



## AGREEMENT

BETWEEN  
THE CITY OF CORPUS CHRISTI  
AND  
THE CORPUS CHRISTI FIREFIGHTERS'  
ASSOCIATION

AUGUST 1, 2003 THROUGH JULY 31, 2005

**AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI  
AND  
THE CORPUS CHRISTI FIREFIGHTERS' ASSOCIATION  
(August 1, 2003 through July 31, 2005)**

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## **PREAMBLE**

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

## **ARTICLE I** **DEFINITIONS**

1. "City" means the City of Corpus Christi.
2. "Union" means the International Association of Firefighters, Local Union 936.
3. "Employee" means any sworn, certified, fulltime paid employee who regularly serves in a professional fire fighting capacity. The Fire Chief and all civilian non-uniformed employees are excluded from receiving wages or benefits as provided under this contract, and therefore are not included within the definition of employee.
4. "Members" means any employee who is on the membership list of and pays dues to the Union.
5. "Supervisor" means any officer with the rank of Fire Captain or above.
6. "Civil Service Commission" means the Civil Service Commission of the City of Corpus Christi.
7. "Chief of the Department" means the Fire Chief of the City of Corpus Christi.
8. "City Manager" means the City Manager of the City of Corpus Christi.
9. "Chapter 143" means Chapter 143 of the Local Government Code, Vernon's Texas Codes Annotated, 1987. Article 5154c-1 shall mean "Chapter 174 Fire and Police Employee Relations" of the Vernon's Texas Codes Annotated, Local Government Code, Chapter 174.
10. "Firefighter Trainee" means an individual employed by the Fire Department who is attending the Fire Academy and who has not graduated.
11. "Fire academy" means all training necessary to prepare and certify firefighter trainees for employment as a firefighter, to include State firefighter certification, and initial State EMT, and Paramedic certification.

12. "Certified EMT" (Emergency Medical Technician) means a firefighter who has a current certification as an Emergency Medical Technician from the appropriate State agency, and who maintains a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
13. "EMT Certification" consists of a current certification as an Emergency Medical Technician from the appropriate State agency, and a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
14. "Certified Paramedic" means a firefighter who has a current certification as an Emergency Medical Technician-Paramedic, or a current license as a Licensed Paramedic, from the appropriate State agency and who maintains a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
15. "Paramedic Certification" consists of a current certification as an Emergency Medical Technician-Paramedic, or a current license as a Licensed Paramedic, from the appropriate State agency and a current authorization to function as a medical care provider by the Corpus Christi Fire Department's Medical Director.
16. "Probationary Period" shall be 18 months from the date of hire, unless a firefighter is unable to obtain initial paramedic certification within twelve months from the date of hire. If a firefighter fails to obtain paramedic certification within twelve months of date of hire, probation shall extend from date of hire until six (6) months after obtaining initial paramedic certification. Failure to obtain initial certification within eighteen (18) months from the date of hire shall result in termination as per Article IX Section 5.

**ARTICLE II**  
**RECOGNITION AND GENERAL PROVISIONS**

**Section 1. Recognitions.**

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

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

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

**Section 2. Amendments.**

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

**Section 3. Prevailing Rights.**

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

**Section 4. Rulings and Records of Civil Service Commission.**

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

**ARTICLE III**  
**NONDISCRIMINATION**

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

Specifically, the City will not:

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

Specifically, the Union will not:

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

**ARTICLE IV**  
**WORKING CONDITIONS**

**Section 1. Work Week and Duty Hours.**

- A. The regular work shift for fire fighting personnel assigned to fire suppression or emergency medical services duties shall be based upon a schedule of twenty four (24) hours on and forty eight (48) hours off for a yearly average of fifty four (54) hours per week. For purposes of overtime calculations under the Fair Labor Standards Act, the City shall utilize a twenty seven (27) day work cycle; sick leave, vacation and "Kelly Days" will not be considered as time worked for said overtime calculations.

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

**Section 2. Fire Prevention and Training Division Work Week.**

- A. The regular work week for personnel assigned to the Fire Prevention or Training Division shall be forty (40) hours per week. The regular weekly schedule will be four (4) ten (10) hour shifts per week. If the staffing level in the Fire Prevention Division falls to 50% or less of the required level for that activity, the Fire Chief, at his discretion, may alter the regular weekly schedule of the employees assigned to that activity. In the Training Division, the Fire Chief, at his 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.
- B. Employees assigned to the Fire Prevention or Training Division may elect, once each year and with the approval of the Fire Chief, to work a weekly schedule of five (5) eight (8) hour shifts. This election will continue in effect for a year, subject to alteration by the Fire Chief as provided in paragraph A above.
- C. Employees who work a weekly schedule of four (4) ten (10) hour shifts will accrue and use, on an annual basis, three (3) ten (10) hour personal leave days, as provided in Article IV, Section 7, and seven (7) ten (10) hour holidays. If the employee does not work a weekly schedule of four (4) ten (10) hour shifts

for an entire year, the personal leave and holiday hours accrued for that year shall be prorated accordingly.

**Section 3. Overtime.**

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

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

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

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

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

**Compliance Provision.**

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

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

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

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

**Section 4. Callbacks.**

The parties have agreed that the provisions of the current agreed Call back procedure, Corpus Christi Fire Department SOP, 101.09, shall remain in effect during the term of this agreement, until superceded by a new agreement, or upon agreement of the Association, and shall prevail and control over the provisions of this section, to the extent of any inconsistency with this section. The call-back provisions in this section are only applicable in situations where Firefighters are called back to duty to fulfill daily staffing levels of the stations and equipment, or for fire and medical emergencies. For the purpose of call backs of Firefighters assigned to twenty four (24) hour shifts, the department shall maintain one (1) call-back list for each twenty four (24) hour shift composed of all ranks except Assistant Chiefs. To be considered for daily staffing call-back, a Firefighter must have been on duty for a complete twenty four (24) hour shift immediately preceding the call-back. Firefighters will be called back in numerical order from the first position on the call-back list to the last position on the call-back list. Once an employee has been called back to duty, she/he shall be placed in the last numerical position on the call-back list. Firefighters who are on approved leave will not be considered for callback. Firefighters who are on sick leave will not be eligible for callbacks until reporting back to full duty.

A Firefighter re-assigned to another shift shall be added to the call-back list for that shift and placed in the same numerical position held on the call-back list before the reassignment. In the event that more than one such Firefighter is reassigned with the same numerical position on the call-back list, placement shall be by lot. A probationary Firefighter who has graduated from the Fire Academy will be placed at the bottom of the

call-back list for his or her assigned shift, provided that placement order at the bottom of the list shall be determined by lot.

For call-backs that require staffing by specific rank, certification, or qualifications, only Firefighters on the call-back list who possess the needed rank, certification, or qualifications shall be eligible for the call-back. Firefighters will not be called back to perform at a lower rank.

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

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

An updated call-back list will be provided to the Firefighter's Association on a weekly basis.

**Section 5. Illness.**

In the event of illness, the employee shall notify the Assistant Chief or Acting Assistant Chief on duty immediately when the employee knows he will be absent on account of illness. Any shift employee absent more than two (2) consecutive work shifts, and any forty (40) hour week employee absent more than three (3) consecutive calendar days, shall be required to furnish a certificate of a physician certifying to the illness of the employee. The Chief may at any time, by written request, call for a medical certificate if, in his judgment, he deems it appropriate for a just cause.

