

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2009-45

A RESOLUTION OF THE CITY OF CORAL GABLES, FLORIDA RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1210 FOR THE CONTRACT PERIOD FROM OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2011.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the Collective Bargaining Agreement with the International Association of Firefighters, Local 1210, shall be and it is hereby ratified as to the terms and conditions therein, for the contract period October 1, 2008 through September 30, 2011, a copy of which is attached.

SECTION 2. That the City Manager and City Clerk are hereby authorized to execute the Agreement herein ratified on behalf of the City of Coral Gables and the executed Agreement shall be made a part of this Resolution and kept in the office of the City Clerk.

SECTION 3. That this Resolution shall become effective immediately upon the date of its passage adoption herein.

PASSED AND ADOPTED ON THIS TWENTY-FOURTH DAY OF FEBRUARY, A.D., 2009.

(Moved: Withers / Seconded: Anderson)

(Yea: Kerdyk, Withers, Anderson, Cabrera, Slesnick)

(Unanimous: 5-0 Vote)

(Agenda Item: H-2)

APPROVED:

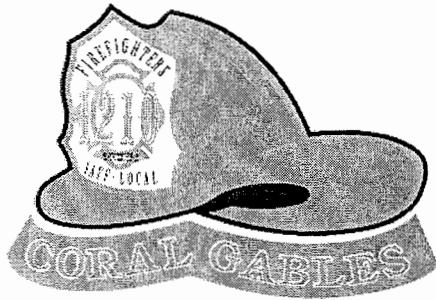
DONALD D. SLESNICK II
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ELIZABETH M. HERNANDEZ
CITY ATTORNEY

ATTEST:

WALTER J. FOEMAN
CITY CLERK



**AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1210
AND
THE CITY OF CORAL GABLES
OCTOBER 1, 2008 – SEPTEMBER 30, 2011**

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ARTICLE 1 AGREEMENT

THIS AGREEMENT is entered into by the CITY OF CORAL GABLES, FLORIDA, a municipal corporation hereinafter referred to as the "City", and LOCAL 1210, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred as the "Employee Organization".

ARTICLE 2 RECOGNITION

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all firefighting personnel in the classified service, but excluding the Fire Chief, Deputy Fire Chief(s), and Division Chief(s), for the purpose of collective bargaining in all matters concerning wages, hours, and other terms and conditions of employment.

ARTICLE 3 DUES CHECK-OFF

- 3.1. Any member of the Employee Organization, who has submitted a properly executed dues authorization card or statement to the City Manager or designee in accordance with a format prescribed or approved by the City may, by request in writing, have membership dues in the Employee Organization deducted from wages. Dues shall be deducted once a month, and shall, thereafter, be transmitted to the Employee Organization. However, the City shall have no responsibility or any liability for any monies once sent to the Employee Organization, nor shall the City have any responsibility or any liability for the improper deduction of dues. Further, the Employee Organization shall hold the City harmless for non-intentional errors in the administration of the dues deduction system.
- 3.2. It shall be the responsibility of the Employee Organization to notify the City Manager or designee of any change in the amount of dues to be deducted at least sixty (60) days in advance of said change. Under no circumstances shall the City be required to deduct Employee Organization fines, penalties or assessments from the wages of any member.
- 3.3. Any member of the Employee Organization may, on thirty (30) days written notice to the City and the Employee Organization, withdraw from membership in the Employee Organization and the City shall cease deducting dues from wages.
- 3.4. This Article shall not pertain to the deduction and submission of hospitalization contributions to the Union's plan.

ARTICLE 4 MEETINGS

- 4.1. The President of the Employee Organization and two (2) additional members designated by the President, shall each be granted leave with pay during the duration of this Agreement to attend Employee Organization meetings, seminars, state and national conventions, or any other Union business. This leave shall not exceed more than three (3) consecutive duty days for combat personnel and five (5) consecutive duty days for staff personnel, not to exceed a combined total of one thousand eight hundred (1800) hours

annually, with no carryover from year to year. No more than two (2) persons shall be from the same battalion. All requests for this leave should be initiated by the Union President or designee 24 hours in advance, when possible and be for a minimum of four (4) hours. When the leave request is submitted after business hours, weekends, holidays, and under the 24 hour requirement, the President or designee will notify the SDO. If this request causes overtime, Union time will be assessed at the time and one half rate, except the Union President will be assessed at straight time. Union leave of less than four (4) hours may be charged with the understanding that no overtime will result from such leave.

- a) The Union President, Vice President and Secretary/Treasurer shall be granted Union time to attend actual collective bargaining sessions with the City for the renegotiation of the Agreement. In addition, three (3) members of the negotiating team (not to exceed two (2) per shift) shall also be granted Union time to attend the aforementioned. If overtime is caused by the attendance of these members, Union times shall be assessed at the time and one half rate (except as stated above).
- b) Upon request from the union and approval by the Fire Chief or designee, the Union President may alter the work schedule within the guidelines of Article 46 (#2 and addendum) to attend to union business.

4.2. The Union shall not use other City facilities for Union regular or special meetings or Executive Board meetings, unless specifically authorized by the Fire Chief or designee in advance. Bargaining unit members may attend these meetings while on duty provided fire district coverage is maintained.

4.3. The individual members of Local 1210 will be allowed to donate up to eight (8) hours of either annual or compensatory leave to a leave pool administered by the City, not to exceed two hundred (200) hours in total for each year covered by this Agreement. This donation can only be made once a year, at a time decided by the Union President. This pool cannot be carried over from year to year. The two hundred (200) hours or any portion thereof shall be used prior to the one thousand eight hundred (1800) hour pool as described in section one (1) of this Article.

ARTICLE 5 STRIKES AND LOCKOUTS

- 5.1. There will be no strikes, work stoppages, slowdowns, boycotts, job action, or refusal to perform assigned work by the employee covered under this Agreement.
- 5.2. Recognizing that Florida law prohibits the activities enumerated in paragraph 1 above, the parties agree that any employee who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.
- 5.3. It is recognized by the parties that activities enumerated in paragraphs 1 and 2 above are contrary to ideals of professionalism and to the Fire Department's community responsibility and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.
- 5.4. For the purpose of this Article, it is agreed that the Employee Organization shall be responsible and liable for any act committed by its officers, agents, and/or representatives, which act constitutes a violation of the provisions herein. In addition to all other rights and remedies available to the City in the event of a breach of the provisions herein, the City shall have the right to unilaterally and without further notice cease dues

deduction, terminate this collective bargaining agreement and/or withdraw recognition from the Employee Organization.

ARTICLE 6 WAGES

- 6.1. It is understood and agreed by both parties that all employees covered by this agreement shall receive an across-the-board wage increase of two percent (2%), effective with the pay period that includes July 1, 2007. It is further understood and agreed by both parties that all employees covered by this agreement shall receive no wage increase, effective with the pay period that includes October 1, 2008. It is understood and agreed by both parties that all employees covered by this agreement shall receive an across-the-board wage increase of five percent (5%), effective with the pay period that includes October 1, 2009. The provisions of this article apply only to those covered employees employed on the ratification date of this Agreement or on the effective date of any pay increase.
- 6.2. Merit increases shall be five percent (5%) for eligible employees until the maximum of the pay range of the employee is reached (maximum not to include loyalty steps). It is understood that such merit increases shall not exceed the pay range cap for each classification and that a final merit increase of less than five percent (5%) may be in order in some instances.
- 6.3. Employees covered by this Agreement shall receive a loyalty payment of 5% after ten (10), fifteen (15) and twenty (20) years of service. No one shall be eligible to receive more than three (3) loyalty increases.
- 6.4. Uncertified Firefighter recruits shall receive a salary at five percent (5%) below that of beginning Firefighter until they become fully certified. At that time, the salary of the recruit will be moved up to the minimum of the Firefighter salary range. The anniversary for a merit increase shall be one year after certification.

ARTICLE 6 – ADDENDUM
IAFF SALARY SCHEDULE
(ANNUAL BASE SALARY – NOT INCLUDING LOYALTY PAYMENTS AND CERTIFICATION ALLOWANCES)

PAY GRADE	CLASSIFICATION TITLE	JULY 1, 2007 2%		OCTOBER 1, 2009 5%	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
20F	Firefighter Recruit	44,440.17	62,569.76	46,662.18	65,698.25
21F	Firefighter	46,662.56	65,698.44	48,995.69	68,983.36
24F	Lieutenant	58,042.06	81,720.17	60,944.16	85,806.18
27F	Captain	67,191.63	94,601.54	70,551.21	99,331.62
27F*	Battalion Chief	70,551.20	104,298.19	74,078.76	109,513.09

* In each of the first two years, the Battalion Chief shall receive an additional 5% above the base rate.

ARTICLE 7
MANAGEMENT RIGHTS

7.1. The Employee Organization and its members recognize that the City has the exclusive right to manage and direct the Fire Department. Accordingly, the City specifically, but in no way of limitation, reserves the exclusive right to:

- a. hire, fire for cause, promote and lay off employees;
- b. transfer employees from location-to-location and from time-to-time;
- c. rehire employees;
- d. determine the starting and quitting time and the number of hours and shifts to be worked subject to Article 16;
- e. maintain the efficiency of employees by communication through supervisory personnel;
- f. merge, consolidate, subcontract, expand, or close the Department or any part thereof or expand, reduce, alter, combine, assign or cease any job;
- g. control the use of equipment and property of the City;
- h. determine the number, location and operation of headquarters, annexes, and divisions thereof;
- i. determine the size and composition of the work force;
- j. formulate policy, rules and regulations;
- k. introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary;
- l. manage the City's Fire Department, jobs, and job locations;

7.2. If the City fails to exercise any one or more of the above functions from time-to-time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right, power or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE 8
UNIFORM ALLOWANCE

- 8.1. The City agrees to furnish the following uniform items; shirts, trousers, hats, belts, jumpsuits, tee shirts, gym shorts, jackets and PPE fanny pack, in sufficient quantities.
- 8.2. The level of inventory and method of surveying uniform items unfit for wear will be determined by the Fire Chief or designee.
- 8.3. Uniform items may be replaced as needed at the discretion of the Fire Chief or designee.
- 8.4. All members are subject to uniform specifications, Section F, Rules and Regulations/Standard Operating Procedures.
- 8.5. Effective October 1, 2001, the annual uniform allowance shall be six hundred dollars (\$600.00). The cost of any uniform changes dictated by the City shall be borne by the City.
- 8.6. Bargaining unit members shall be responsible for replacement expenses for lost, stolen, damaged uniform items that are determined by the Review Committee to be caused by the member's negligence.

