance. The Fire Chief or his/her designee(s) may, but is not required to, conduct an informal grievance meeting with the Association and the affected Fire Fighter(s) prior to submitting his/her response. The Fire Chief's response will be on the form attached to this Agreement as Appendix "C-3".

**D. Step 4 - Action by the City Manager.**

The Association Grievance Committee shall have 10 calendar days following its receipt of the Fire Chief's response to submit the grievance to the City Manager. The City Manager or his/her designee may, but is not required to, conduct an informal grievance meeting with the Association representative(s) and affected Fire Fighters. The City Manager or his/her designee shall submit his/her written response to the Association Grievance Committee using the form attached to this Agreement as Appendix "C-4" within 25 calendar days of receiving the grievance.

**E. Step 5 - Invocation of Arbitration.**

The Association Grievance Committee shall have 10 calendar days after it receives the City Manager's response to submit the matter to arbitration. The Association will provide written notice to the City Manager of its intent to submit the grievance to arbitration.

**Section 4. Arbitration Procedure.**

**A. Arbitrator selection; setting hearing.** If a grievance is submitted to arbitration, the City and Association may mutually agree to a neutral arbitrator. If the parties are unable to do so after 14 calendar days, either may request a list of 7 arbitrators from the American Arbitration Association (AAA). The party requesting a list of arbitrators will provide a copy of the request to the

other party. Within 10 calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by alternately striking names from the list. The parties shall flip a coin in front of the Director of Human Resources, or designee, to determine who strikes first. When only one (1) name remains, that person shall serve as the arbitrator. The parties will promptly notify the AAA of the arbitrator's selection. The AAA will notify the chosen arbitrator who, together with the parties' representatives, will select a time, place and date for the arbitration hearing.

**B. Arbitration hearing & decision.** The following procedures will govern the conduct of the arbitration hearing.

1. The hearing will be conducted informally and the strict rules of evidence or pleadings shall not apply.

2. The Association will bear the burden of proof by a preponderance of the evidence.

3. An official stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing and the cost of the transcript will be shared equally. If there is no agreement on this point, a party desiring to do so may have a transcript made at that party's sole expense. However, in that case, the arbitrator will determine whether s/he will receive a copy of the transcript. If the party not ordering the transcript wishes to have a copy, that party will have to obtain and pay for the copy through the court reporter who prepared the official stenographic transcription.

4. The parties are responsible for any cost necessary to secure the presence of their witnesses at hearing, except that the Fire Department will make subpoenaed Fire Fighters who are scheduled to work available to testify.

5. Upon request of either party addressed to the opposing party at least 2 calendar weeks prior to the hearing date, the parties shall exchange the names of witnesses expected to be called at the hearing. Except for true rebuttal witnesses whose testimony could not reasonably have been anticipated, the arbitrator shall exclude the testimony of a witness that a party failed to identify after timely request to identify.

6. Upon request of either party addressed to the opposing party at least 2 calendar weeks prior to the hearing date, the parties shall exchange documents to be used as exhibits at the hearing. Upon failure of a party to disclose such exhibits the arbitrator shall exclude their admittance, unless the exhibit is used as a rebuttal exhibit and its use at the hearing could not have reasonably have been anticipated.

7. The arbitrator shall have the power to subpoena witnesses, records and other evidence. At least two (2) calendar weeks prior to the hearing, the party requesting the subpoenas shall prepare such subpoenas and ask the Arbitrator to sign them. Each party shall be responsible for and bear the cost of serving the subpoenas to its witnesses. A party may apply to the arbitrator to quash a subpoena so issued.

8. The parties, in writing, may request discovery before the hearing. A party's failure to provide the requested information within 2 calendar weeks of the discovery request will be deemed a denial of the discovery request. The requesting party may then petition the arbitrator to compel such discovery if appropriate to the nature of the case. 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, the objections of the party resisting the discovery request, and such other matters as s/he may deem material. The arbitrator's decision as to appropriate

discovery will be final. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within 5 calendar weeks prior to the hearing.

9. Within thirty (30) calendar days after conclusion of the hearing, or after receipt of closing briefs if requested, 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 Association and City.

10. The losing party shall pay all of the arbitrator's fees and expenses. The arbitrator's written opinion shall designate the losing party for purposes of this requirement. If the arbitrator determines that both parties lost in part, s/he will apportion fees and expenses accordingly.

**C. Arbitrator's Authority.** The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement(s) thereto. The arbitrator shall have no authority to add to, subtract from, or modify the applicable provisions of this Agreement in arriving at a decision on the issue or issues presented. The arbitrator 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 issue(s) submitted for arbitration, and shall have no authority to determine any issue (s) not properly submitted by the parties. However, if the parties disagree as to the issue(s) for decision, the Arbitrator is authorized to frame the appropriate issue(s).

#### **Section 5. Enforcement of Grievance/Arbitration Procedure Time Limits.**

- A. For the purpose of this Article, if the due date for any response or notice falls on a Saturday, Sunday, or City-observed holiday, then the due date will extend to the next day that is not a Saturday, Sunday or City-observed holiday.
- B. All time limits set forth in this Article must be strictly observed unless extended by mutual consent. Failure of the Association to comply with the time limits set forth, absent legitimate excuse, will constitute abandonment of the grievance, and no further action may be taken. Failure of the City to respond within the time limits, absent good cause, will constitute a denial of the grievance effective the last date of the response period, and the grieving party may proceed to the next step of the grievance procedure.

#### **Section 6. Arbitrator's Ruling Binding; Election of Remedies.**

The arbitrator's decision as to matters properly grievable under this Article is final and binding on the parties. The parties understand and agree that filing a grievance concerning a matter properly grievable under this Article constitutes an election of remedies. Any appeal of an arbitrator's decision shall be strictly and solely limited to the following grounds:

- that the arbitrator exceeded his/her authority as provided under this Agreement; or
- that the arbitrator's decision was procured by fraud, collusion or other unlawful means; or
- that the arbitrator's decision represents a clear and manifest error of law.

The Association or the City may file an appeal of the arbitrator's decision based on these limited grounds in the District or County Court at Law in Nueces County, Texas.

**Article 24**  
**APPEALS FROM DISCIPLINARY ACTIONS**

**Section 1. Preemption.**

The procedures provided herein preempt contrary provisions of the Civil Service Act to the extent of any conflict. Otherwise, the procedures provided in the CSA remain applicable.

**Section 2. Disciplinary Actions.**

**A. Fire Chief's Authority.** The Fire Chief shall have the authority to suspend, demote or dismiss (indefinitely suspend) a Fire Fighter for violations of civil service rules. The Fire Chief also retains his/her authority to take lesser corrective actions (e.g., reprimands, letters of counseling, performance improvement plans, etc.). Such lesser corrective actions are not considered "discipline" and are not subject to the disciplinary appeal process specified in this Article. Copies of lesser corrective actions will be given to the affected Fire Fighter. The Fire Fighter may reply in a letter of rebuttal within twenty (20) days from receipt of the lesser corrective action and such letter of rebuttal shall become a part of the Fire Fighter's personnel file.