**Section 6. Holidays and Vacation.**

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

B. Vacation.

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

**Section 7. Personal Leave.**

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

1. The parties have bargained this provision to provide extra time off, without increasing call back overtime cost to the City.
2. Effective August 1, 2005, the City will agree to allow two (2) additional personal leave days (12 hours of leave equal one day) for a total of five (5) personal leave days in each fiscal year, provided that personal leave days **must be** taken as follows, rather than as currently taken in conjunction with vacation leave:

**For Suppression Shift Personnel: Three Shifts as follows:**

12 PL / 12 PL

12 PL / 12 PL

12 PL / 12 V

**For 40 Hour Schedule Personnel:**

40 hours of Personal Leave

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

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

**Section 8. Uniforms.**

- A. The City shall pay 100% of the cost of the original issue of uniforms to provide every uniformed employee with all required original issue items. The employee shall thereafter replace or repair said required clothing items.
- B. The City retains the right to establish the style and color of the official uniform and its insignia. If the City changes style and color of the uniform, and such changes cause the previous uniform to be obsolete, it shall pay 100% of the original cost.
- C. Original issue of uniforms, including patches, to each Firefighter shall be as follows:
  - (1) Firefighter trainee, two (2) Class "A" uniforms;
  - (2) One (1) belt and one (1) buckle;
  - (3) Six (6) Class "B" pants and six (6) T-shirts;
  - (4) One (1) sweatshirt; and
  - (5) One (1) Jacket.
- D. Shoes shall be at the expense of the individual Firefighter and made available through City warehouse prices and facilities.
- E. A clothing allowance of \$55.00 per month shall be provided to each Firefighter for the purposes of uniform cleaning and maintenance. Effective August 1, 2004, the clothing allowance shall increase to \$67.50 per month.
- F. Standards regarding the inspections, maintenance, and replacement of uniforms as well as, uniform specification shall be established by the Fire Chief subject to the provisions of this Contract.
- G. Commencing January 1, 2006, each Firefighter name, rank, and highest current EMS Certification shall be on all Firefighters shirts as per department policy. On or before January 1, 2006, the City shall provide each Firefighter on a one time basis three (3) T-shirts with the required identification. These shirts may also change in style and color however, the City shall have no obligation for the T-shirt uniform change, beyond furnishing the 3 T-shirts, (Paragraph B., above, notwithstanding). After January 1, 2006, former T-shirts shall be obsolete.

**Section 9. Mileage Allowance.**

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

**Section 10. Meals.**

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

**Section 11. Relief.**

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

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

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

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

**Section 13. Assignment Preference Forms.**

Firefighters may submit Station Assignment Preference Forms, provided by the City, which will be considered by the Fire Chief in making such assignments. Factors used in determining such assignments will include, but will not be limited to, the needs of the Fire

Department, the location of the preferred fire station, the residence of the individual, and the employee's seniority.

**Section 14. Reassignment from Fire Prevention.**

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

**Section 15. Station Assignment by Seniority.**

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

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

**Section 16. Employees Assigned to Specialized Training.**

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

**ARTICLE V**  
**WAGES**

**Section 1. Wages.**

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

**EFFECTIVE AUGUST 1, 2003 (2 ¼%)**

<b>Title</b>	<b>Start</b>	<b>Six mos</b>	<b>12mos</b>	<b>18mos</b>	<b>30mos</b>
Trainee	2317		2417		
Firefighter I	2960	3092		3234	3442
Firefighter II	3521	3591		3665	3745
Fire Captain	3977	4093		4210	4369
District Chief	4566	4775		4992	5218

**EFFECTIVE NOVEMBER 1, 2004 (2 ¼%)**

<b>Title</b>	<b>Start</b>	<b>Six mos</b>	<b>12mos</b>	<b>18mos</b>	<b>30mos</b>
Trainee	2369		2471		
Firefighter I	3027	3162		3307	3519
Firefighter II	3600	3672		3747	3829
Fire Captain	4066	4185		4305	4467
District Chief	4669	4882		5104	5335

**Section 2. Longevity Pay.**

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

**Section 3. Certification Pay.**

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

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

**Section 4. Assignment Pay.**

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

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

Effective August 1, 1998, Firefighters currently assigned and who continuously serve for greater than five (5) and less than ten (10) years of service as permanently assigned to EMS shall receive an additional \$50.00 assignment pay per month. For greater than ten (10) years of continuous service as permanently assigned to EMS, a Firefighter shall receive an additional \$50.00 assignment pay per month for a total of an additional \$100 per month as continuous assignment pay. Temporary reassignment pursuant to Article VI Section 6 shall not constitute a break in continuous service.

Individuals assigned to a forty (40) hour work week, other than employees assigned on temporary, special or limited duty, will receive the following:

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

**Section 5. Working Out-of-Classification.**

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

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

**Section 6. Education Incentive Pay.**

(1) Employees shall be eligible for educational incentive pay at the monthly rate of .70c per month for each academic semester hour satisfactorily completed provided that such hours are applicable toward a degree in Fire Science, Occupational Education with a specialization in Fire Science, Psychology, Public Administration or a Bachelor of Science in Nursing, or EMS related fields (hereafter referred to as compensable areas of study). In no event will more than \$49.70 per month be paid without successful completion of the requirements and the receipt of the Associate in Applied Science Degree in a compensable area of study. If the employee is attending an upper level college, he may meet this requirement by filing a copy of his certified degree plan with the Director of Human Resources, noting his expressed intent to obtain a Bachelor's Degree in one of the compensable areas of study. All Approved hours above the Associate Degree in a compensable area of study will be eligible for educational pay at this rate up to an additional \$37.10 per month or a combined total of \$86.80 per month. Successful completion of the requirements and receipt of a Bachelor's Degree in a compensable area of study will qualify the employee for a maximum of \$90.30 per month.

(2) Approved hours above the Bachelor's Degree applicable toward a Master's Degree in Fire Science, Occupational Education Administration or a Masters of Science in Nursing or EMS related field will be eligible for educational incentive pay at the same rate up to an additional \$14.00 per month. Successful completion of the Master's Degree one of these subject areas will qualify the employee for an additional \$11.20 per month for a maximum combined total of an additional \$25.20 per month on a Master's Degree.

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

(3) No probationary employee shall be eligible for educational incentive pay until after he has successfully passed his probationary period.

(4) Performance award and acting-out-of-classification pay under this Article shall not be considered as a component of salary or compensation for purposes of drag up pay or leave sell back or overtime by virtue of being moved to this Article from other articles in this or previous agreements, and no such change has been negotiated.

(5) Education incentive pay under this Article shall not be considered as a component of salary or compensation for purposes of drag up pay or leave sell back by virtue of being moved to this Article from other articles in this or previous agreements, and no such change has been negotiated.

**Section 7. Performance Award.**

Every November, each firefighter, excluding those on probationary status, shall receive a performance award in a lump sum payment of \$150.00, which amount will be increased to \$175.00 lump sum payment on a one time basis only for the payment in November 2005.

**Section 8. Salary of Deputy Chief and Assistant Chiefs.**

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

**Section 9. Pay Periods.**

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

**Section 10. Pay and Fiscal Certainty**

- A. The City and the Union agree that this agreement should set forth clearly and resolve any issues concerning the proper calculation of pay and other economic benefits. The City and the Union agree that the pay formulas in Attachment D & E of this Agreement reflect the correct standard for future payment.
- B. The Union agrees that the City's past pay practices are in compliance with the prior contract.