8.7. The Review Committee shall be comprised of; a bargaining unit member and a non-bargaining unit member. In cases where a review does not result in a unanimous finding, the Fire Chief or designee, shall determine all stalemates.

ARTICLE 9 MAINTENANCE OF EXISTING POLICY

Except as specifically addressed in this Agreement, the City shall maintain its existing policy with regard to providing parking facilities for employees' standard size automobiles, sleeping, bathroom, dressing, kitchen and recreational facilities and providing bunker gear.

ARTICLE 10 MERIT INCREASES

Merit pay increases for all Fire Department classifications shall be granted upon the completion of the required time in each grade, so long as the employee's service and performance has been satisfactory. The determination of whether the employee's service performance has been satisfactory shall be within the sole discretion of the Fire Chief or designee.

Special examinations may be administered to determine if the employee shall be granted an increase, within the sole discretion of the Fire Chief or designee. Any employee who is not granted a merit increase shall be notified of the specific reason(s) the said increase is not received.

ARTICLE 11 MINIMUM STAFFING

11.1. The City agrees to provide minimum staffing for Fire Fighting Equipment in active service. In order to provide a minimum level of safety and protection to personnel in the Fire/Rescue Service, and to the citizens and taxpayers of the City, routine daily staffing will be no less than thirty-two (32) battalion personnel. If the City expands or reduces its present fire/rescue coverage boundaries, routine daily staffing will be increased or reduced accordingly.

* 11.2. The City agrees to fill the below listed battalion positions on the fire department by taking each position on apparatus and multiplying it by a factor of (3.75). This factor would be used for the listed positions present and future. When applying the factor to each position the totals shall be rounded to the nearest multiple of 3. In the event of a tie, the number will be rounded up.

a. The battalion positions that the factor is applied to are: 1) Captains, 2) Lieutenants, 3) Driver Engineers, 4) Paramedics

b. Examples of how to calculate factor:

$$2 \times 3.75 = 9 \qquad \qquad 5 \times 3.75 = 18$$

$$3 \times 3.75 = 12 \qquad \qquad 6 \times 3.75 = 24$$

$$4 \times 3.75 = 15 \qquad \qquad 7 \times 3.75 = 27$$

* 11.3. Apparatus in service shall be staffed with no less than:

a. Engine Companies ---Four (4) battalion personnel

- b. Rescue Units ---Three (3) battalion personnel
- c. Aerial/Air Truck/Squad Transport (2 or 3 piece company) --- Three (3) to five (5) battalion personnel
- d. Additional aerials --- Four (4) battalion personnel

* 11.4. The minimum number of Officers assigned to the battalions:

15 Captains (5 per battalion)
-21 Lieutenants (7 per battalion)

ADDENDUM

This addendum is written in order to clarify the intent of article #11, Minimum Staffing.

Paragraph #2.

Refers to the factor of 3.75, which is used to figure out the actual number of personnel needed to fill specific battalion positions. Each of the below listed positions on the apparatus are multiplied by a factor of 3.75 in order to assign the needed personnel.

- a. These specific battalion positions are: Captains, Lieutenants, Driver Engineers, and Paramedics only.
- b. These figures are examples on how to multiply the factor of 3.75 in order to figure out how many personnel are needed for the above specific positions.

Paragraph #3.

This refers to the minimum number of personnel needed to staff in-service vehicles.

- a. This describes the minimum number of personnel assigned to an engine company only.
- b. This describes the minimum number of personnel assigned to a rescue vehicle only.
- c. This states that the number of personnel assigned to the Aerial/Air Truck/Squad Transport is a minimum of three (3). These personnel can be utilized in any combination needed, i.e. (at the discretion of the Fire Chief or designee). If the Aerial, Air Truck and Squad Transport unit are placed in service (3 piece company), minimum staffing will be five (5). At the discretion of the Fire Chief or designee, these personnel can be utilized in any combination needed.
- d. Additional aerials. This refers to any aerial units (in addition to #3, c above), that are put into service by the city, that are not presently in service. These would be considered a single unit and not a combination unit.

Paragraph #4.

This is a breakdown of the total number officers on battalion, and the total number of officers assigned to each separate battalion as of May 1995. The 3.75 factor will be applied for any added in-service apparatus.

ARTICLE 12 ALARM WATCH

Alarm watch may, at the employee's option, be performed by employees covered by this Agreement. Such employees will be trained on-duty, work Fire Dispatch only, and shall only be worked during overtime hours. Employees declining an alarm watch overtime offer shall be charged with an overtime refusal.

ARTICLE 13 PERSONNEL REDUCTION

In the case of personnel reduction, employees shall be reduced-in-force on the basis of seniority as established in Article 26 of this Agreement. If more than one classification is affected, those employees in the higher classification shall be afforded the opportunity to revert to the next lower rank. No new employees shall be hired in a classification for which they are qualified until the employees involved in the reduction-in-force are offered the opportunity to return to work, and must not be physically and/or mentally incapacitated and must be capable of performing the work available at the time of recall, within the sole discretion of the Fire Chief or designee. Employees covered by this Agreement shall not retain any recall rights beyond twenty-four (24) months from the date of reduction.

ARTICLE 14 ANNUAL LEAVE

- 14.1. Annual Leave shall be granted during each fiscal year. Selection for each Annual Leave period shall be on a battalion basis according to time in service. There shall be one list per battalion with four (4) daily annual leave slots. The Annual Leave list will be posted by June 1 and completed by September 30 of each year. No more than two (2) officers, two (2) assigned paramedics, two (2) assigned driver-engineers or two (2) firefighters will be allowed off on the same day. Annual Leave for accounting purposes shall be in accordance with number 8 of this article. Any changes in the completed Annual Leave list will necessitate agreement with employees affected by such change. Each employee shall have a maximum of seventy-two (72) hours after notification within which time the employee must select any Annual Leave period(s). Any employee failing to select Annual Leave within seventy-two (72) hours after notification will be passed over. Any employee who will be on Leave (or Kelly Day) during June 1 through September 30, will leave a first, second and third choice with the Fire Chief or designee.
- 14.2. The rate of accrual of Annual Leave for those employees on a twenty-four (24) hour shift basis shall be as follows:

<u>Length of Service</u>	<u>Number of Hours</u>
1st year	112
2nd through 9th year	140
10th through 14th year	168
15th through 19th year	196
20th through 24th year	224
25th year and over	252

- 14.3. The maximum accumulation of leave for employees on a twenty-four (24) hour shift basis shall be three hundred and eight (308) hours, not including that earned each year.
- 14.4. An employee may be allowed to take the amount of Comp Leave, and/or Annual Leave accrued for that year, plus birthday, floating holidays and sick leave that has been converted to Annual Leave, by using consecutive leave days. In addition, an employee may use any accumulated Annual Leave during the remainder of the year, subject to the operational needs of the Department and the approval of the Fire Chief or designee. No unscheduled Annual Leave will be permitted without approval of the Fire Chief or designee. A minimum of forty-eight (48) hours of annual leave (one [1] week) per year must be taken. These hours may be taken in separate twenty-four (24) hour increments. Canceling of scheduled Annual Leave by an employee may only be permitted by written notification to the Fire Chief or designee to be received no later than 3 duty days prior to the scheduled leave. In the event that a request is submitted in less than the required time, the Fire Chief or designee will have the discretion to consider and approve such request, when it is in the best interest of the City.
- 14.5. All provisions of Rule 12.2 of the City's Personnel Rules and Regulations, as amended, relating to Annual Leave shall remain in full force and effect. However, any employee covered hereunder, who has accrued and earned annual leave, may request payment of said accrued and earned annual leave, not to exceed one hundred forty four (144) hours, (one hundred twenty [120] hours for employees on a 40 hour work week) at his rate of pay in effect at the time of the request. The aforementioned option may not be invoked more than once in any one (1) leave year. The employees may invoke the option at any time during the leave year prior to September 1.
- 14.6. During the last fiscal year of service with the City, an employee may request to sell up to a total of 160 hours of accrued annual leave. This option may result in a second request and payment for sale of leave during the last fiscal year of employment but not to exceed 160 hours.
- 14.7. Upon separation from the Fire Department, unused accumulated (earned) Annual Leave will be paid at the employee's current rate of pay.
- 14.8. The fiscal year for annual leave accounting purposes will end on the final day of the last full pay period in September. Any leave taken after that date will be considered as being used in the following fiscal year.

ARTICLE 15 OVERTIME

- 15.1. The City agrees to adopt a plan providing for the distribution of overtime within a battalion in the Fire Department which shall permit an equal distribution of overtime by seniority.
- 15.2. The Fire Chief or designee will take steps to assure that all battalions are as equally staffed as possible.
- 15.3. The established rate of pay for hours beyond normal duty hours as outlined in Article 16 shall be one and one half (1-1/2) times the hourly rate of pay with the exception of when an agency other than the City of Coral Gables is paying a pre-established rate for services. In such instances the hourly rate for Fire Watch shall be \$30.00, and the hourly rate for all other services shall be \$45.00, with a four (4) hour minimum for each. Each employee shall have the option to decide within 30 days from the signing of a new contract to remove their name from the \$30 and/or \$45 per hour/ "services other than" duty logs. Each employee will be responsible for forwarding a memo with their decision to the Fire Chief or designee. This option will

remain in effect until the signing of a new contract. For non-FEMA related deployments (out of Miami-Dade County), portal to portal will be paid, by the requesting agency.

15.4. Whenever possible combat personnel will work in combat positions and staff personnel will work in staff positions, with the exception that staff personnel can accept overtime when it is other than combat overtime.