**B. Allowable Involuntary Suspensions.** The Fire Chief may suspend a Fire Fighter for a period of not more than 30 calendar days, or indefinitely. An "indefinite suspension" constitutes a dismissal from the Department.

**C. Dismissal Creates Vacancy.** A dismissal (indefinite suspension) results in the creation of a vacancy.

1. In the case of promotional ranks, the vacancy occurs as of the date of the indefinite suspension. Promotions into the vacancy will follow requirements established by the Civil Service Act.

2. If an indefinitely suspended Fire Fighter's appeal is sustained and the Fire Fighter is then reinstated but the position has been filled, the Fire Chief shall request that a provisional position be temporarily added in that rank for the remainder of the fiscal year in which this occurs. That request may be granted, denied or modified based on the needs and budgetary constraints of the Fire Department and the City.

3. Nothing in this section shall be construed to divest or otherwise limit the City's right to implement a reduction in force, as authorized in Section 143.085 of the Civil Service Act. However, if the City implements a reduction in force rather than creating a provisional position, any resulting reinstatement lists will remain in effect for two (2) years unless earlier exhausted.

**D. Allowable Agreed Suspensions.** The Chief may also suspend a Fire Fighter for 31-90 calendar days if the Fire Fighter provides written agreement accepting the suspension, and waiving any and all rights to appeal the agreed suspension. No administrative or judicial body will have the



power to review an agreed suspension or alter its terms. However, if the terms of an agreed suspension allow termination for a violation thereof, an arbitrator may decide whether or not a Fire Fighter has violated the terms of the agreed suspension.

### **Section 3. Disciplinary Investigations & Procedures.**

**A. Gov't Code Chapter 614, Subchapter B Not Applicable.** The parties agree that the provisions of this Article satisfy Texas Government Code §614.021(b) and render Texas Gov't Code Chapter 614, Subchapter B inapplicable to disciplinary actions undertaken by the Department.

**B. Investigation Techniques.** During the term of this Agreement, the Department's investigations of complaints against Fire Fighters will be conducted following policies and practices currently in effect. If a Fire Fighter is interviewed as part of the investigation, s/he will be notified in advance of the allegations being investigated, and upon request to the Fire Chief or designee, be allowed to have an Association representative present at the interview.

**C. Notice of Contemplated Action.** Prior to taking disciplinary action, the Fire Chief will provide the Fire Fighter a written notice stating the action(s) contemplated and the reasons therefore. The notice will also specify a reasonable deadline by which the Fire Fighter must provide the Chief with any written or oral rebuttal to the charges.

**D. Written Statement of Charges.** After the opportunity for rebuttal has passed, the Fire Chief may demote, suspend or dismiss a Fire Fighter by personally providing the Fire Fighter a written statement of charges. If the Chief is unable, despite due diligence, to secure personal service on the Fire Fighter, s/he may serve the written statement of charges by certified mail, return receipt requested, to the Fire Fighter's last known address. Proof of such service upon the Fire Fighter shall be sufficient to support any disciplinary action. Where service is by certified mail, a copy of the statement will be delivered to the Association. A copy of the statement of charges, along with a copy of the notice of contemplated action, shall be promptly filed with the City's Director of Human Resources.

**E. Contents of Disciplinary Action Notice.** The Fire Chief's written statement of charges shall point out the particular civil service rule(s) alleged to have been violated by the Fire Fighter, and describe the specific act(s) alleged to constitute a violation. Said statement shall inform the Fire Fighter that s/he has 10 days after receipt of the written statement of charges to file a written appeal with the City's Director of Human Resources.

**F. Time Limit for Disciplinary Action.** A Fire Fighter may not be disciplined for alleged violation of civil service rules that occurred more than 6 months prior to his/her receipt of the written statement of charges. Exceptions to this time limit are as follows:

- If the Fire Fighter's conduct would constitute a felony, the Fire Chief may take disciplinary action by the earlier of the following dates: (i) within 6 months of discovering the felonious conduct; or (ii) the date the criminal statute of limitations runs.
- The Fire Chief may take disciplinary action against a Fire Fighter based upon his actual conviction of a felony within 30 days after the conviction.

#### **Section 4. Appeals of Disciplinary Actions to Arbitration.**

**A. Agreement Procedure Governs.** Appeals initiated by a fire fighter following a suspension, demotion, or dismissal (indefinite suspension) shall be determined by the arbitration procedure provided in this Agreement, rather than by the Civil Service Commission.

**B. Initiating Appeal.** A Fire Fighter may appeal a disciplinary action by filing a written appeal with the Director of Human Resources. To be considered timely, the appeal must be filed:

- Within 10 days of receipt of the written statement of charges, if they are delivered personally; or
- Within 13 days from the date of mailing, if alternate service by certified mail was made.

In either case, if the last day for appeal falls on a Saturday, Sunday, or City-observed holiday, the deadline shall be extended to the first day thereafter that is not a Saturday, Sunday, or a City-observed holiday.

**C. Selection of Arbitrator to Hear Appeal.** One (1) arbitrator selected in the following manner will hear Fire Fighter appeals of suspensions, demotions and dismissals. Upon receiving a Fire Fighter's written appeal, the Director of Human Resources, or designee will immediately notify the Association and Fire Chief of the appeal to arbitration. The Fire Fighter and City (the parties) shall attempt to mutually agree on an arbitrator. If they fail to agree within 14 calendar days after the appeal is filed, the Director, or designee, shall immediately request a list of 7 qualified neutrals from the American Arbitration Association (AAA). The parties may mutually agree on one (1) of the 7 arbitrators. If they cannot do so within 5 working days after receiving the list, they will select an arbitrator by alternately striking the names on the list. The parties shall flip a coin in front of the Director, or designee to determine who strikes first. The last name remaining shall be the arbitrator. The parties will promptly notify the AAA of the arbitrator's selection. The AAA will notify the chosen arbitrator who, together with the parties' representatives, will select a time, place and date for the arbitration hearing.

**D. Hearing Date.** The arbitrator and parties will confer to select a mutually agreed hearing date to occur within 60 days of the arbitrator's selection. The arbitrator will resolve any conflicts concerning establishment of a hearing date. If the arbitrator cannot make him/herself available to conduct the hearing within 60 days, either party may request selection of a new arbitrator within 2 days of learning that fact. In such case, the Director will request a new list of 7 arbitrators from AAA, and the parties will alternately strike from the new list in the manner set forth in Subsection C. The hearing will be scheduled to take place on consecutive days (excluding weekends and City-observed holidays) without break.

**E. Hearing Transcript.** An official stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing, and the cost of the transcript will be shared equally. If there is no agreement on this point, a party desiring to do so may have a transcript made at that party's sole expense. However, in that case, the arbitrator

will determine whether s/he will receive a copy of the transcript. If the party not ordering the transcript wishes to have a copy, that party will have to obtain and pay for the copy through the court reporter who prepared the official stenographic transcription.