- C. All retroactive pay due for FY 03-04 and FY 04-05 under this Agreement will be paid using prior payroll payment practices.
- D. The City and the Union recognize that individual Association members have the right to assert a pay claim or grievance for past pay periods, subject to the City's legal and contractual defenses. However, it is also agreed that all pay claims which accrued and have not been filed by individual Association members prior to ratification of this Agreement shall be barred. This provides a reasonable opportunity for the assertion of any valid claims, and will allow the City Council to know the extent of any contingent liabilities when it takes action on this Agreement.
- E. The use and meaning of the terms "regular rate" and "regular rate of pay" in this Agreement pre-date the application of the FLSA to the employees under this agreement. It is agreed that the method of payment of overtime pay, drag up pay and vacation sell back shall be in accordance with this agreement. The parties agree that any contrary state law or local ordinance, including Texas Local Government Code Section 142.0015 is superceded.
- F. By the inclusion of FLSA terminology in this agreement, neither party waives exemptions, credits or entitlements which otherwise apply.
- G. It is further understood and agreed that the City is entitled to use and does use the partial exemption under the Fair Labor Standards Act, 29 U.S.C. 207(k) as per the ruling in Collins, et al v. City of Corpus Christi, Civil Action No. C-00-066, United States District Court for the Southern District of Texas, Corpus Christi Division. The parties also recognize that any release of FLSA claims must be in accordance with applicable law.

**ARTICLE VI**  
**EMERGENCY MEDICAL SERVICE**

**Section 1. Certification Requirement.**

All Firefighters hired after May, 1985, must be certified Paramedics within eighteen (18) months from date of employment and must maintain Paramedic certification for a minimum of eight (8) full years as a condition of employment. Failure to maintain said certification shall result in termination. Any time period without certification will not count towards the minimum eight (8) full years requirement. Any Firefighter who has not met the minimum eight (8) full years requirement as a certified Paramedic because of loss of certification shall be granted either twelve (12) calendar months from the date she/he lost certification or from December 7, 1999, or, if the Firefighter enrolls, attends, and completes

the next regionally available educational class that will assist him/her in regaining the Paramedic certification, ten (10) months from the date the class begins, whichever is longer, to regain Paramedic certification. If a Firefighter is unable to obtain Paramedic certification within the time granted, she/he will be terminated in accordance with Section 1 of this Article.

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

If a Firefighter carrying the rank of Firefighter II EMS has failed to maintain Paramedic certification, she/he will be temporarily reassigned to Firefighter I duties immediately upon loss of certification or on December 7, 1999, whichever occurs later. The Firefighter shall be granted ninety (90) calendar days from the date she/he lost certification or from December 7, 1999, whichever occurs later, to obtain certification. If at the end of this ninety (90) calendar-day period, the Firefighter has not obtained certification she/he will be demoted to the rank of Firefighter I. Any previous time in rank shall stand and the Firefighter shall be eligible for promotion to the rank of Firefighter II EMS after successfully completing the requirements of a certified Paramedic.

If a Firefighter hired before May, 1985, carrying the rank of Firefighter II EMS and who has an EMT certification, has failed to maintain that EMT certification, she/he will be temporarily reassigned to Firefighter I duties immediately upon loss of certification, or from December 7, 1999, whichever occurs later. The Firefighter shall be granted ninety (90) calendar days from the date she/he lost certification or from December 7, 1999, whichever occurs later, to obtain certification. If at the end of this ninety (90) calendar-day period, the Firefighter has not obtained certification she/he will be demoted to the rank of Firefighter I. Any previous time in rank shall stand and the Firefighter shall be eligible for promotion to the rank of Firefighter II EMS after successfully completing the requirements of a certified Paramedic.

The Fire Department will make available training materials or tutorial assistance up to, but not exceeding and equivalent of forty (40) hours, upon request of the Firefighter who has not met the recertification requirements. Such tutorial or training assistance shall be based upon the recommendations of the EMS training staff and the Fire Department's Medical Director. This tutorial or training assistance may require the Firefighter to be reassigned to a forty (40) hour work week to complete the training. The Department will assume no responsibility for time and expense incurred should the Firefighter desire training other than that offered by the Fire Department.

**Section 2. Service Requirement.**

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

**Section 3. Assistant EMS Director.**

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

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

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

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

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

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

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

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

**Section 6. EMT Certification After Promotion.**

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

**Section 7. Promotion to Firefighter II/Engineer or Captain.**

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

**ARTICLE VII**  
**UNION ACTIVITIES**

**Section 1. Payroll Deduction of Dues.**

- A. The Union shall supply the City with all necessary papers and information for payroll deduction of dues and assessments. Such dues or assessments will be deducted in the amount specifically authorized by the individual employee and in accordance with the bylaws of the Union.
- B. The City agrees to deduct dues upon receipt from the Union of a "Dues Deduction Card" voluntarily and individually authorized, signed, and dated by each member of the Union. This authorization shall remain in full force and effect for the term of this agreement or until terminated by either the employee or the Union. Such "Dues Deduction Card" is found in Appendix "A" and is incorporated by reference into this agreement. The City shall begin such deductions on the following pay period after receipt of the "Dues Deduction Card."
- C. The City agrees to deduct special assessments upon receipt from the Union of a "Special Assessment Deduction Card" which is found in Appendix "B" and is incorporated by reference into this agreement. The City shall deduct such special

assessment on the following pay period after receipt of the "Special Assessment Deduction Card." The Union agrees to defray the City's Administrative cost for such special assessment in the amount of \$50 per special assessment, to be invoiced by the City.

- D. At any time a member of the Union desires to withdraw his membership, he may voluntarily and individually do so. Such action will be initiated through a "Termination of Dues Deduction Card" voluntarily and individually signed by the member of the Union and furnished by the City. Such "Termination of Dues Deduction Card" is found in Appendix "C" and is incorporated by reference into this agreement. The City shall terminate deduction of such dues on the following pay period after receipt of the "Termination of Dues Deduction Card." A copy of the Termination of Dues Deduction Card will be forwarded to the Union's Secretary-Treasurer.
- E. The City will be obligated to remit to the Union only those sums deducted as dues and assessments from the Union member's paycheck and will not be liable for damages to the Union, any individual employee; or other person for failure to deduct any authorized sum for any reason.

**Section 2. Negotiating Team.**

Four (4) members of the Union negotiating team (or a number equal to the size of the City's negotiating team, if larger) shall be allowed time off with pay in order to attend negotiating meetings mutually set by the employer and the Union when such meetings occur during the regularly scheduled working time of the employees.

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

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

**Section 3. Union Activities.**

The Union may schedule small committee meetings pertinent to Union business on Fire Department property insofar as such meetings are not disruptive of the duties of the employees, or the efficient operation of the Fire Department, provided however, that permission for such meeting shall be obtained in advance from the Fire Chief or his

designated representative. Union members or employees may conduct voluntary fund raising activities during working time, at their work location so long as the conduct of such business does not interfere with their duties as employees and advance permission of the Fire Chief for such volunteer work has been sought by the sponsoring organization, and granted, and the Chief has given permission to the Union for such activity.

**Section 4. President's Time Off.**

In December of each year, the Association President may choose to be relieved of duty for the following year to perform Association duties. Written notice of the Association President's intent must be sent to the Fire Chief by the 20th of December. On August 1 of each year, if the Association President has chosen to be relieved of duty, each member of the bargaining unit shall contribute four (4) hours of personal leave to offset the Association President's base pay. The City shall continue to pay all benefits the Association President is entitled to receive. The period during which the Association President is relieved of duty shall not constitute a break in service. In the event of an emergency, the Chief may order the Association President to report for duty as assigned by the Chief.

**Section 5. Other Union Functions.**

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

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

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

**Section 6. City Facilities.**

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

**Section 7. Access.**

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

**Section 8. Orientation.**

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

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

**Section 9. Action Outside City Limits.**

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

**Section 10. Notification of Promotion.**

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

**Section 11. Parties to Select Their Own Representatives.**

Both the City and the Union shall be entitled to select persons to represent them as members of the negotiating team, and to represent them on grievance and arbitration matters and in other proceedings; provided, however, that the City shall not select any

employee of the Fire Department holding a rank below Assistant Chief, and the Union shall not select any employee of the Fire Department holding a rank above District Chief.