15.5. Absences that invoke the minimum staffing provision of this Agreement (Article 11) will be filled on an overtime basis by employees of equal or appropriate rank whenever possible.

15.6. The overtime logs will be kept in the Fire Chief or designee's office, available for review. The overtime logs shall be maintained by the Fire Chief or designee and will show all actions pertaining to overtime. The City and the Union both agree that there are two (2) types of overtime;

- a. Mandatory overtime: The nature of mandatory overtime is such that the individual affected by it does not have the opportunity to reject or refuse it (excepting a death in the immediate family). Some examples of mandatory overtime include but are not limited to temporary hold over, subpoenas, depositions, emergency alerts, major City emergencies, and promotional exam holdovers. Mandatory overtime will not be charged on the log.
- b. Voluntary overtime: The nature of voluntary overtime is such that the individual offered it is entitled to refuse it. Some examples that could cause voluntary overtime include but are not limited to projected temporary vacancies, sick calls, seminars, and fire watch.
- c. Voluntary to Mandatory Overtime: If volunteers cannot be located as described in 15.6.b and the services of the City are adversely affected, then the Fire Chief or designee shall initiate Mandatory Overtime.
- d. This article is not to be construed to stop volunteers who wish to donate time to Union and Benevolent sanctioned activities, such as, but not limited to, Burn Center, March of Dimes, Muscular Dystrophy, etc.

15.7.1. Personnel not directly contacted for overtime will not be charged for it. Personnel contacted who have rejected the overtime will be charged on the overtime list as having refused the overtime for the amount of hours offered and shall be passed over for that opportunity. Personnel on leave for the following will be eligible for overtime, and will not be charged for overtime refusal.

- Annual Leave
- Compensatory leave
- K-day
- Enrolled in EMT/Paramedic school
- Personnel that would incur a 96 hour tour-of-duty, but are not limited to the following examples: Shift, Sub, OT, Shift = 96 hours Shift, OT, Sub, Shift = 96 hours
- Union leave/business for executive board members only, to attend city official business involving city officials and staff above the Division Chief level.

15.8. It will be the responsibility of the Fire Chief or designee on duty at 0630 hours, to ascertain from all stations, prior to roll call, any vacancy anticipated for the oncoming battalion or day.

15.9. If an employee covered by this Agreement is subpoenaed for an off-duty appearance as a witness in official capacity, said individual shall receive a minimum of two (2) hours pay or actual time used, from

portal to portal, at the rate of time and one-half regular straight pay. However, employees who do not work their scheduled number of hours during the regular pay period will be compensated for the aforesaid court appearance at their regular straight time.

- 15.10. An employee subpoenaed during off-duty hours shall not be required to appear at the fire station before and/or after a scheduled subpoenaed appearance; provided, however, that said employee shall be required to telephone Communications Center both immediately before departing and immediately after arriving back to their portal for the purpose of computing the overtime hours.
- 15.11. Employees covered by this Agreement shall follow the directive to be issued by the Fire Chief or designee with regard to the acceptance and payment of subpoena fees for court appearances and depositions.
- 15.12. In cases of dispute, it is the intent of this article to distribute overtime to the individual with the same rank skills with the least amount of charged overtime whenever possible.
- 15.13. The overtime log shall start with a clean sheet of paper for each contract period.
 - a. Each overtime sheet shall be numbered in sequence and retained for records.
 - b. If overtime is refused when offered, the number of hours offered will be entered in the hours charged column, on the appropriate log. For any given duty day, no more than 24 hours of overtime refused shall be charged. This entry will be updated if the overtime hours were reduced from the original hours that were offered.
 - c. When a person accepts overtime, an entry will be made in the hours charged column, on the appropriate log. This entry will be updated if more or less overtime is worked than was offered.
 - d. All FEMA, state deployment or other requesting agency overtime earned by bargaining unit employees shall be applied to the combat overtime log when payment for such overtime is received.
 - e. There will be only two possible negative responses to a call for overtime; refused or no contact. (Communicator will check appropriate box.) "No Contact" responses will not be charged for the amount of hours offered. Cumulative total will be brought forward to that column.
 - f. All mandatory overtime paid for court, depositions, holdovers, etc., will not be entered.
 - g. It is incumbent upon each individual, if they desire overtime, to make themselves available for notification.
 - h. Overtime openings shall be filled in the following descending order of priority:
 1. Battalion Chiefs
 2. Captains
 3. Rescue Lieutenants
 4. Combat Lieutenants
 5. Assigned Paramedics
 6. Assigned Driver/Engineers
 7. Firefighter
 8. Special skills
 - i. A rank/skill shall be called by first contacting the most senior person with the least charged overtime.
 - j. The next person to be called shall be the next most senior person of the rank/skill needed with the

least charged overtime, and so on, until that rank/skill list has been exhausted.

k. On duty openings will be filled at the highest rank/skill needed. If available, rank will work for rank, special skill for special skill. Openings will be filled by the person who has the rank/skill needed who has the lowest number of overtime hours. If the same rank/skill as needed is not available or has 24 hours more than any one person on the entire list, then an acting rank/skill shall be utilized from the on-duty battalion with the following exception:

1. When more than five (5) on duty officers' positions are being filled by persons working out of classification, the 24 hour provision will not be utilized and the highest rank/skill needed will be filled with equal rank/skill. If an acting rank/skill is utilized from the on-duty battalion the next lower rank/skill needed will be filled from the off-duty battalions in the same manner. The Fire Chief or designee can utilize mandatory overtime to hold over a person until phone calls, or direct contacts in the proper sequence have resulted in a person who will work the hours offered and reports to duty.

l. The Fire Chief or designee shall be the only communicator to call personnel for overtime.

m. Personnel coming into the station should notify the Fire Chief's designee that they are available for overtime and their whereabouts in the stations. They shall be offered overtime in the proper calling sequence only.

n. People being called shall be deemed no contact if:

1. The phone is not answered at all.
2. An answering machine, after having been properly addressed by the caller is not answered by the person being called before subsequent calls result in a charge.
3. Paged or beeped, the person being called must respond before subsequent calls result in a charge.
4. A person at the original number called refers the caller to another number, and after caller will make only one phone call to one referenced number.

o. Overtime openings for special events shall be filled based on special skills needed and lowest overtime hours.

p. When personnel are returning or being assigned to the Combat Battalions (new employees), their overtime hours that will be applied to the overtime log shall be the "sum of the averaged hours" of their appropriate classification.

ARTICLE 16 DUTY HOURS

16.1. The normal workweek of the Combat Division of the Fire Department shall be an average of forty-eight (48) hours, based on a three platoon system of twenty-four (24) hours on duty and forty-eight (48) hours off duty. The normal workweek of non-combat personnel shall be forty (40) hours per week. Hours in excess of those outlined above shall be considered overtime and shall be paid at the rate of time and one-half. It is agreed and understood that a twenty-four (24) hour Kelly day (day off) shall be used to implement and attain the average of forty-eight (48) hour week.

16.2. Assignment of Kelly Days shall be at the discretion of the Fire Chief or designee acting in accordance with

the staffing requirements of the department. Where feasible, seniority in an employee's classification or job assignment will be considered.

- 16.3. When a Kelly Day slot becomes vacant, due to any cause or reason for a specific classification or job assignment, employees will be allowed an opportunity to take that slot beginning with the senior employee in that classification or job assignment.
- 16.4. Schedules for employees covered by this contract working a forty (40) hour week shall be at the discretion of the Fire Chief or designee.
- 16.5. Employees on "Light Duty" forty (40) hour workweek will not be permitted to work more than eight (8) hours per day.

ARTICLE 17 DRIVER/ENGINEERS

- 17.1. The City shall attempt to assign a minimum of thirty (30), i.e., ten (10) on each battalion, Driver/Engineers on a regular basis.
 - a. There shall be a probationary period of six (6) months for each Firefighter regularly assigned as a driver/engineer. This probationary period shall commence from the Firefighter's initial regular assignment as a driver/engineer and shall be applicable only to the Firefighter's continued assignment as a driver/engineer, i.e., not the employee's standing as a Firefighter. During the six (6) month probationary period, the Fire Chief or designee shall have the right to remove any Firefighter from the regular assignment (and pay status) of driver/engineer and any Firefighter so removed shall have no right to appeal said action under the provisions of this Agreement, the City Charter, the City's Personnel Rules and Regulations, as amended, or any other policy or procedure.
 - b. Upon completion of this six (6) month probationary period, any firefighter regularly assigned as a driver/engineer may be removed from said regular assignment for just cause. Just cause shall include, but shall not be limited to any of the following: failure to have a current driver's license, a poor driving record, inability to perform assigned duties, or failure to pass any eye, reflex, or driver/engineer performance test administered by the Fire Chief or designee.
 - c. Firefighters assigned as regular driver/engineers shall receive five percent (5%) additional pay above their regular compensation, said additional pay to also apply to paid leave occurring during the period of such regular assignment.
 - d. In the event that a firefighter assigned as a regular driver/engineer desires to exercise their right to obtain a substitute under existing Departmental policy, the firefighter shall be required to obtain as a substitute one (1) of the other regularly assigned driver/engineers.
 - e. There shall be no restriction on the right of the Fire Chief or designee to assign any regularly assigned driver/engineer to other Departmental duties; provided, that the thirty (30) firefighters regularly assigned as driver/engineers will continue to receive driver/engineer pay during the period of time while performing such other duties.
- 17.2. For the purpose of filling permanent driver/engineer vacancies, an eligibility list will be established.
 - a. Firefighters who desire to be on the driver/engineer eligibility list must successfully complete a driver/engineer training course and an examination administered by the Coral

Gables Fire Department. Standing on the eligibility list will be determined by averaging the earned grade on each section of the examination in accordance with the weights established for each section prior to the date of the examination announced in the notice of examination.

The City agrees to administer Driver/Engineer training courses according to department needs or when the eligibility list drops below ten (10) personnel.