**F. Pre-Hearing & Hearing Procedures.** The following rules shall govern the conduct of hearings and certain preliminary matters:

(1) Upon request of either party addressed to the opposing party at least two (2) calendar weeks prior to the hearing date, the parties shall exchange the names of witnesses they expect to call at the hearing. Except for true rebuttal witnesses whose testimony could not reasonably have been anticipated, the arbitrator may exclude the testimony of a witness that a party failed after timely request to identify.

(2) The parties are responsible for any cost necessary to secure the presence of their witnesses at hearing, except that the Fire Department will make subpoenaed Fire Fighters who are scheduled to work available to testify.

(3) The arbitrator shall have the power to subpoena witnesses, records, and other evidence. At least 2 calendar weeks prior to the hearing, the party requesting the subpoenas shall prepare the subpoenas and ask the Arbitrator to sign them. Each party will be responsible for serving its subpoenas upon witnesses. Either party may request that the Arbitrator quash subpoenas issued at the request of the other.

(4) The burden of proof shall be upon the City to establish the facts by a preponderance of the evidence.

(5) The parties, in writing, may request discovery from each other before the hearing. A party's failure to provide requested information within 2 calendar weeks of the request will be deemed a denial of the discovery request. The requesting party may then petition the arbitrator to order such discovery as appropriate to the nature of the case. 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 s/he may deem material. The arbitrator's decision as to appropriate discovery will be final. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within 5 calendar weeks prior to the hearing.

(6) Upon request of either party addressed to the opposing party at least two (2) calendar weeks prior to the hearing date, the parties will exchange documents they intend to use as exhibits at the hearing. A party's failure to disclose an exhibit at this time will preclude its use at hearing, unless the document is used as a rebuttal exhibit, and its use at hearing could not reasonably have been anticipated.

(7) All hearings shall be open to the public unless the parties expressly agree otherwise in writing. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.

**G. Arbitrator's Authority.** The Arbitrator shall have all powers vested in the Civil Service Commission under the Civil Service Act, and the Commission's rules governing demotions, suspensions and discharges, but shall have no power to amend such rules. Unless otherwise stated in this Agreement, the provisions of this Agreement control over conflicting provisions of the Civil Service Act and Civil Service Commission Rules.

**H. Arbitrator's Award.** The arbitrator shall render an Award within 30 days of the close of the hearing. Post-hearing briefs must be mailed to the arbitrator within seven (7) days of the close of hearing. The arbitrator's Award shall state which particular factual charges s/he finds to be true, if any, and the particular rules s/he finds such conduct to have violated, if any. Where some or all charges are upheld, the Award shall state whether the discipline imposed is upheld, or whether some lesser discipline is substituted. A Fire Fighter shall be entitled to recover back pay for any part of a suspension not upheld by the arbitrator.

**I. Arbitration Expenses.** Except as regards the expenses of subpoenas, the City and Fire Fighter shall share equally the fees and expenses of the AAA and arbitrator.

**Section 5. Judicial Appeals.**

With respect to dismissals, temporary suspensions and demotions, the City and Fire Fighter may appeal the arbitrator's Award to district court on the same grounds s/he is given in the CSA to appeal the Civil Service Commission's decision, and no greater right.

**Section 6. Agreed Modifications of Contractual Time Periods.**

Any deadlines or time periods set out in this Agreement with respect to disciplinary proceedings may be modified only by written agreement of the parties. However, neither party may be compelled to waive his/her/its right to insist upon the deadlines and time restrictions provided by this Agreement.

**Article 25**  
**SEVERABILITY**

If any article or section of this Agreement is found to be invalid, unlawful, or unenforceable by a judicial ruling or by any existing or subsequently enacted legislation, or the common law, all remaining articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

**Article 26**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

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

Four (4) members of the Association's negotiating team (excluding alternates), or a number equal to the size of the City's negotiating team, if larger (excluding alternates) shall be paid as follows for mutually-scheduled negotiation sessions:

- They will be allowed paid time off to attend agreed negotiation sessions that occur during their regularly scheduled work hours.
- They will receive compensatory time off in an amount equal to the number of non-duty hours spent at the negotiation session, limited to a maximum of ten (10) hours per negotiation session.

Hours granted under this section are not considered hours worked for purposes of overtime accrual under the F.L.S.A. and this Agreement. The time off must be scheduled and approved by the Fire Chief or his/her designee at least one (1) shift before it is used.

## **Section 2. Bargaining Period.**

Negotiations for a new collective bargaining Agreement shall commence in accordance with Chapter 174 of the Texas Local Government Code, except as modified by this Agreement. The parties shall commence negotiation for a successor agreement on an agreed date occurring no less than 180 days prior to expiration of the Agreement. The bargaining period will last 60 days from the date of the first negotiation session, and may be extended for specified periods thereafter by mutual written agreement. Negotiations will be considered at impasse if the parties fail to reach agreement on a successor agreement by the end of the initial bargaining period and any agreed extensions. However, neither party will insist to impasse upon a permissive subject of bargaining. Upon impasse, either party may invoke the Impasse Procedure set forth in Article 27 of this Agreement.

## **Section 3. Designated Bargaining Representatives.**

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

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

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

Article 27  
IMPASSE PROCEDURE

**Section 1. Dispute Conference.**

- A. **Impasse.** Negotiations for a new Agreement shall commence in accordance with the FPERA and Article 27 of this Agreement. An impasse occurs if the parties have reached the end of the bargaining period and any agreed extensions without complete agreement on a successor agreement. Neither party will insist to impasse upon a permissive subject of bargaining.
  
- B. **Dispute Conference.** The parties' bargaining teams will meet within 14 calendar days after impasse occurs to identify items remaining in dispute. All issues about which proposals were made on mandatory subjects of bargaining, but no agreement was reached, will be considered disputed issues. At the conference, either party may also place any tentative agreements reached during the bargaining period back into dispute by offering new proposals as to those issues. However, any tentative agreements that are not placed back into dispute by either or both parties will become part of the successor agreement resulting from use of the impasse procedure described in this Article. At the end of the Dispute Conference, the parties will produce an agreed list of Disputed Issues of mandatory subjects of bargaining. Only upon mutual agreement will a permissive subject of bargaining be included on an agreed list of Disputed Issues.
  
- C. **No New Issues Allowed.** Neither party is allowed at the Dispute Conference or throughout the rest of this Impasse Procedure to add to the Disputed Issues list any new issues that were not included in either or both parties' proposals during the bargaining period.

**Section 2. Optional Mediation After Impasse.**

At the Dispute Conference, the parties may mutually agree to utilize a mediator to assist them in resolving the disputed issues. If either party objects, mediation will not occur and the parties will proceed directly to Fact-finding. Mediation, if it occurs, shall extend for no more than 14 calendar days after the Dispute Conference, unless that mediation period is extended by mutual agreement. The function and powers of the mediator shall be as specified in FPERA Section 174.151. Any disputed issues resolved in mediation will be removed from the Disputed Issues list.