**Section 12. Contract Administration.**

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

Training and informational sessions for all employees will be conducted jointly by the City and the Union. Attendance at such training will be mandatory and if such sessions are scheduled at the time when the employee would otherwise be off duty, the employee shall be considered called back on duty to attend such session.

**ARTICLE VIII**  
**MANAGEMENT RIGHTS**

**Section 1. Management Functions.**

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

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

The City reserves the right to use civilians in the Fire Department to perform duties which do not require a certified Firefighter. The scope of such duties may include EMS administration, communications, informational systems, records, clerical support, and maintenance. Civilians performing such duties are not subject to the terms of this agreement. The City will be allowed a reasonable time to train civilians to assume these duties.

**Section 2. Rules and Regulations.**

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

**Section 3. Noninterference With Personal Lives.**

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

**ARTICLE IX**  
**EMPLOYEE SELECTION AND PROMOTION**

**Section 1. Orientation for Firefighter II Drivers and Captains.**

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

**Section 2. Promotional Examinations for Firefighter II's and Captains.**

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

promotion to Firefighter II/Engineer or Captain. Only those Firefighters with paramedic certification will be eligible to take the Firefighter II Assigned Emergency Medical Service exam and be promoted accordingly. The Firefighter II Assigned Emergency Medical Service roster shall be used for Emergency Medical Services only.

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

Before becoming eligible to take the promotional examination for the classification of Captain, all Firefighter II's (hired after May, 1985) must be certified paramedics. Once promoted to the classification of Captain, said employees must maintain the paramedic certification for one (1) additional required re-certification or, four (4) years, whichever is longer. Failure to maintain said certification shall be grounds for disciplinary action up to and including demotion or indefinite suspension.

All Firefighters hired prior to May 1985, who have ever served as Firefighter II for more than two (2) consecutive years and who have not terminated their employment with this department at any time, will be eligible to take the Captain promotional examination without the paramedic certification requirement.

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

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

**Section 5. Probationary Period for New Employees.**

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

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

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

**Section 6. Corrections to Entrance or Promotional Examination Questions.**

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

**Section 7. Posting and Administration of Promotional Examinations.**

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

**Section 8. Administration of Entrance Examination.**

Entrance examinations may be administered at any time to qualified groups or individual applicants consistent with public posting requirements of Chapter 143. All applicants passing the written examination, oral examination, psychological examination, medical

examination, strength and endurance examination, and any other exams deemed necessary by the Chief shall be ranked upon the eligibility list for Firefighter Trainee based upon composite scores posted simultaneously. Such eligibility list shall be valid for a period of twelve (12) continuous calendar months from the date of original posting. Applicants who fail will be required to wait one (1) year before taking the test again.

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

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

A. Written Examination.

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

B. Assessment Center.

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

At least two (2) of the Fire Administrators must be from outside the state of Texas. All Assessors shall be chosen by the Director of Human Resources. Both the Chief and the Association President or his/her representative must approve the selections and must keep the list confidential. The Association member appointed to approve the list must not be a candidate for the promotional exam for which the list of assessors has been developed. If any individual on the list is not approved, a reason for the failure to approve and an

alternate name must be submitted to the Director of Human Resources within five (5) days. No more than two (2) names can be struck from the list by either the Chief or the Association.

- (2) The Assessment Center Examination date will be posted on the same day the written test announcement is posted. A brief explanation of the center exercises shall be posted at least three (3) days prior to the written test. Assessors shall be trained for a minimum of eight (8) hours in the methods to be used in administering the test. All candidates will be given the opportunity to attend a classroom orientation concerning the assessment center process. The orientation will include general information concerning the exercises they will be taking during the assessment process. The assessment center process shall include at least three (3) exercises.
- (3) Feedback shall be provided to each candidate in a "feedback" session by the assessment center coordinators. The purpose of this session will be to provide each candidate with his score, what areas he excelled in, what areas he did poorly in, and what he might do to improve his performance in the future.
- (4) The results of the Assessment Center examination shall be binding for one (1) year and, with the exception of fraud, shall not be appealable to the Civil Service Commission or to arbitration.

C. Eligibility Lists.

- (1) Within forty eight (48) hours, excluding weekends and holidays, of the conclusion of the entire assessment center process an eligibility list shall be prepared and posted. Each eligibility list shall reflect the ranking of all applicants based on the following weights:
  - (a) Written examination scores ..... 40%
  - (b) Assessment Center Board examination score ... 60%100%

Plus one point for each year of service in  
the department up to a maximum of ten points ..... 10 points  
110 points

- (2) Such eligibility list shall be valid for a period of twelve (12) continuous months from the date of final posting or until the list is exhausted.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

**Section 1. Scope of Grievance Procedure.**

Any disputes or grievances which may arise between the City and the Union or an individual employee shall be resolved as provided in the following grievance procedure, excepting only those disputes remaining within the jurisdiction of the Civil Service Commission as created by Chapter 143 or Article XI of this contract.

**Section 2. Right to Present Grievance; Union Representation.**

Any employee may present a grievance to the City on a form provided by the City and such grievance will be processed in accordance with the grievance procedure outlined herein. When requested by the employee and agreed to by the Union, the Union may represent and act for the aggrieved employee at all levels of the grievance procedure.

Class Action Grievances. Grievances affecting two (2) or more members of the bargaining unit shall also be processed in accordance with the procedure outlined herein.

**Section 3. Procedure for Handling Grievances.**

**Step 1.**

Within ten (10) calendar days of the incident giving rise to the grievance or within ten (10) calendar days of constructive knowledge of the event the employee shall file a written grievance with the Fire Chief. The written grievance shall be filed on the Grievance Form provided by the City and shall contain the following information:

- (1) A statement of the grievance and the facts upon which it is based;
- (2) Shall point out the provisions of the agreement considered applicable or alleged to have been violated, if any; and where prevailing rights or a past practice is a basis of the grievance, the specific right or practice must be identified;
- (3) Shall state the remedy or adjustment sought; and
- (4) Shall be signed by the aggrieved employee.

The Fire Chief or Deputy Chief shall meet with the employee, discuss the grievance, and shall respond in writing within ten (10) calendar days after receiving the grievance. The written response at this step, and the management responses at all steps thereafter, shall contain the following information:

- (1) An acceptance or rejection of the facts upon which the grievance is based;
- (2) An explanation of the provisions of the agreement considered applicable;
- (3) A statement of the remedy or adjustment, if any, to be made;
- (4) The signature of the appropriate management representative.

**Step 2.**

If the Fire Chief response at Step 1 is rejected, the grievance shall be submitted to the Union Grievance Committee within ten (10) calendar days of the Chief's response. If the Union Grievance Committee decides that no grievance exists or that the Fire Chief's response is satisfactory, no further action is required and the Fire Chief's response shall be final and binding. If the Union Grievance Committee decides that a grievance does exist and the response is unsatisfactory, it shall, within ten (10) calendar days of receiving the grievance, forward the grievance to the City Manager at Step 3.

**Step 3.**

If the grievance is submitted to Step 3, the City Manager shall meet with the employee to discuss the grievance and shall make a response within twenty five (25) calendar days following the receipt of the grievance from the Union Grievance Committee.