- b. Firefighters who desire to meet the driver/engineer requirements for the position of Lieutenant only, may enroll in and must successfully complete either the driver/engineer training course or the driver familiarization course and examination administered by the Coral Gables Fire Department or possess a certificate of satisfactory completion from fire department hydraulics and fire department apparatus classes. Firefighters who enroll in and pass the driver familiarization course will not have their names placed on the driver/engineer eligibility list. The City agrees to administer the driver familiarization course in the off-year between the lieutenant's promotional exams.
- c. Before qualified eligible drivers are appointed to the status of permanent driver, they shall pass a performance check if more than six (6) months have passed since they were placed on the eligibility list.

17.3. In the event there arises a permanent vacancy in the regular assignment of driver/engineer (i.e., among the thirty (30) regular assignments), the Fire Chief or designee shall, within a reasonable period of time, fill said vacancy by the selection of one (1) firefighter from among the three (3) firefighters ranking highest on the aforementioned eligibility list. In the event that there are multiple simultaneous vacancies, the number of names from which the Fire Chief or designee may fill said vacancies shall be determined under the procedures as provided by Rule 5 of the City Personnel Rules and Regulations, as amended. Upon obtaining the regular assignment of driver/engineer, the firefighter selected from the aforementioned eligibility list shall be subject to the conditions set forth in 17.1 a - e.

- a. Standing on the assigned Driver/Engineer list will be determined by the date of assignment.

17.4. In the event that the Fire Chief (or designee), with discretion determines that there is a need to assign a firefighter to a driver/engineer assignment on a temporary basis, the Fire Chief (or designee), shall fill such temporary assignment by selection of any firefighter, who is on the aforementioned eligibility list and is assigned to the battalion and/or station where the temporary vacancy has occurred. If no firefighter on the battalion is on the eligibility list, or if any firefighter who is both on the list and on the battalion is unavailable for such temporary assignment, the Fire Chief (or designee) shall be free to fill the temporary vacancy from any source deemed appropriate. Any firefighter, who is on the eligibility list and is temporarily assigned to a driver/engineer assignment, shall receive one step driver/engineer assignment pay if working at least four (4) hours in said temporary assignment. (Driver/Engineer assignment pay shall not be paid for paid leave time occurring during periods of temporary assignment).

17.5. No firefighter shall be entitled to receive both driver/engineer assignment pay and EMT assignment pay for any given period of work.

17.6. A firefighter must have a minimum of three (3) years of service as a firefighter with the Coral Gables Fire Department before the firefighter can be assigned as a permanent driver. In the event no Driver/Engineer candidates accept assignment, the three-year service minimum may be waived.

ARTICLE 18
EMERGENCY MEDICAL TECHNICIANS/PARAMEDICS

18.1 The City shall attempt to assign a minimum of forty-two (42) -- fourteen (14) on each battalion -- State of Florida Certified Paramedics on a regular basis; twelve (12) of the Paramedics shall be Lieutenants or Acting Lieutenants. Insofar as possible, State of Florida Certified Emergency Medical Technicians (EMT's) may be assigned to fill vacancies due to the shortage of Certified Paramedics. All ALS suppression units will be staffed with a minimum of two (2) paramedics.

- a. There shall be a probationary period of six (6) months for each employee regularly assigned as an EMT or Paramedic. This probationary period shall commence from the employee's initial assignment as a regular EMT or Paramedic and shall apply only to the employee's continued assignment as an EMT or Paramedic (it shall not apply to his standing in his classification). During the six (6) month probationary period, the Fire Chief or designee shall have the right to remove any employee from the regular assignment and pay status of EMT or Paramedic. Employees, so removed, shall have no right to appeal said action under the provisions of any publication, policy or procedure.
- b. Upon completion of the probationary period, any employee regularly assigned as an EMT or Paramedic may be removed from said regular assignment for just cause. Just cause shall include, but not be limited to, any of the following:
 1. Failure to have a current driver's license.
 2. Failure to comply with State and Dade County requirements.
 3. Poor driving record.
 4. Inability to perform assigned duties.
 5. Failure to pass any eye, reflex, or performance (EMT and/or Paramedic) test administered by the Chief or designee or the City.
- c. Effective October 1, 2006, all Paramedics on the eligibility list shall receive ten percent (10%) above regular compensation. Effective October 1, 2007, all Paramedics on the eligibility list shall receive twelve percent (12%) above regular compensation. Maintaining State certification requirements will be the responsibility of the individuals on the Paramedics/EMT Eligibility Lists with the following conditions:
 1. All certification classes will be paid for by the City.
 2. Classes that are necessary to retain State Paramedic certification and EMT certification will be provided by the Coral Gables Fire Department and will be attended while on duty.
 3. All classes that are conducted by the Coral Gables Fire Department will be attended while on duty. Effective October 1, 2006, all assigned Paramedics shall receive seventeen percent (17%) above their regular compensation. Effective October 1, 2007, all assigned Paramedics shall receive nineteen percent (19%) above their regular compensation. All assigned Paramedics, who successfully complete Advance Cardiac Life Support (ACLS), and Pediatric Advanced Life Support (PALS), and one (1) other approved training course, shall receive Advanced Training (A/T) pay of \$100.00 bi-weekly, in addition to regular compensation. Some examples of approved training courses are Basic Trauma

Life Support (BLS), 12 Lead/Acute Myocardial Infarction Management, et. al.. Other courses may be substituted for the above list with pre-approval from the Fire Chief or designee. All classes attended will be subject to department approval using the appropriate Training form. All training in the above mentioned courses will be off-duty with no compensation. The City will not be responsible for providing transportation to the training facilities, however, the City will pay all cost for tuition and materials for the above mentioned courses. These courses must be completed every two years. The total cumulative course hours must be a minimum of thirty-two (32) to maintain the appropriate number of Continuing Education Units (CEU's) for paramedic recertification. Any additional State recertification requirements that are not achieved in the thirty-two (32) hour course requirement will be achieved through department training. Additional pay awarded under the provisions of this Article shall also apply to paid leave time occurring during the assignments alluded to above.

- d. In the event an employee assigned as a regular EMT or Paramedic desires to obtain a substitute under existing policy, they shall be required to obtain a regularly assigned employee of the same rank and job classification, with the exception that assigned Paramedic Lieutenants and unassigned Paramedic Lieutenants will be allowed to substitute for one another.
- e. The Fire Chief or designee shall have the right to reassign any regularly assigned EMT or Paramedic to other departmental duties; provided, however, that those employees receiving the additional pay steps provided for in this Article will continue to receive the additional pay during the period they are performing such other duties.
- f. Subparagraphs a - e shall also apply to those employees classified as Lieutenants (or Acting Lieutenants) who are regularly assigned as Paramedics.

18.2. For the purpose of filling regular (permanent) vacancies, the Fire Chief or designee shall maintain Eligibility Lists of those employees who have qualified as EMT's and Paramedics. Effective October 1, 1989, all future additions to the eligibility list shall be according to the following priority:

- a. Fire Department Seniority.
- b. Date of State of Florida Paramedic Certification.
- c. Highest final score received on the State Certification Exam. The intent of the above is to insure that additional names which are added to the certification list will not be placed above names that are currently on the list. Paramedics on the Eligibility List shall have priority over all permanently assigned EMT's. New employees hired with State of Florida certification as an EMT or Paramedic shall be placed on the appropriate list. Fire Department seniority shall be used to determine placement on the "Eligibility List" in lieu of certification date. Personnel requesting transfer from permanent assignment or refusing permanent assignment shall not be placed at the bottom of the appropriate certification list. Date of transfer or refusal shall be used to determine placement on "Eligibility List". However, before receiving a permanent assignment to the Rescue Company, the employee shall pass a Performance Test if more than six (6) months have passed since he/she was placed on the Eligibility List.

18.3. In the event there arises a vacancy in the Rescue Company (excluding Lieutenants) the Fire Chief or

designee shall, within a reasonable period of time, fill said vacancy by selecting one (1) employee from among the three (3) employees ranking highest on the Paramedics Eligibility List. If there are no personnel available from the aforementioned Eligibility List, an appointment will then be made from the EMT Eligibility List. Utilizing the selection process outlined above, in the event there are multiple, simultaneous vacancies, the number of names from which the Fire Chief may fill said vacancies shall be determined under the procedure as provided by Rule 5 of the City's Personnel Rules and Regulations, as amended.

- a. Standing on the assigned Paramedics list will be determined by date of assignment.
- 18.4. Notwithstanding the provisions of Paragraph 2 and 3 above, Lieutenant assignments to the Rescue Company shall, at the Fire Chief's discretion, be made 1) from the existing complement of Lieutenants; 2) from the Lieutenant's eligibility list; provided, however, that any Lieutenant so assigned possesses and maintains a valid State of Florida Paramedic certification.
- 18.5. In the event the Chief, or designee, at his discretion, determines that there is a need to assign employees to EMT and/or Paramedic assignment on a temporary basis, the Fire Chief, or designee, shall fill such assignment by selection of any employee/s who is on the Eligibility Lists described in Paragraphs 2 and 3 above and is assigned to the same battalion where the temporary vacancy has occurred. If no Firefighter on the same battalion is on the Eligibility List, or if any employee, who is on the list, on the battalion is unavailable for such temporary assignment, the Fire Chief, or designee shall fill the temporary vacancy from any source he deems appropriate. Any employee, who is temporarily assigned to an EMT and/or Paramedic assignment, shall receive seven percent (7%) assignment pay if one works four (4) hours or more in said assignment. Temporary assignment pay shall not be paid for paid leave time occurring during periods of temporary assignments.
- 18.6. No employee shall be entitled to receive both Driver/Engineering assignment pay and EMT (or Paramedic) assignment pay for any given period.
- 18.7. Recognizing the essential need for EMT's and Paramedics to effectively serve the community, the City agrees to allow each employee not holding an EMT or Paramedic certificate, at least one opportunity to attend one of the necessary local institutions, off duty, in order to obtain each of those certificates. If the employee fails to obtain said certificate, the City is no longer obligated to provide the employee with additional assistance in obtaining these certificates. This exclusion may be waived at the discretion of the Fire Chief or designee to allow for extenuating circumstances.
- 18.8. Sabbatical Assignment: Paramedics assigned to Rescue, regardless of rank, that are granted reassignment to fire suppression units on a temporary basis shall be referred to as on sabbatical assignment.
 - a. In order to be eligible for a sabbatical, an employee must have completed 6 years of continuous service as an assigned paramedic.
 - b. Requests by eligible employees shall be made in writing to the Fire Chief or designee.
 - c. A maximum of one employee on each battalion will be granted sabbatical. At the Fire Chief or designee's discretion, additional personnel may be granted sabbatical.