**Section 3. Fact-finding.**

- A. **Selection of Fact-Finding Board.** If mediation does not occur, or is unsuccessful in producing a successor agreement, the parties shall submit the dispute to a three-member Fact Finding Board, who will be selected in the following manner. Each party

will select a Fact-finder, and those two Fact-finders will select a third neutral Fact-finder.

- B. Payment of Fact-finders and Other Expenses.** The fees and expenses of the neutral Fact-Finder shall be split equally between the City and the Association. Each party will pay the fees and expenses of the Fact-Finder they select. All other expenses, including but not limited to witness fees, shall be paid by the party incurring the expense or calling the witness.
- C. Issues for Fact-Finding Board Consideration.** The issues for consideration by the Fact-finding Board will be all remaining issues on the Disputed Issues list. The parties must present the Fact-Finding Board with a package proposal consisting of the disputed issues for the Fact-Finding Board to consider. The parties may modify their proposals on the remaining Disputed Issues at this time, but must provide the other side a copy of the package proposal they intend to submit to the Fact-Finding Board at least 14 days in advance of the Fact-Finding hearing. Absent mutual agreement, only mandatory subjects of bargaining may be submitted to the Fact-Finding Board for consideration.
- D. Scheduling the Fact-Finding Hearing.** The Fact-Finding Board will confer with the parties to schedule a mutually agreed hearing date to occur within 60 days after the Board has been selected. If the Fact-finding Board is not available to conduct a hearing within that time period, either party may request that that the unavailable Fact-finder be selected using the selection method set out in Subsection A above.
- E. Conduct of the Fact-finding Hearing.** The Fact-Finding Board will conduct a full and fair hearing on the Disputed Issues submitted as a package proposal from each party. The hearing will be informal and strict rules of evidence shall not apply. A stenographic transcription of the Fact-finding hearing will be made, and will include all testimony and exhibits introduced by the parties and accepted by the Fact-Finding Board. The cost of producing the transcript will be borne equally by the parties. The Fact-Finding Board may request testimony and other evidence in addition to that offered by the parties. If either party requests, the Fact-Finding Board shall allow submission of post-hearing briefs no later than 14 days following the close of evidence. Rebuttal briefs will not be allowed.
- F. Factors Affecting the Fact-Finding Board's Recommendation.** In making findings of fact and recommendations, the Fact-Finding Board shall consider the following:
- evidence submitted to it by the parties or obtained at its direction;
  - overall total compensation in the current Agreement, including both direct salary and fringe benefits;
  - income available to the City and demands on that income;
  - total compensation, hours, and conditions of employment of other public and private employees performing similar services in public and private employment in communities deemed comparable to Corpus Christi by the Fact-finding Board;

- total compensation, hours and conditions of employment of all employees of the City of Christi;
- the equity of the total compensation plans within the City of Corpus Christi;
- the hazards of employment, physical, educational, and mental qualifications, job training and skills required of a Corpus Christi Fire Fighter;
- the cost of living in Corpus Christi relative to communities deemed comparable by the Fact-Finding Board;
- the rate of increase in the cost of living for the period covered by the preceding Agreement using localized data to the fullest extent feasible; and
- concessions and tentative agreements made by both parties during the collective bargaining negotiations.

**G. Fact-Finding Board's Recommendation.** After consideration of all evidence offered at the Fact-Finding hearing, the Fact-Finding Board shall render a written decision making findings of fact and recommendations as to each Issue in the submitted package of proposals. In the Recommendation, the Fact-Finding Board shall exercise its independent judgment and shall not "split the difference." The Fact-Finding Board will recommend adoption of one (1) party's proposal as to each Issue, no splitting the baby, and explain the rationale behind the recommendations on each Issue. The Fact Finding-Board's decision, which is advisory only, shall be submitted to the City Council and to the Association within 14 days after the hearing, or receipt of the parties' post-hearing briefs.

**H. Party Meeting on Fact-Finding Board's Recommendation.** The City and Association will make a sincere and earnest effort to resolve the Disputed Issues through the fact-finding process. Within 14 calendar days after receiving the Fact-Finding Board's Recommendation, the parties' representatives will meet and try to reach agreement on each Disputed Issue. Those issues agreed upon will be removed from the Disputed Issues list. Any remaining Disputed Issues will be advanced to binding arbitration.

#### **Section 4. Binding Arbitration.**

If a successor agreement is not reached at the Party's Meeting on the Fact-Finding Board's Recommendation, the parties will advance remaining Disputed Issues to binding arbitration in the form of a package proposal (last best final offer). Absent mutual agreement, only mandatory subjects of bargaining may be submitted to Arbitration for consideration. The parties may modify their proposals on the remaining Disputed Issues at this time, but must provide the other side a copy of the package proposal they intend to submit to the Arbitrator within 14 days after the meeting referred to in Section 3.H. The parties' representatives will meet and discuss with each other the package proposal that each shall present to the Arbitrator within 10 days after receiving each other's package proposal. Any final modifications to the parties' packages will be made at this meeting. The arbitration shall be considered by a board of three (3) arbitrators, one (1) selected by each party and a neutral selected by the chosen arbitrators. The parties will meet within 14 calendar days after



selecting the Arbitration Board to identify those portions of the Fact-finding transcript and exhibits to place before the Arbitration Board, and will compile an Appendix containing all such information requested by either. Within 14 days after the Appendix is identified, the parties will send to the Arbitration Board a joint submission containing the following:

1. The Appendix;
2. Each party's package proposal on all remaining Disputed Issues; and
3. Post-Hearing Briefs.

The City's Director of Human Resources will be responsible for assembling and providing to the Arbitration Board the parties' joint submission, and will simultaneously provide both parties' representatives a copy of the joint submission. Within 20 days after receipt of the parties' joint submission, the Arbitration Board shall conduct a full and fair hearing over the parties' final package proposals. The hearing will be informal and strict rules of evidence shall not apply. A stenographic transcription of the Arbitration Board hearing will be made, and will include all testimony and exhibits introduced by the parties and accepted by the Arbitration Board. The cost of producing the transcript will be borne equally by the parties. The Arbitration Board may request testimony and other evidence in addition to that offered by the parties. The Arbitration Board may also request post-hearing briefs at its discretion. The hearing will not be closed until the receipt of the post-hearing briefs, if requested. The Arbitration Board shall issue a binding decision selecting the package proposal of one (1) party or the other within 20 days of the close of the hearing. The parties will be bound by the Arbitration Board's decision as to the remaining Disputed Issues to the extent permitted by Texas law and the requirements of this Agreement, and may appeal that decision only on the basis that the Arbitration Board's decision constituted an abuse of discretion, did not follow the requirements of this Agreement, or the arbitration award is not supported by legally sufficient evidence on the whole record. The decision of the Arbitration Board shall resolve the issues for the Agreement period/duration and will not be binding beyond the term of the Agreement period/duration.