**Section 4. Arbitration of Grievance.**

- A. If the grievance has not been resolved at Step 3, the Union may request that the grievance be submitted to arbitration within ten (10) days after receiving the City Manager's response.
- B. Mandatory arbitration: Upon request by the Union, arbitration is mandatory on the part of the City with regard to those grievances or disputes involving the application, interpretation and enforcement of the terms of this agreement and which are limited to incidents involving individual employees or employee groups rather than matters affecting the entire bargaining unit as a whole. The refusal to submit a dispute to arbitration where arbitration is made mandatory by this section, shall be deemed an action or omission pertaining to the rights, duties, and obligations provided by The Fire and Police Employee Relations Act (the "Act") and the parties requesting arbitration shall be entitled to the remedies allowed by Section 174.251 of the Act, subject to judicial determination.
- C. Voluntary Arbitration: Any other disputes, including contract interpretations on application as they might possibly or otherwise affect the bargaining unit as a whole, may be submitted to voluntary arbitration only upon the mutual agreement of the City and the Union.
- D. Arbitration Procedure: Within ten (10) business days after a request for mandatory arbitration or an agreement for voluntary arbitration, the City and the Union shall meet to begin the arbitration procedures provided herein.

(1) Expedited or Conventional Arbitration:

Upon agreement between the City and the Union, such arbitration shall be conducted according to the expedited labor arbitration rules of the American Arbitration Association (AAA). In absence of such an agreement, the arbitration shall be conducted according to the conventional Voluntary Labor Arbitration Rules of the AAA. Provided, however in case of conflict between AAA rules and this contract, the contract shall control.

(2) Choosing The Arbitrator:

A list of seven (7) qualified neutrals shall be requested immediately from the American Arbitration Association. Within five (5) business days after receipt of the list, the Union and the City shall alternately strike names from the list and the last remaining name shall be the arbitrator.

(3) Various Rules Applicable to Arbitration Proceedings:

(a) The hearing on the arbitration shall be informal and the strict rules of evidence or pleadings shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the applicable provisions of this agreement in arriving at a decision on the issue or issues presented but shall confine his decision to the interpretation, application or enforcement of this agreement as applicable to the facts and circumstances presented. The arbitrator shall confine himself to the issues submitted for arbitration, and shall have no authority to determine any issue not submitted to him. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union and the City, subject to judicial review as provided by Section 174.253 of the Texas Local Government Code.

(b) The parties, during arbitration hearings, shall have the following rights: to exchange the names of witnesses to be called and the nature of their testimony prior to the hearings; to require the arbitrator to subpoena witnesses; to be represented by legal counsel; to present evidence, testify and argue the evidence; to confront and crossexamine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence); to have discovery appropriate to the nature of the case prior to hearing, subject to rules of discovery in Texas civil cases. Judicial rules of evidence need not be strictly followed; witnesses may be placed under the rule, and all hearings shall be public unless otherwise agreed by the affected parties. The rules of the American Arbitration Association shall govern the conduct of hearings except where in conflict with this contract. The arbitrator

shall render a decision in writing setting forth the reasons for his decision. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case without giving all parties notice and the opportunity to attend. Arbitration hearings may be continued or recessed by the arbitrator in the interest of justice or when mutually agreed by the parties.

- (c) It is hereby agreed that witness fees shall not be considered as arbitration fees or expenses, and arrangements to compensate witnesses, whether such witnesses be firefighters or not, shall be made by the party calling the witnesses, and neither party shall be required to pay for witnesses of the other party. All such hours which are over the regular scheduled work week will be paid at the rate of time and a half. Provided, however that nothing herein shall require the grievant or the Union to compensate witnesses called by them.
- (d) Nothing in this agreement shall prevent the Association from charging non-members a reasonable fee and expenses for representation, in accordance with its by-laws and other applicable law.

**Section 5. Payment while Participating in Grievance and Arbitration Procedures.**

Union officials and members participating in the grievance and arbitration procedure in an official capacity shall receive full pay while performing the duties required under the previous sections. This shall include the Union representative of the aggrieved employee at Steps 1 through 3 and the Union President and Chairman of the Union grievance committee and such other Union officials equal in number to the size of the City's arbitration team, if more than two (2), excluding legal counsel.

**Section 6. Appeals From Promotional Bypass.**

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

**ARTICLE XI**  
**APPEALS FROM DISCIPLINARY ACTIONS**

A. Notwithstanding the provisions of Chapter 143 of the Local Government Code or any other provisions of this contract, the Chief shall have the authority to suspend an employee for a period of time not more than thirty (30) calendar days with said suspension subject to appeal. Appeals by an employee from a demotion, temporary suspension, or indefinite suspension under Chapter 143 shall be determined by the arbitration procedure provided herein, rather than by the Civil Service Commission.

B. Disciplinary action may be taken against a Firefighter within six (6) months of the discovery by the Chief of conduct by the Firefighter which would constitute a felony and not thereafter. Provided that such limitation shall not prevent disciplinary action against a Firefighter based upon his conviction for any such crime notwithstanding that discovery of the conduct on which the conviction is based occurred more than six (6) months before the disciplinary action. Provided further that no disciplinary action may be taken for conduct on which the criminal statute of limitations has run, regardless of the date of discovery.

C. Prior to any such disciplinary action, the employee shall be given written notice of contemplated disciplinary action, stating the action or actions contemplated and the reasons therefore, and notifying the employee that he may rebut the charges to the Chief, either orally or in writing, within a reasonable time, which time shall be stated in the notice.

D. After the notice and opportunity for rebuttal provided in the preceding paragraph, the Chief may demote, suspend or terminate an employee by personal service on the employee of a written statement of charges. If the Chief should be unable to secure personal service after due diligence, service may be made by mailing it to the employee by certified mail, return receipt requested, in the mail addressed to the employee's last known address, along with delivery of the statement to the Association. Proof of such service shall be sufficient to support any disciplinary action.

E. A copy of such statement, along with a copy of the notice of contemplated disciplinary action, shall be promptly filed with the Director of Human Resources of the City.

F. The written statement shall point out the particular rule or rules alleged to have been violated by the employee and the specific act or acts alleged to be in violation. Said statement shall inform the employee that he has ten (10) days after receipt thereof to file a written appeal with the Director of Human Resources. If alternate service is had as provided herein, the employee shall then have ten (10) days from service upon the Association.

G. Appeal from suspension, termination or demotion shall be decided by one (1) arbitrator, selected according to this contract.

H. Upon receiving an appeal from an employee, the Director shall act immediately to notify the Association and the Chief of the appeal to arbitration. The employee and the City (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within ten (10) days after the appeal is filed, the Director shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association. The parties may mutually agree on one (1) of the seven (7) neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) working days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his selection.

I. The hearing shall be commenced within such reasonable time as the arbitrator selected can be scheduled. If the arbitrator selected cannot commence the hearing within sixty (60) days from his selection, either party may within two (2) days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make an award within thirty (30) days of the close of evidence in conventional arbitration hearings. Post hearing briefs shall only be permitted in conventional arbitration hearings, and must be mailed to the arbitrator within seven (7) days of the close of evidence at the hearing.

J. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.

K. The award of the arbitrator shall state which particular factual charges he finds to be true, if any, and the particular rules he finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the discipline imposed is upheld, or whether some lesser discipline is substituted. An employee shall be entitled to recover backpay for any part of a suspension not upheld by the arbitrator.

L. The following rules shall govern the conduct of hearings under this section, and of certain preliminary matters:

- (1) Upon request of either party addressed to the opposing party at least two (2) days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.
- (2) The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the Director of Human Resources shall issue subpoenas requested by the parties in the name of their arbitrator. A party may apply to the arbitrator to quash a subpoena so issued.
- (3) In all hearings under this section, the burden of proof shall be upon the City.
- (4) The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) days of the request, the request, shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery as appropriate to the nature of the case, subject to rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be permitted to delay the hearing, and in no event shall discovery be requested within three (3) days prior to the hearing.
- (5) All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
- (6) Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.

M. The Arbitrator shall have all powers vested in the Commission under Chapter 143, and the Commission Rules, with respect to suspensions, terminations, and demotions, except the power to amend such rules.