Reassignment will be based on:

1st Number of years of continuous assignment

2nd Fire department seniority

The employee must maintain active paramedic certification during this year.

- d. While on the one-year sabbatical, all paramedics shall maintain rank and the one additional pay granted to paramedics on the eligibility list. They will also continue to receive A/T pay if the employee attends the proper CEU classes as stated in Article 18.1.c, off-duty with no compensation.
- e. Paramedics on sabbatical can be assigned to rescue during times of need not to exceed 6 - 24 hour assignments per year.
- f. Upon completion of the sabbatical, the paramedic returns to the prior assignment without any probationary period and the counting of years for the next sabbatical eligibility begins anew.
- g. Employees that replace paramedics on sabbatical will be assigned on a day to day basis. Paramedics on sabbatical will be counted in the total number of assigned paramedics, Article 18.1.

ARTICLE 19
PROTECTION

The City agrees to make every reasonable effort to provide adequate police protection and/or such other protection as may be required, according to the situation at a given time, for the protection of all firefighters and equipment. This protection shall include unattended fire stations and the equipment housed therein.

ARTICLE 20
SAFETY AND HEALTH

- 20.1 The City and Union shall cooperate fully in matters of safety, health and sanitation affecting the employees, with regard to facilities and equipment used by the Fire Department.
- 20.2 The City shall offer to bargaining unit members a program of immunizations against hepatitis A and B, influenza, measles, rubella, tetanus and diphtheria toxoid, as recommended by the Centers for Disease Control.
- 20.3 The City shall provide protective gear for firefighting personnel, which also includes safety glasses (non-prescription), earplugs, fanny packs, pocket mask, and traffic safety vests. Bunker gear bags will be provided on a one time basis, to assigned driver engineers. Bargaining unit members shall be responsible for replacement expenses for lost, stolen, damaged, assigned items, that are determined by the Review Committee to be caused by the member's negligence. The Review Committee shall be comprised of a bargaining unit member and a non-bargaining unit member. In cases where a review does not result in a unanimous finding, the Fire Chief or designee, shall determine all stalemates.

ARTICLE 21
LABOR-MANAGEMENT COMMITTEE

- 21.1. There shall be a Labor-Management Committee consisting of 2 or 3 management representative designated by the Fire Chief, and 2 or 3 bargaining unit employees, designated by the Employee Organization. The Labor-Management Committee shall meet as requested by either party.
- 21.2. The sole function of the Committee shall be to discuss general matters pertaining to employee relations. The Employee Organization Committee members, who are off-duty at the time of the Committee meeting, shall not be compensated for attending said meeting.

ARTICLE 22
GRIEVANCE AND ARBITRATION PROCEDURE

- 22.1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a prompt and just procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement.
- 22.2. A "grievance" shall be defined as any dispute arising out of the interpretation or application of the terms of this Agreement.
- 22.3. Any discharge, suspension, demotion or other disciplinary or punitive action by the Fire Chief, designee or any other Department Head shall be subject to grieve through this grievance procedure. Any such grievance may be initiated at Step #3 and/or Step #4 of this Article.
- 22.4. Any grievance not processed in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by management within the time limit provided below will automatically advance to the next higher step of the grievance procedure.
- 22.5. Grievances shall be processed in accordance with the following procedure:
 - STEP 1: The aggrieved employee shall discuss the grievance with the immediate officer within eight (8) calendar days of the occurrence, which gave rise to the grievance. A Union representative shall be invited to all grievance hearings whether or not the grievant desires the representation of the Union. The immediate officer shall attempt to adjust the matter and/or respond to the employee within eight (8) calendar days. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City, it shall be presented directly at STEP 2 of the grievance procedure, within the time limits provided for the submission of a grievance in STEP 1, and signed by the aggrieved employees or the Union representative on their behalf. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.
 - STEP 2: If the grievance has not been satisfactorily resolved, the aggrieved employee shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Battalion Captain concerned within eight (8) calendar days from the time the response was due in STEP 1. The Fire Chief's designee concerned shall meet with the employee and the Union representative, and shall respond in writing within eight (8) calendar days from receipt of the written grievance.
 - STEP 3: If the grievance has not been satisfactorily resolved in STEP 2, the employee may present a written grievance to the Fire Chief within eight (8) calendar days from the time the response was due in STEP 2. The Fire Chief or designee shall meet with the employee and the Union representative and shall respond in writing within eight (8) calendar days from receipt of the grievance.
 - STEP 4: If the grievance has not been satisfactorily resolved in STEP 3, the employee may present a written grievance to the City Manager within eight (8) calendar days from the time the response was due in STEP 3. The City Manager or designee shall meet with the employee and the Union representative, and shall respond in writing within ten (10) calendar days from the receipt of grievance.

- 22.6. If the grievance has not been satisfactorily resolved within the grievance procedure, the employee may request a review by an impartial arbitrator provided such request is filed in writing with the City Manager no later than ten (10) calendar days after the City Manager's response is due in STEP 4 of the grievance procedure.
- 22.7. The parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done, one will be selected by each party striking three (3) names from a panel of seven (7) names to be submitted by the Federal Mediation and Conciliation Service.
- 22.8. The arbitration shall be conducted under the Rules of the Federal Mediation and Conciliation Service. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not specifically covered by this Agreement, nor shall this collective bargaining Agreement be construed by an arbitrator to supersede applicable State and Federal laws in existence at the time of signing of this Agreement.
- 22.9. The arbitrator may not issue declaratory opinions and shall confine consideration exclusively to the question, which is presented which question must be actual and existing.
- 22.10. It is contemplated that the City and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this is done, the arbitrator shall confine the decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue to be submitted, the arbitrator will confine consideration to the written statement of the grievance presented in STEP 2 of the grievance procedure.
- 22.11. Each party shall bear the expense of its own witnesses and of its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party desiring a transcript of the hearing will bear the cost of same.
- 22.12. Copies of the award of the arbitration made in accordance with the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing. The arbitrator's decision shall be final and binding.
- 22.13. Probationary employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension or other discipline.
- 22.14. The Employee Organization may request that any decision of the City Manager be reviewed through arbitration under this Article by submitting a written request within fifteen (15) working days after receipt of the City Manager's written decision. Both parties agree to expedite the arbitration procedure in cases that involve terminations. Arbitral review of the decision of the City Manager shall proceed in accordance with the provisions of this Article. Either party shall be entitled to seek review of the arbitrator's decision in accordance with Florida Statutes 682.
- 22.15. Both parties to this Agreement understand that the grievance arbitration procedure set forth in this contract is the sole avenue of pursuing such grievance and that the Trial Board is not available to members of this bargaining unit.

ARTICLE 23
CALL BACK OF PERSONNEL

- 23.1 When it is necessary for the City to require employees to return to work not on a regularly assigned shift, the City agrees to compensate the employee for a minimum of four (4) hours pay at the rate established in Article 15. Call back will be at the discretion of the Fire Chief.
- 23.2 When employees covered by this Agreement are required to hold over beyond the normal tour of duty, employees will be paid the established rate for such time to the nearest one-half (1/2) hour.

ARTICLE 24
EMPLOYEE RECORDS

Any employee covered by this Agreement shall have the right to inspect their record within a reasonable time. Upon finding an entry or omission in the employee's record, the employee will have the opportunity to comment on the entry or omission, in writing, and this comment shall become a part of the record.

ARTICLE 25
BULLETIN BOARDS

The Union shall be authorized to utilize in each fire station a bulletin board not exceeding four (4) feet by four (4) feet in area, for the posting of Union elections, appointments and meeting dates, and any other business pertaining to the Association. All other material to be posted shall be subject to prior approval by the Chief or designee. It shall be the responsibility of the Union to keep its bulletin boards current and in neat and presentable order. All material posted shall be initialed by one of the officials of the Union and material shall be removed by the same.

ARTICLE 26
SENIORITY

- 26.1. The Human Resources Department shall prepare a seniority list and post the same each December. Such list shall be considered correct unless an objection is reported to the Fire Chief within thirty (30) days after posting.
- 26.2. Seniority shall be determined in the following order: (a) rank, (b) time in grade, (c) time in service.
- 26.3. The seniority of a firefighter recruit shall be determined by class standing upon completion of the Coral Gables Fire Department Recruit Training class. Resignation and upheld dismissals from the City service shall cancel prior seniority credits.
- 26.4. In the event of a tie, the employee with the lowest last four (4) social security digits shall have the greater seniority.

ARTICLE 27
PROMOTIONAL EXAMINATIONS

- 27.1. All promotional examinations will be held within the boundaries of the City of Coral Gables whenever possible.
- 27.2. Firefighters eligible to sit for a promotional examination must possess a valid State of Florida certification as a Paramedic and be certified as a Fire Department Driver Engineer or complete the driver familiarization

course prior to sitting for Lieutenant's promotional exam. In addition:

- a) Have served at least four (4) years as a Firefighter to sit for the Lieutenant examination
- b) Have served at least one (1) year as a Lieutenant to sit for the Captain examination
- c) Have served at least one (1) year as a Captain to sit for the Battalion Chiefs examination

27.3. Announcements for promotional examinations shall be as follows:

- a) General announcements of upcoming promotional examinations and reading lists (including information pertaining to ordering books) shall be posted not less than one hundred and twenty (120) days prior to the actual test date.
- b) Said announcement shall include at a minimum the
 - 1) date of the examination
 - 2) eligibility rules to sit for the examination
 - 3) appeals procedure

27.4. Firefighters eligible and interested in taking a promotional examination must:

- a) Apply in person in the Human Resources Department within thirty (30) days of the announcement of the examination
- b) Secure a signed receipt from the Personnel Administrator or designee that the application has been received.
- c) Present signed receipts or photo identification at the time of the examination in order to be admitted to the same, without exceptions.
- d) The Human Resources Department shall compose and post a list of all candidates who have been approved to participate in the examination after the completion of the thirty (30) day application period.