#### **Section 5. Resulting Successor Agreement.**

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

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

#### **Article 28**

#### **NO STRIKE, NO LOCKOUT**

Fire Fighters will not engage in any strike, work stoppage or slowdown during the term of this Agreement. The City will not lock out Fire Fighters during the term of this Agreement.

## Article 29

### MISCELLANEOUS

#### **Section 1. Amendments to this Agreement.**

The Association and City, may by mutual agreement, negotiate possible changes in the Agreement during its term. Such negotiations shall be set at the convenience of both parties. Except as specified otherwise herein, proposed amendments to the Agreement must be agreed upon by both parties and ratified in the same manner as this Agreement.

#### **Section 2. 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. Actions taken need not be copied verbatim as long as they are accurately summarized in the minutes. The Commission's Chair or, in his/her absence, the Vice-Chair, shall sign the minutes. The signatures of the members concurring in the taking of 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 written records of the Commission shall be considered public records. The City will notify the Association of any items on the Commission's agenda that may affect Fire Fighters and/or the Department.

#### **Section 3. Labor-Management Relations Committee.**

Recognizing that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, the City and Association agree to jointly maintain a Labor-Management Relations Committee (LMRC). Each party will designate its LMRC representatives. The LMRC shall meet at mutually agreed times on a quarterly basis, and may meet at other times at the request of either party. The LMRC may discuss any problems pertaining to the employment conditions of Fire Fighters and recommend solutions to the Fire Chief or the City.

#### **Section 4. Identification Cards.**

The City shall furnish each Fire Fighter an identification card bearing the Fire Fighter's name, photograph, rank, and employee number. The card will also contain a space for the Fire Fighter's signature.

## Article 30

### DRUG & ALCOHOL TESTING

#### **Section 1. Drug Testing Policy & Procedure.**

The City and Association mutually recognize that Fire Fighters are called to respond to emergency and hazardous situations without notice, and that it is essential to the interests of the City, its citizens, and Fire Fighters themselves to ensure that Fire Fighters are not substance-impaired. To

that end, the City and Association agree to drug and alcohol testing as outlined in the Fire Department's Alcohol & Drug Policy, appended to this Agreement as Appendix "D". No changes to this policy will be made during the life of this Agreement except by mutual agreement of the City and Association.

**Section 2. Selection for Random Drug Testing.**

Fire Fighters will be selected for random drug testing on a fair and impartial statistical basis using a computerized program operated and certified as non-discriminatory by an independent firm hired by the City. Fire Fighters will be tested promptly upon being selected by the computer. The Fire Chief will be included in the random testing process.

**Section 3. Discipline for Drug, Alcohol Violations.**

Discipline shall be in accordance with the Fire Department's Alcohol & Drug Policy and the Civil Service Commission's Rules and Regulations.

**Article 31**

**DEPUTY CHIEFS & ASSISTANT CHIEFS**

**Section 1. Deputy Chiefs.**

The rank immediately below the Fire Chief rank is currently classified as Deputy Chief. Pursuant to Section 143.014 of the Civil Service Act, each person occupying a Deputy Chief position, as authorized by the City Council, shall be appointed by the Fire Chief at his/her discretion. Persons eligible to be appointed as Deputy Chiefs are limited to those Fire Fighters in the Assistant Chief or Battalion Chief ranks.

**Section 2. Assistant Chiefs.**

The rank immediately below the Deputy Chief rank is currently classified as Assistant Chief. Persons eligible to be appointed to the rank of Assistant Chief are limited to those Fire Fighters in the Battalion Chief rank.

**Section 3. Number of Appointments to Deputy and Assistant Chiefs.**

During the term of this Agreement, the Fire Chief may have no more than three (3) appointed Deputy and Assistant Chiefs. All other Assistant Chief positions will be filled by competitive examination in accordance with the CSA and this Agreement. The Assistant EMS Director appointment is in addition to these three (3) appointments.

**Section 4. Salary of Deputy Chief and Assistant Chiefs.**

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

**Article 32**  
**EMERGENCY MEDICAL SERVICES**

**Section 1. Certification Requirements.**

**A. Fire Fighters Hired on or before May 31, 1985.**

1. Fire Fighters hired on or before May 31, 1985, need not maintain Paramedic or Emergency Medical Technician (EMT) certification.
2. Fire Fighters hired on or before May 31, 1985, who voluntarily obtained Paramedic or EMT certification and thereafter promoted to Firefighter II-EMS must maintain their certification while remaining in the Firefighter II-EMS rank. However, they may allow their certification to lapse if promoted to Firefighter II-Driver or above.
3. After five years of continuous ambulance service, Fire Fighters hired on or before May 31, 1985 may, upon request, voluntarily demote from Firefighter II-EMS to Firefighter I, and will no longer be used for ambulance duty. Thereafter, they may not be required to maintain Paramedic or EMT certification.

**B. Fire Fighters Hired between June 1, 1985 and December 31, 2005.**

1. Fire Fighters hired between June 1, 1985, and December 31, 2005, must obtain Paramedic certification within 28 months from their date of employment as a condition of employment. Absent mitigating circumstances, failure to obtain Paramedic certification within 28 months shall constitute grounds for discharge.
2. Fire Fighters must maintain Paramedic certification for a minimum of eight full years as a condition of employment. A Fire Fighter who loses Paramedic certification prior to completing the eight-year requirement will be granted twelve calendar months from the date s/he lost certification to regain Paramedic certification. Any time period without certification will not count towards the minimum eight full year requirement. Absent mitigating circumstances, failure to re-certify within 12 months after losing certification shall constitute grounds for discharge.
3. Fire Fighters who have maintained Paramedic certification for a minimum of eight full years are not thereafter required to maintain Paramedic or EMT certification.
4. A Fire Fighter II-EMS who fails to maintain Paramedic certification will be temporarily reassigned to Firefighter I duties immediately upon loss of certification, and will have 90 calendar days from the date s/he lost certification to re-certify. A Fire Fighter II-EMS who fails to re-certify within 90 days will be permanently demoted to the rank of Firefighter I. However, the Fire Fighter will retain any seniority earned in the Firefighter II rank and will be eligible for promotion to Firefighter II-EMS if s/he thereafter obtains recertification as a Paramedic.

**C. Fire Fighters Hired between January 1, 2006 and July 31, 2016.**

1. Fire Fighters hired between January 1, 2006 and July 31, 2016 must obtain Paramedic certification within 28 months from their date of employment as a condition of employment. Absent mitigating circumstances, failure to obtain Paramedic certification within 28 months shall constitute grounds for discharge.

2. Fire Fighters must maintain Paramedic certification for a minimum of eight full years. A Fire Fighter who loses Paramedic certification prior to completing the eight-year requirement will be granted twelve calendar months from the date s/he lost certification to regain Paramedic certification. Any time period without certification will not count towards the minimum eight full year requirement. Absent mitigating circumstances, failure to re-certify within 12 months after losing certification shall constitute grounds for discharge.