N. Any notice or statement required to be filed by the Fire Chief or the employee in a disciplinary proceeding under Chapter 143, under Commission Rules, or under this contract, shall be filed with the Director of Human Resources of the City.

O. With respect to terminations, temporary suspensions, and demotions, the employee shall have such right to appeal the arbitrator's decision to district court as he is given in Chapter 143 to appeal the Commission's decision, and no greater right.

P. Unless otherwise provided in this contract, in cases of conflict, the provisions of this contract will control over Chapter 143, Civil Service Commission Rules, and American Arbitration Association Rules; and Chapter 143 and Civil Service rules promulgated pursuant to it shall control over American Arbitration Association rules.

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

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

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

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

**ARTICLE XII**  
**HEALTH & WELFARE**

**Section 1. Labor-Management Committee.**

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

**Section 2. Identification Cards.**

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

**Section 3. Health Insurance and Life Premiums.**

A. The City agrees to provide one or more group health plans for firefighters.

- (1) Effective September 1, 1994, no employee covered by CitiCare Fire may select health insurance coverage of any other plan offered by the City. Employees covered by Humana or Plan II may select coverage under CitiCare Fire during open-enrollment.
- (2) Bi-weekly premium costs for CitiCare Fire as of August 1, 2004 are as follows:

	Employee Cost	City Cost
Employee	\$34.94	\$97.53
Employee & Spouse	\$115.01	\$177.59
Employee & Children	\$98.63	\$161.22
Employee & Family	\$164.43	\$227.01

When the Benefits Manager for the City, applying reasonable and prudent fund-management principles, determines that an increase in premiums is necessary resulting from a comparison of premium revenues versus insurance claim costs and projections, the increase in premium costs shall be shared on an equal basis by the City and employees (50% City - 50% employee). Premium increases for CitiCare Fire will be based exclusively on the performance of CitiCare Fire as a separate group. No increase in premiums shall take effect until the Union is notified in person and in writing. A minimum of thirty (30) days notification of the pending increase and the reasons for the increase shall be given. City records documenting the need for the increase will be made available to the Union in a reasonable and timely manner upon request.

- (3) The City retains the right to negotiate with medical providers for benefits and coverage under CitiCare. The City agrees that the Firefighters under CitiCare Fire shall be able to utilize the preferred provider program negotiated by the City for CitiCare at the rates negotiated, with coverage provided in the CitiCare program as revised from time to time. Firefighters covered by CitiCare Fire shall have the following deductibles, co-pays and maximums:

- A. \$100.00 individual annual deductible (\$300.00 maximum per family).
- B. 85% (City) - 15% (employee) co-pay after the deductible is met for services provided by CitiCare's preferred provider.

- C. 80% (City) - 20% (employee) co-pay for services provided outside the CitiCare network in an emergency situation or services provided outside the network as the result of referral by a CitiCare provider.
- D. 70% (City) - 30% (employee) for services provided outside CitiCare's preferred provider net-work system other than those in Section C.
- E. \$525.00 annual out-of-pocket maximum per employee or dependent \$1,575.00 per family (exclusive of the deductible amounts, subject to the lifetime maximum benefit in the CitiCare Fire Plan)

(4) The City retains the right to withdraw from the Humana Health Plan.

B. Retiree Health Insurance Coverage

- (1) Employees who retire under 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 shall, along with their previously participating spouses, and otherwise eligible dependents, be eligible to continue participating in the city's group health insurance Public Safety CitiCare. The Union recognizes that the premium cost of such continued coverage for retired or disabled firefighters and dependents exceeds the premium cost of identical coverage for active employees. The premium cost for such former employees, their spouse and dependents shall be the responsibility of the former employee. Coverage shall remain in force for said former employee while paid.
- (2) Coverage shall remain in force for a spouse of such former employee while paid except as follows: The spouses' rights shall continue after the employee's death, but shall terminate upon divorce or remarriage.
- (3) Coverage shall remain in force for a dependent of such former employee, while paid, until such dependent becomes ineligible due to age or marriage as defined by the plan offered.
- (4) Such former employees, spouses or dependants age sixty five (65) or over or otherwise eligible for Medicare are required to participate in Medicare A & B in order to remain eligible for coverage.

C. The City agrees to pay to the Union a contribution equal to \$15.00 month per employee, which the Union agrees to use for supplemental insurance programs for active or retired Firefighters. In addition, the City shall pay to the Union August 1, 1995, and each August 1 thereafter \$75,802 for the Corpus Christi Firefighters Health and Benefit Trust. Effective August 1, 1998, the \$15.00 per month contribution per employee shall increase to \$30.00. Effective upon execution of this agreement, the City shall contribute a one time

lump sum payment of \$13,000.00 to the Union for use for supplemental dental insurance programs for active or retired employees.

D. The City shall provide basic life insurance coverage for each Firefighter equal to the Firefighter's annual salary.

**Section 4. Disability.**

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

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

A disability shall be defined as a physical injury or illness which prevents an officer from fully performing the duties of the position to which he was assigned at the time his disability commenced. A "permanent disability" is an injury or illness which disables a Firefighter to the extent that it cannot be said in reasonable medical probability that he will be able to return to full duties within one (1) calendar year from the date that the Fire Chief determines in writing that the disability is permanent. Upon termination for permanent disability which is nonjob related, the Firefighter shall be entitled to a lump sum payment for all his accumulated sick leave, and for accumulated vacation leave not in excess of the limit established by Article XII, Section 5 of this Agreement. Upon termination for permanent disability which is jobrelated, the Firefighter shall be entitled to a lump sum payment for any injury leave he may have remaining out of the one (1) year provided in Chapter 143, Section 143.073, all accumulated sick leave, and for accumulated vacation leave not in excess of the limit established by Article XII, Section 8 of this Agreement. All such payments shall be calculated and compensated as of the date the employee is determined to be permanently disabled and shall not include additional accrual of sick leave, vacation, or holidays beyond that date. The procedure for determining the permanent disability shall be as follows: In the event the Chief determines after consultation with the City designated Physician that a Firefighter is permanently unable to perform his or her job duties, he may institute immediate termination or retirement whichever, is applicable.

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

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

**Section 5. Sick Leave and Retirement Pool.**

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

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

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

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

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

D. The parties agree that the payment of accrued sick leave as provided by state law and this contract shall be based only on base salary, longevity pay, certification pay, and assignment pay as per current payroll practice which is in compliance with state law and not in violation of this agreement and prior collective bargaining agreements. This provision will prevail over the provisions of the Texas Local Government Code Section 143.045. Appendix E sets forth the pay methodology for eligible accrued sick leave.

**Section 6. Toxicology Reports.**

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

**Section 7. Mandatory Drug Testing.**

The City and the Union mutually agree that Firefighters may be called upon in hazardous situations without warning, and that it is imperative to the interest of Firefighters and the public to assure that Firefighters are not substance-impaired. In order to further their mutual interest in protecting Firefighters and the public, the City and the Union agree to testing, as described in the Fire Department Drug Policy attached hereto as Attachment "1". The City Manager, Fire Chief and Director of Human Resources shall be included in the testing process. The fair and impartial statistical basis (in which each firefighter has an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested promptly upon being selected by the computer. No group (as defined by the Fire Department Drug Policy) shall be tested more than once in a six (6) month period.

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

The sample for testing shall be a split sample. The test shall be a Fire Department five (5) panel test as set out in the Drug Policy and shall be sent to N.I.D.A. Certified Laboratory for testing. No changes can be made to the language dealing with the provisions of the Corpus Christi Fire Department's Alcohol and Drug Policy without agreement by both the City and the Union.