27.5. The promotional examination shall consist of at least one hundred and no more than two hundred questions. The material on the promotional examination shall be pertinent to the South Florida area to the greatest extent possible. At the Fire Chief's discretion, an assessment center may be included in the promotional process to help determine candidates' qualifications for a position.

27.6. The City shall make available, the following materials, if they are on the reading list:

1. Fire Department Rules and Regulations/Standard Operating Procedures.
2. Fire Department B.E.O.P.

27.7. Promotional examination booklets, answer sheets and appeal forms shall be identified by numbers only. All numbers randomly assigned to respective Firefighters shall be kept in a sealed envelope by the Human Resources Department until the final scores are ready to be computed.

27.8. Scoring procedures, final scores and qualifications for eligibility list:

- a) Promotional processes that include only a written examination:
 - 1) To be qualified for placement on the promotional eligibility list, candidates must correctly answer a minimum of 70.000% of the questions on the written examination (no rounding off).
 - 2) Final Scores: the percent of correctly answered questions on the examination will be added to the seniority points (if any) to compute a composite score (i.e. a score of 70% with 5 seniority points would be $70 + 5 = 75$).

- b) Promotional processes that include a written examination and assessment center exercises:
 - 1) To be eligible to proceed to the assessment center exercises candidates must receive a minimum score of 70.0 on the written portion of the examination.
 - 2) The written examination and assessment center exercises will be assigned equal weights. Seniority points (if any) will be weighted at 5%.
 - 3) Final scores: Written exam scores, assessment center exercise scores, and seniority points will be combined for a final score.
 - 4) To be qualified for placement on the promotional eligibility list candidates must have a final score at or above 140.0.
- 27.9. Seniority points will be computed as follows: one point for each year over five (5) years in grade for Firefighters and one point for each year over two (2) years in grade for Lieutenants and for Captains. Each month (fifteen days or more) will count as one-twelfth (1/12) of a point. Seniority points shall be computed as of the date of the examination. Maximum seniority points allowed are five.
- 27.10. Placement on the promotional eligibility list will be in decreasing order of final scores of candidates qualified for promotion only.
- 27.11. Upon completion of the promotional examination procedure, each candidate will receive a final score and a breakdown of the candidate's examination score and seniority points.
- 27.12. A promotional eligibility list shall be prepared upon completion of all examination procedures and be posted upon the expiration of the previous list. Said list shall contain, in decreasing numerical order of final scores, the names of all qualified candidates. Qualified candidates who have not fulfilled other requirements, (the required years in grade), will be indicated on the eligibility list with an asterisk (*) and a notation of the promotional eligibility date.
- 27.13. A Firefighter on the Lieutenant's Promotional Eligibility List must have at least five (5) full years of service as a Firefighter, to be eligible to be promoted to a Lieutenant's position. All candidates must possess and maintain a valid State of Florida certification as a Paramedic as a condition of promotion.
- 27.14. A Lieutenant on the Captain's Promotional Eligibility list must have at least two (2) full years of service as a Lieutenant to be eligible to be promoted to a Captain's position. Upon the expiration of the 1999-2001 Captains eligibility list, all candidates must possess and maintain a State of Florida Paramedic certification as a condition of promotion. All candidates must have successfully completed a college level Associate Degree Program, prior to being promoted to Captain.
- 27.15. A Captain on the Battalion Chiefs Eligibility list must have at least two (2) full years of service as a Captain to be eligible to be promoted to a Battalion Chief, as presented in Article 6, Addendum.
- 27.16. Promotions to "Rescue" Lieutenant shall be made in accordance with the provisions as set forth in Paragraph 4, Article 18.
- 27.17. Whenever a vacancy occurs within the bargaining unit for which there is an active promotional eligibility list, the Fire Chief and/or designee(s) shall interview the top three (3) candidates on the promotional eligibility list. The Fire Chief may select any of the interviewed candidates, regardless of their standing on the promotional eligibility list, in accordance with the Rule of Three. Selections shall be made within thirty (30) days of the date that the vacancy first occurred.
- 27.18. Challenges and appeals to any part of the examination procedure shall be made at the time of the

administration of the respective part of the examination.

- 27.19. Every attempt will be made by the City to administer the promotional examination within thirty days of the expiration date of the current promotional eligibility list.
- 27.20. Promotional Eligibility lists shall be valid for two (2) full years from the date of posting or until the list is exhausted, whichever occurs first. Once a list is exhausted or expires, no new appointments shall be made until a new list is posted.
- 27.21. Each candidate may review his/her answer sheet and the examination questions only one time, during the four-month period that follows the posting of the promotional eligibility list. The Human Resources Department will have the sole discretion to decide when and where the reviews will take place. Reviews will be done by appointment only, and will be on an individual basis. The review will be limited to forty minutes. No notes, tape recordings, or copies may be taken during the review.
- 27.22. All candidates on the promotional eligibility list shall be entitled to the same rights and benefits.
- 27.23. This article shall not have any impact on any promotional eligibility list that may be in effect at the time this bargaining agreement is signed by the parties.

ARTICLE 28 WORK IN OTHER CLASSIFICATIONS

When it is necessary that an employee work in a higher classification for four (4) hours or more of the normal tour of duty, five percent (5%) additional pay for the time required to work in a higher classification will be paid.

ARTICLE 29 HOLIDAYS

- 29.1. The below-listed paid holidays shall be granted under existing City policy:

New Year's Day
Martin Luther King's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Employee's Birthday
Floating Holiday (2)

- 29.2. A holiday falling within an employee's paid sick leave or annual leave shall be paid in addition to such leave or annual leave. Employee's birthday leave may be added to his annual leave time, at his option, at the convenience of the City. Each member of the bargaining unit covered under this Agreement that works a 48 hour week shall receive twelve (12) hours pay for each of the above-mentioned holidays except employee's birthday and floating holidays which are each converted to twelve (12) hours of annual leave for combat personnel and 10 hours of annual leave for staff. Members that work 40 hours per week shall

be governed by Article 44 of the contract.

29.3. In the interest of avoiding scheduling and staffing problems within the Department, each employee requesting a floating holiday shall be required to take his (or her) "floating holiday" on a day approved by the Chief or his designee.

29.4. To equalize and fairly distribute the number of holidays worked by each battalion, the City agrees to the rotation of battalions each leap year (i.e., 1984) on a predetermined day of that year. Employees who exceed their normal workweek hours due to this rotation will receive Annual Leave hours, at one and one-half time, as compensation.

ARTICLE 30 DISABILITY LEAVE

30.1. Disability leave shall be defined as leave with pay granted to an employee for personal disability resulting in the incapacity of the employee to perform any work as directed by the City and arising directly from and out of the discharge of the employee's duties in the course of his employment by the City. Disability leave may be granted from the time of the incapacity of the employee to perform work, as directed by the City, to the time the employee returns to duty as determined by a physician designated by the City as the employee retirement system. Any employee on disability leave shall appear for examination at any reasonable time to any physician designated by the City, and the failure of any such employee to appear for such examination shall automatically terminate disability leave.

30.2. The decision to grant (or not to grant) disability leave to any employee and the duration of any such disability leave shall be the sole and exclusive function of the Human Resources Director, provided, however, that the Human Resources Director must make the decision to grant (or not to grant) disability leave within sixty (60) calendar days from the date of the employee's alleged incapacity to perform any work as directed by the City. In order to alleviate the potential financial hardship to the employee during the period in which the Human Resources Director is investigating the alleged job-related or incurred injury for the purpose of making his decision, the City agrees to grant the employee disability leave on a conditional basis subject to strict compliance with all of the following conditions:

- a. The Fire Chief advises the Human Resources Director that (the Fire Chief) has determined that there is reasonable cause to believe that the personal disability resulting in the incapacity of the employee arose directly from and out of the discharge of the employee's duties in the course of employment by the City.
Further, the Fire Chief advises the Human Resources Director that (the Fire Chief) is recommending that the employee be placed on disability leave (on a conditional basis) pending the outcome of the Human Resources Director's investigation and the issuance of the Human Resources Director's decision to grant (or not to grant) disability leave.
- b. Disability on a conditional basis shall commence immediately upon the Fire Chief advising the Human Resources Director of the findings and recommendations in accordance with paragraph "A" above.
- c. In the event that the Human Resources Director, after conducting his investigation, determines that disability leave shall not be granted to the employee alleging personal disability, the Human

Resources Director, in the discretion of the Director, shall have the right to set off previously paid disability leave (i.e., disability leave paid on a conditional basis) against the employee's annual leave and/or sick leave, which has already been earned or will be earned in the future.

- d. Neither the findings and recommendations of the Fire Chief, nor the granting of disability leave on a conditional basis shall be construed as evidence that the personal disability involved arose directly from and out of the discharge of the employee's duties in the course of employment by the City.
- e. Disability leave pay shall be computed on the basis of the difference between the employee's regular straight time earnings and the benefits paid under the Florida Workers Compensation Law. The City agrees that it will continue to enforce this Article with the practice in effect prior to October 1, 1989.
- f. No employee covered by this Agreement shall accept outside employment of any kind or nature whatsoever, nor engage in any form of self-employment while on disability leave.
- g. The Employee Organization and the City agree that all other conditions pertaining to payment and the administration of disability leave shall be governed by Rule 14.4 of the Personnel Rules and Regulations of the City of Coral Gables, as amended.