3. Fire Fighters who have maintained Paramedic certification for a minimum of eight full years are not thereafter required to maintain Paramedic certification. However, they must maintain certification at the EMT-B level or higher for the entirety of their tenure in the Department as a condition of employment. Failure to do so will result in discharge.

4. A Fire Fighter II-EMS who fails to maintain Paramedic certification will be temporarily reassigned to Firefighter I duties immediately upon loss of certification, and will have 90 calendar days from the date s/he lost certification to re-certify. A Fire Fighter II-EMS who fails to re-certify within 90 days will be permanently demoted to the rank of Firefighter I. However, the Fire Fighter will retain any seniority earned in the Firefighter II rank and will be eligible for promotion to Firefighter II-EMS if s/he thereafter obtains recertification as a Paramedic.

**D. Fire Fighters hired on or after August 1, 2016.**

1. Fire Fighters hired on or after August 1, 2016 must obtain Paramedic certification within 28 months from their date of employment as a condition of employment. Absent mitigating circumstances, failure to obtain Paramedic certification within 28 months shall constitute grounds for discharge.

2. Fire Fighters must maintain Paramedic certification for the entirety of their tenure in the Department as a condition of employment. A Fire Fighter who loses Paramedic certification will be granted twelve calendar months from the date s/he lost certification to regain Paramedic certification. Absent mitigating circumstances, failure to re-certify within 12 months after losing certification shall constitute grounds for discharge.

**Section 2. EMS Ambulance Rotation Requirements, Exceptions & Moratorium.**

**A. Ambulance Rotation Requirement.**

All Paramedic-certified Fire Fighters in the ranks of Fire Fighter I and Fire Fighter II-EMS are required to participate in ambulance rotations as a condition of employment. Absent exigent

circumstances, failure of these Fire Fighters to participate in the ambulance rotation without the available exceptions provided for in this Agreement may result in discipline up to and including discharge.

**B. Exception for Fire Fighter I.**

Fire Fighter I's who have been Paramedic-certified and have participated in ambulance rotations for eleven (11) years may request in writing to be removed from the ambulance rotation and thereafter will be assigned to ambulances only during extreme conditions or emergencies. The Fire Chief may temporarily deny such requests as allowed in Subsection D of this Section.

**C. Exception for Fire Fighter II-EMS.**

A Fire Fighter II-EMS may request in writing to voluntarily demote to Fire Fighter I, and to be assigned to ambulances only during extreme conditions or emergencies, in the following circumstances.

- Service as a Fire Fighter II-EMS for nine (9) years; or
- Service in the ambulance rotation for a combined total of eleven (11) years as a Fire Fighter I and Fire Fighter II-EMS.

The Fire Chief may temporarily deny such requests as allowed in Subsection D of this Section.

**D. Moratorium on Use of Exceptions to Ambulance Rotation Requirement.**

1. The City will first use Fire Fighters in the rank of Fire Fighter II-EMS to achieve needed ambulance staffing, but may use eligible Fire Fighter I's as needed if there are not sufficient Fire Fighter II-EMS's available.

2. For purposes of determining when the Fire Chief may declare a moratorium on the ability to use the exceptions provided by Subsections B and C of this Section, the following formula, based on EMS-eligible Fire Fighter I's and Fire Fighter II-EMS's, will be used.

- $[12 \times \# \text{ of ambulances}] + [1.5 \times \text{number of ambulances (rounded to the next highest whole number)}] = \text{critical number [C] needed to staff ambulances}$
- $15 \times \# \text{ of ambulances} = \text{acceptable number [A] needed to staff ambulances}$

When the number of EMS-eligible Fire Fighters declines to level C, the Fire Chief may declare a moratorium on the ability to use the exceptions until staffing levels return to level A.

3. The above formula is not a staffing requirement.

**Section 3. Grandfather Provision.**

The parties recognize that this Article makes changes to pre-existing rights provided under prior collective bargaining agreements. Fire Fighters who elected to opt out of ambulance rotations

as allowed under prior collective bargaining agreements are not subject to loss of that right due to the changes made by this Agreement.

**Section 4. Matters Related to Failure to Obtain & Loss of Certification.**

**A. Notice to Fire Chief.** A Fire Fighter who loses Paramedic or EMT certification must notify the Fire Chief within three days, including Saturdays, Sundays, and City-observed holidays, after the Fire Fighter learns that s/he has lost certification.

**B. Loss of Certification Pay.** Fire Fighters will lose EMT or Paramedic certification pay commencing immediately upon 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 Fire Fighter written notice of the steps necessary to regain certification for those Fire Fighters eligible to regain certification pursuant to this Agreement.

**C. Fire Department Assistance.** Upon request of a Fire Fighter who has failed to meet or maintain certification requirements, the Fire Department will make available training materials or tutorial assistance for a minimum of 40 hours. The tutorial or training assistance provided will be based upon the recommendations of the Department's EMS training staff and Medical Director. Only if eligible, the Fire Fighter may be reassigned to a 40-hour workweek to complete the tutorial or training assistance. The Department assumes no responsibility for time and expense incurred should the Fire Fighter desire training other than that offered by the Department.

**Section 5. Assistant EMS Director.**

**A. Removal from Position.** The current Assistant EMS Director, and any successors, serve at the discretion of the Fire Chief, and may be removed from the assignment without cause. If removed from the assignment, the Fire Fighter will be reassigned to a position at the same civil service rank s/he held prior to his/her appointment.

**B. Employment Conditions.** The Assistant EMS Director serves in the position under the following conditions:

- Retention of Civil Service status;
- Pay and privileges of the appropriate seniority step of the Battalion Chief rank;
- Continued accrual of vacation, sick and personal leave, and seniority, as per this Agreement;
- Receipt of longevity pay as per this Agreement;
- Continued participation in the City's health and life insurance programs as per this Agreement; and
- Receipt of \$150.00 per month in lieu of paramedic certification pay.

**C. Procedure for Filling Position if Vacant.** The Fire Chief may fill vacancies in the Assistant EMS Director position by appointment. To be eligible for appointment, a Fire Fighter must be: (i) a Battalion Chief or Captain who is eligible to take the Battalion Chief Exam; and (ii) a certified

Paramedic. A person appointed from the rank of Captain is not eligible for promotion to the rank of Assistant Chief by virtue of his/her appointment to the Assistant EMS Director position. However, if the position is appointed from the rank of Captain, the Assistant EMS Director may participate in the Battalion Chief assessment in order to become eligible for future promotion.

#### **Section 6. Temporary Reassignments - Firefighter II-EMS.**

**A. Entitlement.** A Firefighter II-EMS who is regularly assigned to EMS will, upon request, receive temporary reassignment to non-EMS duties for up to two pay periods each six months.