**Section 8. Accrual of Vacation Days.**

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

The City retains the current practice of permitting Firefighters to sell one (1) day of vacation for each day of vacation taken to a maximum of five (5) days per year. Firefighters can sell back only such vacation leave in excess of thirty (30) days accrued vacation leave pursuant to this provision. However, effective August 1, 1998, each Firefighter may sell back to the City two (2) days of vacation leave for each day of vacation leave taken during the year not to exceed a total of ten (10) days. For purposes of this Agreement, a Firefighter working a twenty four (24) hour shift shall be permitted to sell twelve (12) hours of accrued vacation leave per day not to exceed one hundred and twenty (120) hours (10 days times 12 hours) per year. All other Firefighters working forty (40) hours per workweek (regardless if on a 4-10 schedule or 5-8 schedule) shall be allowed to sell back eighty (80) hours. Appendix E sets forth the pay methodology for eligible vacation sell back.

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

**ARTICLE XIII**  
**LEGAL PROCEDURES**

**Section 1. Legal Defense.**

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

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

**ARTICLE XIV**  
**ASSOCIATION HEALTH AND BENEFIT TRUST**

**Section 1. Trust Creation.**

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

**Section 2. Indemnification.**

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

**ARTICLE XV**  
**IMPASSE PROCEDURES**

**PART I**

Negotiations for a new contract shall commence in accordance with The Fire and Police Employee Relations Act (the "Act") and Article VII, Section 2 of this contract. If impasse should be reached as defined in Section 174.152 of the "Act", either party may request mediation, and if mutually agreed upon, the parties shall immediately proceed to choose one mediator as provided herein. The function and powers of mediator shall be as specified in Section 174.151 of the "Act". The mediation shall extend for fourteen (14) calendar days. If no agreement is reached through mediation, upon request of either party, the parties shall submit the dispute to one Factfinder. The selection of the mediator and the Factfinder shall occur as follows. When either party requests mediation or factfinding, the parties may agree to choose any mediator or Factfinder or method of choosing same. If no agreement occurs within five (5) days from the request, the parties shall request a list of seven (7) neutrals from the American Arbitration Association (AAA). Upon receiving the list, the parties shall select the mediator or Factfinder by alternately striking names. The request to AAA shall state the dates on which the neutrals must be available. The mediator and the Factfinder shall be selected within five (5) days after receipt of the list from the AAA. The fee and expenses of the mediator and the Factfinder shall be split equally between the City and the Union. All other expenses, including witness fees, shall be paid by the party incurring the expense or calling the witness. By agreement, the parties may submit any issue or issues to the Factfinders. If no such agreement is reached, then each party shall be entitled to submit two proposals to the Factfinder, each proposal on one (1) distinct topic. For example, each of these constitute

a distinct topic: salary, dependent health insurance coverage, promotional procedures, political activities. Each party may submit its two (2) proposals, and its alternatives to the other party's proposals.

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

In making the findings of fact and recommendations, the Factfinder shall consider the following evidence submitted to him by the parties or obtained at his direction; the overall compensation in the current contract including direct salary and fringe benefits; the income available to the City and demands on that income; a comparison of wages, hours, and conditions of employment of Corpus Christi Firefighters with the wages, hours, and conditions of employment of other public and private employees performing similar services and with other employees generally in public and private employment in comparable communities and in Corpus Christi; the hazards of employment, physical, educational, and mental qualifications, job training and skills required of a Corpus Christi Firefighter; the cost of living in Corpus Christi relative to other communities; the rate of increase in the cost of living for the preceding twelve (12) month period using localized data to the fullest extent feasible; and any current national or state policies or guidelines with respect to compensation. Provided, however, that in weighing evidence the wages, hours, and conditions of employment of workers other than Corpus Christi Firefighters, offered as a comparison, the Factfinder will determine the comparability of such other workers without regard to whether or not they engage in collective bargaining with their employers.

## **PART II**

In light of the availability of factfinding as a means of impasse resolution, as provided above in Part I of this Article, the parties agree that binding arbitration is not necessary for the resolution of impasse. Consequently, the parties agree that neither will request the submission of unresolved issues to arbitration under the "Act", or any other statute, City Charter provision, or ordinance; any such request shall be void and ineffective. Additionally,

the Union withdraws its support of any proposed Charter amendment that would provide for compulsory binding arbitration in the event of impasse. Specifically, the Union makes the following promises:

- (1) It will not bring any legal action seeking to force an election on such a proposed Charter amendment or seek enforcement of any court order requiring such an election on compulsory binding arbitration;
- (2) It will not circulate a petition before July 31, 1983, calling for an election on such a proposed Charter amendment on compulsory binding arbitration;
- (3) It will not aid or encourage any person to do any of the acts described above in subparagraphs (1) and (2) of this Part II;
- (4) It pledges its cooperation and the cooperation of its members in aiding the City's attempts, if any, to effect a withdrawal of the writ of mandamus issued in *International Association of Firefighters, et al. v. Luther Jones, et al.*, Cause No 79-2968-E, 148th District Court, Nueces County, Texas. This cooperation shall include, but shall not be limited to, the joinder of the Union, and of its members who are plaintiffs in the above-captioned lawsuit, in a Motion to Vacate Writ of Mandamus, or similar pleading;
- (5) If a Charter amendment election is ultimately held before July 31, 1983, on a proposed amendment that would provide for compulsory binding arbitration, the Union will not lend its support, public or otherwise, to the passage of such proposed amendment on compulsory binding arbitration. The parties agree that each of the above promises of the Union is in consideration of the City's agreement to factfinding as a means of impasse resolution. If the Union breaches any of the promises, the City may, in addition to its other remedies, declare Part I of this Article null and void and be relieved thereafter from any duty to comply with it. The above promises of the Union are cumulative, compliance with one or more of them will not relieve the Union of the duty to perform the remaining promises. Likewise, unenforceability of any of the promises or impossibility of performing any of the promises whether due to the legal invalidity or other cause will not relieve the Union of the duty to perform the remaining promises.

**ARTICLE XVI**  
**DURATION AND CONCLUDING PROVISIONS**

**Section 1. Duration.**

This agreement shall be effective as of date of signing and shall remain in full force and effect until July 31, 2005, and thereafter until superseded by a new contract.

**Section 2. Severability.**

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

**Section 3. Conflict with Civil Service Statute.**

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

**Section 4. Copies of Agreement.**

The City shall provide sufficient copies of this agreement, without alteration, so that every employee covered herein shall have a copy. The City shall be responsible for the distribution of the copies of this agreement to members of the bargaining unit.

**CONCLUDING PROVISION**

IN WITNESS WHEREOF, we have executed this agreement this 13 day of July, 2005.

CITY OF CORPUS CHRISTI

CORPUS CHRISTI FIREFIGHTERS  
ASSOCIATION LOCAL UNION 936

[Signature]  
George "Skip" Noe, CITY MANAGER

[Signature]  
Carlos Torres, PRESIDENT

Negotiating Team Members  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
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Negotiating Team Members  
[Signature]  
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[Signature]  
[Signature]

[Signature]  
Armando Chapa, CITY SECRETARY  
13<sup>th</sup> day of July, 2005

M2005-190 AUTHORIZED  
BY COUNCIL 6/14/2005  
AC  
SECRETARY M

APPROVED:

[Signature]  
Mary Kay Fischer, CITY ATTORNEY  
13<sup>th</sup> day of July, 2005

## **Attachment 1**

### **Fire Department's Alcohol and Drug Policy**

A. **INTRODUCTION**

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

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

B. **EFFECTIVE DATE AND EMPLOYEES COVERED.**

The amendments provided by this policy become effective upon execution of the 1997-2000 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 trainees 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 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.
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.

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.