ARTICLE 31
SICK LEAVE

- 31.1. Employees shall receive one hundred thirty-two (132) hours sick leave per year. That portion of the employee's first sixty-six (66) hours of sick leave (accrued during the leave year) that is unused at the end of the leave year may be added to his annual leave provided that 108 hours of Sick Leave remain on the employee's account after the transfer. That portion of the last sixty-six (66) hours of sick leave (accrued during the leave year) that is unused at the end of the leave year shall be allowed to accumulate to the maximum of six hundred and ten (610) hours. Any amount above the maximum will be deposited in a trust fund (i.e., special fund) for the employee annually at this current rate of pay at the time the excess sick leave hours are credited to him in accordance with the City's existing Personnel Rules and Regulations. (Where applicable, employees covered hereunder working a forty (40) hour week rather than forty-eight (48) hour week shall be entitled to receive the foregoing on a proportionate basis consistent with the City's existing practice and Article 44 of this Agreement). Upon death or retirement of employee, the employee or his/her heirs, as applicable, will receive payment for the first six hundred ten (610) hours of unused sick leave in accordance with the following formula:

Less than 6 years of service.....0%

6 through 10 years of continuous service.....25%

Over 10 years of continuous service.....100%

Payment shall be at the rate earned by the employee at the time of death or retirement of employment.

- 31.2. Employees covered by this Agreement shall not schedule medical or dental appointments during duty hours. However, the Fire Chief (in his sole discretion) may allow the scheduling of medical or dental

appointments during duty hours on an individual basis. Sick leave will be charged for any medical or dental appointment scheduled during duty hours.

31.3. Recognizing that sick leave is a benefit, the parties agree that the City may take any reasonable steps it deems appropriate to strictly administer and enforce the City's current sick leave policy in such a manner as to eliminate abuse of the sick leave.

31.4. The fiscal year for Sick Leave accounting purposes will end on the final day of the last full pay period in September. Any leave taken after that date will be considered as being used in the following fiscal year.

ARTICLE 32
PERSONAL SERVICES

No employee covered by this Agreement will be required by any officer to perform any personal services, of any kind, including the washing and waxing of "take home" vehicles except on a strictly volunteer basis.

ARTICLE 33
PARKING PERMITS

The President, Vice President and Secretary/Treasurer of Local 1210, shall be granted parking privileges throughout the City of Coral Gables at no charge for union business.

ARTICLE 34
NON-DISCRIMINATION

34.1. No employee covered by this Agreement will be discriminated against by the City or the Union with regard to any job benefits or other conditions of employment accruing from this Agreement because of race, creed, national origin, union membership or non-union membership, age or sex.

34.2. All references to "employees" and/or "firefighters" in this Agreement shall be interpreted to include unit personnel of both sexes. Whenever the male gender is used in this Agreement, it shall be interpreted to include both male and female employees.

ARTICLE 35
HOSPITALIZATION AND MEDICAL

35.1. Recognizing that the Union has chosen to adopt and implement a hospitalization and medical insurance plan (other than the one sponsored by the City), the parties agree that the Union's plan shall, without exception, cover all employees in the bargaining unit. Under no circumstances shall the City have any obligation to apply the City group hospitalization and medical insurance plan (in lieu of the Union plan) to any employee covered by this Agreement.

35.2. a. Effective upon the ratification of this agreement, the monthly contribution rate per employee paid by the City to the Union-sponsored hospitalization and medical insurance plan shall be the same as provided general employees under the HMO plan for employee coverage. If the amount paid by the City for general employee HMO coverage increases, then the amount paid by the City to the union plan shall increase by the same amount. If the amount paid by the City for general employee HMO coverage decreases, then the amount paid by the City to the Union plan shall not decrease but shall remain the same.

- b. The City agrees to provide term life insurance coverage for each employee covered hereunder with a benefit of one-time annual base salary.
- 35.3. The City will make payroll deductions for the cost of Health Insurance for retirees participating in the Union plan.
- 35.4. This Article is subject to strict compliance with the following provisions:
 - a. The City shall have no responsibility to process claims or perform any paperwork involving the aforementioned Union group hospitalization and medical insurance plan.
 - b. The City shall have no obligation to contribute to the aforesaid Union plan unless each and every employee in the bargaining unit is covered by the plan.
 - c. The Union agrees to offer medical insurance coverage to fire department management (non-bargaining unit members that maintain an associate members status with the Union), as an alternative to the City's health insurance plan. This benefit is not offered to civilian personnel (i.e. personnel hired outside of bargaining unit). Such coverage is to be with the same privileges and qualifications as those given to current members of the bargaining unit as long as associate membership status is maintained. The required associate membership shall be based on application, and shall be in accordance with the by-laws of Local 1210.
 - d. In the event the Union should request that the bargaining unit be reinstated to the City plan, the decision to accept or reject such request for reinstatement shall be solely within the discretion of the City.

ARTICLE 36 SEVERABILITY

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 37 AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and/or assignees of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership management of either party hereof, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 38 REOPENING OF NEGOTIATIONS

Except as specifically provided herein, neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement.

ARTICLE 39
UNION ACTIVITY PROTECTED

Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues, which affect the welfare of its members, and the citizens. However, nothing herein shall contravene or be in contradiction with Article One, Section Six of the Constitution of the State of Florida. However, it must be clearly portrayed that the view of the Union or representative is not the view of the City or the Administration.

ARTICLE 40
PAYCHECKS

Paychecks shall be distributed to the employees of the off going shift by 0700 hours on Thursday following each payroll period, providing that the paychecks have been processed by 5:00 P.M. the preceding Wednesday.

ARTICLE 41
RETIREMENT SYSTEM

- 41.1. Retirement benefits for employees covered by this Agreement shall be based on the employee's highest three (3) years of employment with the City.
- 41.2. Employees covered by this Agreement shall be allowed to apply for permission to purchase credit for U.S. military service, up to maximum of five (5) years, in the Coral Gables Retirement System, pursuant to procedures to be promulgated by the City's Retirement Board.
- 41.3. Employees covered by this agreement shall be vested after ten (10) years of service.
- 41.4. Written notification to request early retirement will be given to the Board at least 90 days prior to the requested retirement date.
- 41.5. Non-service connected disability shall be computed at 2.6 times total career earnings.
- 41.6. If a former member of the retirement system returns to the employ of the City of Coral Gables, the employee may after a period of 5 years purchase prior years of service, said period on a day for day basis.
- 41.7. There shall be no age limit for any participant in the retirement system who wishes to buy back eligible time.
- 41.8. Bargaining unit members shall continue to contribute five percent (5%) of their gross pay (excluding uniform allowances) to the City's retirement plan. The City agrees that the contributions will be transferred to the retirement fund within a reasonable period of time after the members receive their paychecks.
- 41.9. Employees covered by this Agreement are eligible to retire with the highest three (3) years of salary average if their age and years of service, as defined in the Retirement Ordinance, add up to seventy (70) or more. The factor for each year of service shall be 3.0. Effective upon ratification of this Agreement a cap of three hundred (300) hours of overtime will apply to yearly averages.
- 41.10. Employees covered under this Agreement shall in all respects be governed by the City's Retirement Ordinance (Chapter 50 - Pensions).
- 41.11. Upon separation from service, the employee's unused leave balances shall be deposited into their Post Employment Health Plan (PEHP).
- 41.12. The City and the Union have agreed to implement a Deferred Retirement Option Plan (DROP). The basic

elements of the DROP in outline form are as follows:

- a. DROP may be elected no earlier than the earlier of the date the employee satisfies the "Rule of 70", attains 25 years of credited service, or reaches age 65.
- b. The election to enter the DROP must be made no later than six months after the later of:
 - (1) the date the employee satisfies the "Rule of 70", or
 - (2) the date the employee attains 25 years of credited service.Provided, however, that if the employee becomes eligible to enter the DROP by virtue of attaining age 65, the employee must elect to enter the DROP within six (6) months of attaining age 65. The election is irrevocable once made.
- c. Once elected, a person may remain in the DROP for a maximum of 96 months. Once a member reaches the end of their participation in the DROP, they shall automatically be separated from employment with the City.
- d. Once in the DROP, the person's benefits will be calculated based on average pay and service as of the DROP date. The person will have the right to choose an optional form of payment (such as joint and survivor). These monthly benefits will be paid to an account within the Coral Gables Retirement System, and will be credited with interest equal to the retirement investment return from a "minimum" of three percent (3%) to a maximum up to the assumption rate per year compounded annually effective January 1, 2004. Once the person actually retires, the account will be paid to the retiree as a lump sum or as monthly annuity payments and the person will actually begin to receive the monthly benefits. The Retirement Board may accelerate or alter any payment schedule as may be required to comply with provisions of the Internal Revenue Code, Sections 401(a)(9) and 415. COLA adjustments that may be made during the DROP period will apply to the benefit.
- e. There will be no disability benefits available while in the DROP. Death benefits will be based on the form of payment elected.
- f. A person not electing the DROP will continue participation in the Coral Gables Retirement System with average pay and service continuing to accrue.
- g. It is understood by both parties to this Agreement that implementation of the DROP is contingent upon the amendment to the Retirement Ordinance being approved by the State of Florida, Division of Retirement. If not approved, the parties will re-open negotiations on the DROP.
- h. It is understood that the DROP must comply with the Internal Revenue Code, especially regarding maintenance of the tax qualification of the Coral Gables Retirement System and should any portion of the Agreement be considered as not in compliance, the parties will re-open negotiations on the DROP (among the portions of the Internal Revenue Code that must be complied with are Section 401 (a)(9) and Section 415).

ARTICLE 42
DRUG AND ALCOHOL FREE WORKPLACE POLICY

42.1. Use and/or consumption of alcoholic beverages, controlled substances, and/or narcotic drugs while on duty.

- a. When a supervisor or sworn firefighter has reasonable suspicion to believe that a bargaining unit employee of the Fire Department (1) is using, consuming, possessing, selling, soliciting, transferring or under the influence of an alcoholic beverage, non-prescribed Schedule I, II or III controlled substance, and/or non-prescribed narcotic drug while on duty, (2) has tampered with a City drug test, or (3) has caused or been involved in an accident while at work which caused substantial injury to property or persons under circumstances which give rise to reasonable suspicion that the employee was under the influence of alcoholic beverages or the aforementioned controlled substances, the supervisor will notify the Chief or designee (of the rank of Battalion Chief or higher) or sworn firefighter, his or her chain of command, for the purpose of observation and confirmation of the employee's condition. The employee will be offered an opportunity to give an explanation of condition, such as reaction to a prescribed drug, over-the-counter medication or illness. A Union representative, if available, shall be entitled to be present during such explanation.