**B. Pay/Rank.** During these voluntary reassignments, the Fire Fighter will be paid only at the maximum Firefighter I rate for the performance of Firefighter I duties. However, the reassigned Fire Fighter will continue to hold his/her Firefighter II rank and will be entitled to all other rights and privileges of that rank.

**C. Scheduling.** Scheduling of a temporary reassignment shall be at the reasonable discretion of the Fire Chief.

### **Article 33**

#### **PROMOTIONAL BYPASSES**

##### **Section 1. Involuntary Promotional Bypass.**

**A. Involuntary Bypass.** A Fire Fighter on a promotional eligibility list may be bypassed by the Fire Chief for a valid reason. The Fire Chief will provide his/her reasons for the bypass to the Fire Fighter in writing.

**B. Effect of Involuntary Bypass.** The name of a Fire Fighter who is involuntarily bypassed will be returned to its place on the promotional eligibility list. A Fire Fighter who is bypassed three (3) times without successful appeal will have his/her name removed from the promotional eligibility list.

**C. Right to Appeal.** The Fire Fighter who is involuntarily bypassed for promotion may appeal the bypass decision to arbitration. The Fire Fighter's written appeal shall be filed with the Director of Human Resources within 10 calendar days after his/her receipt of the written bypass notice. If the 10<sup>th</sup> day falls on a Saturday, Sunday, or City-observed holiday, the appeal deadline shall extend to the next day that is not a Saturday, Sunday or City-observed holiday.

**D. Appeal Procedure and Expenses.** The Fire Fighter's appeal shall be decided by one (1) arbitrator chosen in accordance with the arbitrator selection procedure provided for in the disciplinary appeals procedure in this Agreement. All pre-hearing and hearing procedures provided for in the disciplinary appeals procedure by this Agreement will be followed for appeals under this Section. Except for fees and expenses associated with subpoenas, the City and the Fire Fighter shall share equally the fees and expenses of the arbitration.



**E. Judicial Appeals.** Either the City or the Fire Fighter may appeal an adverse decision to district court, but only upon the grounds listed in Section 143.057(j) of the Civil Service Act.

**Section 2. Voluntary Promotional Bypass.**

A Fire Fighter selected for promotion from a promotional eligibility list may be allowed to decline the position offered, subject to the discretion of the Fire Chief, reasonably exercised, based on the availability of other eligible candidates and the needs of the Fire Department. If voluntary bypass is accepted, such decision will not affect the Fire Fighter's place on the list. However, a Fire Fighter who voluntarily declines promotions three (3) separate times as per the Civil Service Commission Rules and the CSA, will have his/her name removed from the promotional eligibility list.

**Article 34**  
**COMPLETE AGREEMENT/PAST PRACTICE**

**Section 1. Complete Agreement.**

This document constitutes the sole and complete agreement between the parties. It supersedes all prior oral or written agreements or understandings between the parties except for those protected by the express provisions of this Agreement, including those protected by Section 2 and 3 of this Article. During the term of the Agreement neither party shall be obligated to bargain collectively with the other with respect to any subject; provided, this provision does not affect any obligation which may exist to negotiate a successor contract effective after the expiration of this Agreement, or any specific obligation to negotiate that is specifically provided in this Agreement.

**Section 2. Past Practice.**

During the term of this Agreement, except as authorized in Section 3 below, the parties recognize that some employment conditions not specifically identified in this Agreement, to the extent they involve mandatory bargaining subjects, may be protected by the established past practice of the parties. The Association shall have the burden of proof to establish the existence of the claimed past practice by a preponderance of the evidence. However, nothing in this Agreement waives any defenses or exceptions the City may have to a past practice claim.

**Section 3. Limited Exception to Past Practice**

The City may change those employment conditions otherwise protected by Section 2 above if they are demonstrated, in accordance with this Section, to materially interfere with the operation of the Department. Any such changes must be made in good faith, must not be greater in scope than is necessary to protect the affected Department operations, must be reasonable and not discriminatory, must be reasonably related to the safe and orderly operation of the Fire Department, and must not conflict with any state or federal law, governmental regulation, or provision of this Agreement. With the exception of an emergency or extreme condition, Department management will provide the

Association with reasonable notice and an opportunity to discuss any changes made under this Section prior to its implementation.

**Article 35**

**CONFLICT WITH CIVIL SERVICE**

The parties agree that Texas Local Gov't Code §174.006 authorizes the parties to alter a "state or local civil service provision" through collective bargaining. To the full extent authorized by §174.006, the parties agree that the provisions of this Agreement shall preempt those portions of any state statute, executive order, local ordinance, or rule with which they specifically conflict only to the extent of such conflict; remaining portions of such provisions will continue to govern the parties' actions.

Article 36

CONCLUDING PROVISION

IN WITNESS WHEREOF, we have executed this agreement this 18<sup>th</sup> day of August, 2020

CITY OF CORPUS CHRISTI

CORPUS CHRISTI PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, LOCAL 936



Peter Zanoni, CITY MANAGER



Johnny Stobbs, PRESIDENT

ATTEST:



City Secretary

APPROVED AS TO FORM:

20<sup>th</sup>, Day of August, 2020



Assistant City Attorney

**APPENDIX "A-1"**

**DUES DEDUCTION AUTHORIZATION  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL UNION NO. 936**

Name \_\_\_\_\_ Employee 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 the failure to deduct any authorized sum for any reason.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "A-2"**

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

Name \_\_\_\_\_ Employee No. \_\_\_\_\_  
(Last) (First) (MI)

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

I hereby authorize the City of Corpus Christi to deduct a ( ) special assessment or ( ) COPE deduction in the sum of \$ \_\_\_\_\_ as certified by the International Association of Firefighters, Local Union No. 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 the Association only those sums actually deducted and will not be liable for damages to me for the failure to deduct any authorized sum for any reason.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "A-3"**

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

Name \_\_\_\_\_ Employee No. \_\_\_\_\_  
(Last) (First) (MI)

Address \_\_\_\_\_ Zip Code \_\_\_\_\_

I hereby terminate the authorization previously executed by me for a deduction for the International Association of Firefighters, Local Union No. 936, and request that the City make no further ( ) regular dues, ( ) special assessment or ( ) COPE deductions under said authorization. This termination 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 "B"

<b>Title: Callback Procedures</b> <b>Fire Chief</b> <u><i>Robert Palma</i></u> <b>Date</b> <u><i>May 4, 2015</i></u>	<b>Corpus Christi Fire Department</b> Standard Operating Procedures <b>No. 101.09 Revised: April 28, 2015</b> <b>Effective: May 4, 2015</b>
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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 to fill positions for planned events or vacancies that occur after 8am roll call except as outlined in VI. General C.
- D. Special Events Call Back: Planned, anticipated events that allow the Department adequate time for scheduling or daily staffing vacancies that occur as specified in "C" above. Examples may include such situations as jury duty, parades, to fill vacancies that occur after 8am roll call if no one is available on the Daily Eligibility list or at the station where the vacancy has occurred, 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.