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 under:
    - (i) reasonable suspicion if the actions or behaviors resulting in the test occurred while on duty, on City property, in a City vehicle or on break time;
    - (ii) post-accident; or
    - (iii) mandatory if the firefighter does not come forward and agree to enter a rehabilitation program and an agreement to periodic testing without prior notice, before the results of the drug test are verbally given to the City by the Medical Review Officer (MRO).
2. Any firefighter who violates any other provisions of this policy shall be disciplined up to and including termination.

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.

<b>DRUG GROUP</b>	<b>EMIT SCREEN DETECTION LEVEL ng/ml*</b>	<b>GC-MS CONFIRMATION DETECTION LEVEL ng/ml*</b>
Amphetamine	1,000	500
Cocaine Metabolites	300	150
Marijuana	100	15
Metabolites	300	300
Opiate Metabolites	25	25
Phencyclidine	any trace	any trace

\*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 who, while operating a City vehicle, is involved in an accident involving a fatality, serious bodily injury or substantial damage to property, shall be subject to drug and alcohol testing. The decision to order such testing shall be made by the Fire Chief. The test shall be performed as soon as possible at the order of the Fire Chief.
3. Reasonable Suspicion: If individualized reasonable suspicion exists that any firefighter has used or possessed an illegal drug or unauthorized controlled substance or has violated the alcohol-related provisions of this policy, the Chief may order the firefighter to submit a urine and/or blood specimen for alcohol and/or drug testing.
4. Random Testing: The Fire Department shall be divided into 45 groups consisting of the following work sites or groups:

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

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

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

Employees on vacation, sick leave, other leave, or on City business outside the city, will not be notified or have to take the test. If an employee group is selected more than once during a consecutive six (6) month period, the employee group will not be required to test again for the rest of the six (6) month period. An employee may be tested more than once in a six-month period.

For purposes of eligibility for retesting, each six-month period is any consecutive six-months which begins with the initial test, and does not follow a calendar or fiscal year.-

#### 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 .08% 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 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.

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

K. RECORDS PROCEDURES

1. RELEASE OF INFORMATION:

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

2. REPORTING CONVICTION TO FEDERAL AGENCY:

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

**APPENDIX "A"**

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

Dues \_\_\_\_\_ Title \_\_\_\_\_  
Code \_\_\_\_\_ Payroll No. \_\_\_\_\_ Employee No. \_\_\_\_\_ Code No. \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
(Last) (First) (MI)

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

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "B"**

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

Assessment Title  
Code\_\_\_\_\_ Payroll No.\_\_\_\_\_ Employee No.\_\_\_\_\_ Code No.\_\_\_\_\_

Name\_\_\_\_\_ Social Security No.\_\_\_\_\_  
(Last) (First) (MI)

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

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "C"**

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

Dues \_\_\_\_\_ Title \_\_\_\_\_  
Code \_\_\_\_\_ Payroll No. \_\_\_\_\_ Employee No. \_\_\_\_\_ Code No. \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_  
(Last) (First) (MI)

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX "D"

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

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

In a 52 week, 365 day year, each suppression firefighter is scheduled to work a 24 hour shift every three days which equates to nine 24 hour shifts in each 27 day work period. Using the FLSA 7(k) exemption, overtime for cycle hours is due for hours actually worked from 204 to 216 hours in a 27 day work period. The "Add Pays" included in the calculations below are applicable longevity, assignment and certification pays listed in the Wages Article in the 2001-2003 Collective Bargaining Agreement as per the 1989 overtime grievance resolution plus education incentive pay, the EMS supervisory officers pay, and the Assistant EMS Director pay when applicable.

#### 1. TO COMPUTE CYCLE AND HOLIDAY OVERTIME PAY:

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

$$\text{(Hourly Cycle/Holiday Rate)} \times (1.5) - \text{(Dock Rate)} = \text{Cycle/Holiday Overtime Rate}$$
$$\text{(Cycle/Holiday Overtime Rate)} \times \text{(No. of Cycle Hours Worked)} = \text{Cycle Overtime Pay}$$
$$\text{(Cycle/Holiday Overtime Rate)} \times \text{(No. of Holiday Hours Worked)} = \text{Holiday Overtime Pay}$$

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

$$\frac{\text{Annual Base Salary} + \text{Annual "Add Pays"}}{26 \text{ Pay Periods}} = \text{Pay Period Salary w/ "Add Pays"}$$
$$\frac{\text{Pay Period Salary w/ "Add Pays"}}{90 \text{ Hours Per Contract}} = \text{Hourly Call Back/Holdover Rate}$$
$$\text{(Hourly Call Back/Holdover Rate)} \times (1.5) = \text{Call Back/Holdover Overtime Rate}$$
$$\text{(Call Back/Holdover Overtime Rate)} \times \text{(Call Back Hours)\#} = \text{Call Back Overtime Pay}$$
$$\text{(Call Back/Holdover Overtime Rate)} \times \text{(Holdover Hours)} = \text{Holdover Overtime Pay}$$

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

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

**1. TO COMPUTE HOLIDAY OVERTIME PAY:**

$$\begin{aligned} \frac{\text{Annual Base Salary} + \text{Annual "Add Pays"}}{26 \text{ Pay Periods}} &= \text{Pay Period Salary w/ "Add Pays"} \\ \frac{\text{Pay Period Salary w/ "Add Pays"}}{80 \text{ Hours per Pay Period}} &= \text{Dock Rate (Regular Rate)} \\ (\text{Dock Rate}) \times (1.5) - (\text{Dock Rate}) &= \text{Holiday Overtime Rate} \\ (\text{Holiday Overtime Rate}) \times (\text{No. of Holiday Hours Worked}) &= \text{Holiday Overtime Pay} \end{aligned}$$

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

$$\begin{aligned} \frac{\text{Annual Base Salary} + \text{Annual "Add Pays"}}{26 \text{ Pay Periods}} &= \text{Pay Period Salary w/ "Add Pays"} \\ \frac{\text{Pay Period Salary w/ "Add Pays"}}{80 \text{ Hours Per Pay Period}} &= \text{Dock Rate (Regular rate)} \\ (\text{Dock Rate}) \times (1.5) &= \text{Call Back Overtime Rate} \\ (\text{Call Back Overtime Rate}) \times (\text{Call Back Hours})\# &= \text{Call Back Overtime Pay} \end{aligned}$$

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

## **APPENDIX E**

### **CALCULATING “DRAG-UP PAY” (VACATION AND SICK LEAVE) AND VACATION LEAVE SELL BACK FOR FIRE EMPLOYEES**

Pursuant to the Arbitration Award of Arbitrator Don B. Hays, dated October 19, 1988, in AAA Case No. 71 390 0187 88, Corpus Christi Firefighters Association and City of Corpus Christi, the Collective Bargaining Agreement on Wages overrides the statutory calculation of payment of accrued sick leave on separation. The components of wages contractually agreed to be used in determining the hourly rate for payment of “drag-up pay” for eligible accrued vacation and sick leave are applicable monthly base salary, longevity, certification and assignment pays listed in Wages Article V of the August 1, 2001-July 31, 2003 Collective Bargaining Agreement plus the EMS supervisory officers pay and the Assistant EMS Director pay when applicable and excludes any other pays in any other Articles of that or subsequent Agreements. The Award also requires the city to use the average 54 hours per week for 24 hour shift employees to determine the hourly rate for drag-up pay. The formula below shall also be used to compute the amount paid for Vacation Leave Sell Back under Article 12 Section 8.

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

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

#### **2. TO COMPUTE 40 HOUR EMPLOYEE “DRAG-UP PAY” AND VACATION LEAVE SELL BACK HOURLY RATE:**

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

\* Applicable wage components listed in Wages Article V, Section 1-4, in August 1, 2001 - July 31, 2003 Collective Bargaining Agreement plus applicable EMS supervisory officers pay and Assistant EMS Director pay as described above.