- G. Everbridge- Automated notification system used to contact firefighters for emergency and non-emergency events/assignments.

#### **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/her representative.
- C. Failure of an employee to respond to a call back during an emergency without being excused by the Fire Chief or his/her designee 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 Rescuc, 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 the firefighters' telephone number he/she requests to be contacted by, home or cell phones are permissible, pagers are not permissible.
- 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. Vacancies occurring before 8:30 a.m. will be filled by attempting, in order 1. To call back a firefighter on the Daily Eligibility list who has remained at their station. 2. Calling Back an OT eligible firefighter that is holding over at the station where the vacancy has occurred. 3. By calling back a firefighter off the Special Events list to complete the shift at the station in which the vacancy occurs. If using the Special Events list, it 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 who can work at the station where the vacancy has occurred without working



down in rank except as outlined below in VI General: G. 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 in addition to EMS duties. For purposes of this policy, FFII EMS personnel shall be utilized in either position.
- H. Personnel who are not immediately available to answer the telephone will be considered "unable to contact".
- I. Firefighters who are on sick leave will not be eligible for overtime until reporting back to duty, or to other scheduled leave (vacation, Kelly, PL, etc.). Firefighters who are contacted while on vacation, Kelly day, or PL may reject a special event callback without being dropped to the bottom of the list.

## **VII. DAILY STAFFING GUIDELINES:**

- A. This procedure will be used when the Fire Chief or his/her 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. General: 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. General 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 or a current assigned EMS Supervisor if they are next on the eligibility list.
- H. Firefighters may 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 if the firefighter agrees to work the assignment. If the firefighter declines the assignment and there is no other suppression assignment available, he or she will not lose their spot on the Daily Staffing List.

#### **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 Battalion 1 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, Battalion 1 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 Battalion 1 to utilize for call back.
- C. At morning roll call, the Station Captain shall furnish Battalion 1 with the names of firefighters under his/her command who are declining to work Daily Staffing overtime the

following shift. Battalion 1 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. Battalion 1 shall provide the names of at least twenty (20) firefighters above the number anticipated to be needed. For example, if the shift is anticipated to be three (3) firefighters short, Battalion 1 shall publish a list of at least the top twenty-three (23) eligible firefighters. Those firefighters on the Daily Eligibility List shall remain on duty until 8:00 a.m. so as to be available for callback assignment. Those Firefighters on the Daily Eligibility List, who are offered a Scheduled Special Event assignment for the following day, may decline the Special Events assignment and will remain in their current position on the Special Events List.

- D. Once the Daily Eligibility List is posted and a change occurs in the firefighter's eligibility status, he/she must contact Battalion 1 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. Eligible firefighters on the Daily Eligibility List who previously declared available for callback and have not remained available at their station when contacted by Battalion 1 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 their Battalion 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. However if they accept the assignment, they will drop to the bottom of the daily staffing list if the assignment is for a 24 hour period.
- F. Should a vacancy occur following the 8:00 a.m. roll call, Battalion 1 may attempt to contact those firefighters available as outlined in section VI. General: C above.
- G. Battalion 1 shall make every effort to notify personnel that they will be used on a callback as early as possible.
- H. 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 VI. General. C)

- 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.
- D. Firefighters who are called back off the daily staffing list and a change in staffing occurs during the overtime shift where the firefighter is no longer needed for staffing and is sent home, the firefighter's callback will be converted to Special Events and he/she will remain in the same position on the Daily Staffing list prior to the callback.
- E. Callbacks for Special Events that occur after 0800 may be done using the Everbridge notification system. All firefighters eligible for the special events overtime will be notified via the Everbridge system of the staffing vacancy and will have 10 minutes to reply they are available. After the 10 minutes has elapsed, Battalion 1 will identify those firefighters who are available and will notify and award the eligible firefighter that is highest on the special events list with the overtime assignment.

## Everbridge for planned special events the following day

### **Definitions:**

Home phone list- A list of firefighters who do not have a cell phone listed in Everbridge. Battalion 1 will create and maintain the list of all firefighters who do not use a cell phone for callback notifications. It will be the individual firefighter's responsibility to keep his home number updated with Battalion 1 if it is used for callbacks.

### **Procedure:**

In an effort to improve efficiency and incorporate the benefits of using Everbridge for planned events such as, but not limited to Jury Duty, Court, Training, etc. ,

For a known planned event for the following day, Batt 1 will send out an Everbridge message to all eligible firefighters. He/She will also call each firefighter at their station who has their home number listed on the callback books. At the 4 hr mark after the initial Everbridge page goes out, Batt 1 will award the S/E to the highest firefighter on the callback list that is eligible for the callback. Using this procedure; firefighters who are not available will not be dropped to the bottom of the list. If at the end of the 4 hours Battalion 1 is unable to fill the vacancies using this procedure he will revert back to calling individuals at their stations in eligible order, those refusing the callback will then be dropped to the bottom of the special events list.

**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 weekly and published on the Corpus Christi Fire Departments intranet site.
- C. The OFF-GOING SHIFT is the shift which shall be contacted first during a CALL BACK.
- D. On duty 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, Battalion 1 shall not start over at the top of the Special Events list, but shall begin with the eligible firefighters in numerical order that do not have a CR or UC code on same date.
- 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. Events	CONTACTED-refused	Yes- Daily Staffing, No- Special
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 Day, 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

If an issue arises that necessitates a change in the policy; it can be changed if mutually agreed to by both parties.

**APPENDIX "C-1"**

**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 of the Grievance Process**

**APPENDIX "C-2"**

RESPONSE OF UNION GRIEVANCE COMMITTEE  
STEP2

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 of the Grievance Process.**



**APPENDIX "C-3"**

**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 of the Grievance Process.**

**APPENDIX "C-4"**

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 of the Grievance Process.**

## APPENDIX "D"

### 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 2016-2020 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	GC-MS CONFIRMATION
	DETECTION LEVEL	DETECTION LEVEL
	<u>ng/ml*</u>	<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 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  
Warehouse  
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. 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 “E”

**Team Member Participants for 2020 Collective Bargaining Negotiations Between the City of Corpus Christi and the Corpus Christi Professional Firefighters’ Association**

**City Team Members**

Lilia K. Castro, Lead Negotiator  
Michael Rodriguez  
Eyvon McHaney  
Eddie Houlihan  
Dep. Chief Richie Quintero  
Asst. Chief Kenneth Erben  
Ramon Henderson

**City Alternate Team Members**

Gabriel Rodriguez  
Renatto Garcia  
Steve Viera  
Tracey Lawson  
Randy Paige  
Yvette Mendoza

**Association Team Members**

Johnny R. Stobbs, Lead Negotiator  
Steve Bowers  
John Mora  
Jason Cook  
Ronald Crabtree  
Anthony Keith  
Randy Smart

**Association Alternate Team Members**

Zach Cleveland  
Frank Silva  
Brendan Pierce  
Art Caceres