A Union representative, if available, shall be entitled to be present while the Chief or designee is observing the employee. If the Chief or designee, after observing the employee, also has reasonable suspicion to believe that an employee of the Fire Department is using, consuming, and/or under the influence of an alcoholic beverage, or non-prescribed narcotic drug while on duty, then, by a written order signed by both the employee's immediate supervisor and the Chief or designee, the employee may be ordered to submit to toxicology or alcohol blood or urine testing designed to detect the presence of alcohol, non-prescribed Schedule I, II or III controlled substances, and/or narcotic drugs. This provision shall not be deemed a waiver of the City's existing right to initiate disciplinary action in a situation where actual misconduct has already occurred, subject to existing rights of the employee and/or the Union to grieve or otherwise oppose such disciplinary action.
- b. Refusal to submit to toxicology and/or alcohol testing after being ordered to do so may result in disciplinary action.

42.2. Blood and Alcohol Test Procedure; The following procedure shall apply to blood and urine tests administered to bargaining unit employees for the purpose of testing for alcohol, narcotics and/or Schedule I, II or III controlled substances:

- a. The test shall be performed by a laboratory located in Dade County, when possible, which is licensed by the State of Florida.
- b. Urine and blood specimens shall be drawn or collected at the laboratory, hospital or medical facility at which the specimen is to be tested. If this is not possible, then a Union representative, who shall remain in pay status while on regular scheduled duty, shall accompany the specimen from the site where it is collected to the laboratory where it is to be tested. A Union representative, if available, shall be allowed to accompany the employee to the test and observe the collection of specimen. No Fire Department employee shall draw blood or collect a urine

specimen from another employee. If the City or the laboratory requires an observer when the urine specimen is given, the observer shall be the same sex as the employee being tested. All specimen containers and vials shall be sealed and labeled in the presence of the employee and the Union representative.

- c. At the time the urine specimens or blood samples are collected, two samples shall be taken. A third sample or specimen shall be collected in a separate container and shall be sealed in the presence of a City and a Union witness with evidence tape, which tape shall be signed by both witnesses. This third sample shall, at the Union's option, be delivered by the Union to a laboratory selected by the Union or shall be delivered by the Union and City witnesses to the laboratory selected by the Union, which shall be in Dade County, when possible. The cost of testing the third sample shall be borne by the Union.
- d. If the results of the test administered by the City shows that the employee while on duty was under the influence or drank, smoked, ingested, inhaled or injected alcoholic beverages, narcotics, and/or non-prescribed Schedule I, II or III controlled substances, appropriate discipline may be imposed by the City after the below procedure has been followed: The employee and the Union shall be presented with a copy of the laboratory report before any discipline is imposed. The Union and the employee shall then have 48 hours to present to the City any different results from the test of the third sample conducted by a laboratory selected by the Union; however, the failure of the Union or employee to have the third test performed or to present the results to the City shall not be used against the employee as a basis for discipline or in any special appeal proceeding. After considering the results of the third test performed for the Union, if presented, the City may discipline the employee provided that any discipline imposed for the first offense in any 24 month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program (in Dade County) mutually agreed upon between the City, and the employee. If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline may be revoked and may not be used as the basis for any other disciplinary action in the future except, discipline for substance abuse.

42.3. Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employee or officers without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all City rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

42.4. Results of urine and blood tests performed hereunder will be held confidential to the extent permitted by law. Tests shall only be performed for alcohol, narcotics, and Schedule I, II and/or III controlled substances and the laboratory shall only report on the presence or absence of those substances. Tests for other drugs shall not be performed and, if such tests are performed, the results of such other tests shall not be reported to the City.

42.5. In the event that any conflict is determined to exist between the City's Drug and Alcohol Free Workplace Policy and Work Rules and the Florida Drug-Free Workplace Program, including Section 440.102, Florida

Statutes and the accompanying regulations, it is agreed by the City and the Union that the City's drug and alcohol policy will be construed and/or revised, as necessary, to meet the statutory and regulatory requirements of Florida Drug-Free Workplace Program. However, where the policy is mute or does not address a specific issue in this Article, this Article's language will prevail. Nothing in this Agreement or the City's Drug & Alcohol Free Workplace Policy is to be construed as requiring or mandating "across the board" or "random" mandatory drug or alcohol testing.

ARTICLE 43 RECRUIT EDUCATION AND TRAINING

- 43.1. When the City finances the salary, education, and training costs for a person(s) to become a Coral Gables Firefighter these person(s) will agree to be financially obligated to the City of Coral Gables Fire Department for a period not less than two (2) years from the date of certification. If this obligation is not met, the costs will be reimbursed to the City and pro-rated for any portion thereof.
- 43.2. Person(s) receiving Recruit Training conducted by the Coral Gables Fire Department are financially obligated for the costs of salaries, uniforms, etc., for a period of two (2) years from the date of hire.
- 43.3. Any expenses outlined in section 1 & 2 of this Article not met will be pro-rated and reimbursement will be made to the City by the person who received the training and has voluntarily left the City's Fire Department. The Union (Local 1210) shall not be responsible for such payments.

ARTICLE 44 STAFF POSITIONS AND STAFF OFFICERS

- 44.1. Combat personnel that are assigned by the Fire Chief to a 40 hour Staff position will receive the following according to the assignment.
 - a. Temporary (up to a maximum of six [6] months)
 - 1) Minimum of five percent (5%) increase without loss of all assignments and incentives (Ex: EMT, Fire Inspector, Paramedic certification pay, Assigned Driver Engineer, Assigned Paramedic)
 - 2) All holidays off, as listed in Article 29 of this Agreement, at the same regular bi-weekly pay rate; however, if a bargaining unit member is required to work on a holiday he/she shall receive compensation at one and one-half times their normal rate.
 - b. Voluntary permanent (assignments that exceed six [6] months)
 - 1) A minimum of five percent (5%) increase (to be determined by the Fire Chief) without loss of assignments and incentives (Ex: EMT, Fire Inspector, Paramedic certification pay, Assigned Driver Engineer, Assigned Paramedic).
 - 2) All holidays off, as listed in Article 29 of this Agreement, at the same regular bi-weekly pay rate; however, if a bargaining unit member is required to work on a holiday he/she shall receive compensation at one and one-half times their normal rate.
 - 3) Annual leave, sick leave, compensatory leave converted to a 40 hour basis using .8333 x existing hours
 - c. Light Duty (non-job connected illness/injury) 1) Same bi-weekly pay rate (no paygrade or step

increase) 2) All holidays off, as listed in Article 29 of this Agreement, at the same regular bi-weekly pay rate

44.2. Staff Officers/Positions - Eligible personnel that meet the requirements of the job description may be assigned by the Fire Chief as follows:

- a. Job description with rank and salary will be posted on Bulletin Boards no less than 30 days.
- b. All qualified personnel that apply for a Staff Officer position will be interviewed by the Fire Chief and/or a Division Chief.
- c. After the interview process the Fire Chief will make the assignment from among the applicants.
- d. Anyone who receives this assignment will be compensated as dictated in the Job Description. If the person who is assigned to a Staff Officer position returns to a Combat assignment, (based on availability), would return at the same rank, assignment and corresponding salary that would have been attained in the Combat Division.

44.3. Persons eligible for promotion in accordance with Article 27, who are serving in staff officer capacity, may, at the sole discretion of the Chief, be appointed to permanent rank.

44.4. Take home vehicles will be provided to permanent budgeted staff positions. Take home vehicles will be evaluated for possible replacement when they reach five (5) years of service or 60,000 miles. When these vehicles are out of service, a loaner will be issued when available. Take home vehicles operated by the City shall comply with the standards and requirements of applicable legislation governing motor vehicle safety equipment at the time the vehicles are purchased. The take home vehicle privilege may be revoked or suspended by the Fire Chief for just cause including, but not limited to: failure to have a current drivers' license or poor driving record, with preventable accidents.

44.5. A Bargaining Unit member in a staff officer/position, who desires to attend paramedic school, must provide ninety (90) days notice to the Fire Chief's office before being assigned to the Combat Division in order to complete Paramedic School.

ARTICLE 45 SMOKING POLICY

45.1. All Firefighters hired on or after April 1, 1990 shall be non-smokers at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or tobacco products of any kind at all times, when on duty. Any Firefighter hired on or after April 1, 1990, who violates this provision will be subject to appropriate disciplinary action.

45.2. The parties further agree to cooperate to persuade and encourage all Firefighters hired before April 1, 1990 to stop using tobacco products.

45.3. All Firefighters hired before April 1, 1990 will be permitted to smoke tobacco products in designated smoking areas only. Any Firefighter who violates this provision will be subject to appropriate disciplinary action.

ARTICLE 46
EDUCATION & CERTIFICATION INCENTIVE PAY

- 46.1. Employees who request to attend training programs, seminars, meetings, or conventions will be required to submit a Training/Education Request Form. This request must be complete and list all items. (Example: books, tuition, travel, meals, etc.). The Fire Chief (or designee), will review each request and approve or deny all or part of the request, based on the needs of the City.
- 46.2. Upon employee's request to attend training programs, seminars, meetings, competitions or conventions, members normal work hours (24 on 48 off) may be altered. Examples of these alterations are as follows: For a three (3) day training program or seminar, the employee will work three (3) - 8 hour days. For a one (1) or two (2) day training program or seminar, the employee will work two (2) - 12 hour days (* See Addendum). This time at the training program or seminar is considered administrative leave. Any training program or seminar of four (4) days or greater, the employee will be placed on a 40 hour work week. These alterations of the normal work week (24 on, 48 off) are for employee requested training only, and applies to this article only.
- 46.3. Employees covered by this Agreement that attain or have attained degree(s) from an accredited institution will receive \$35.00 per pay period for an Associate's degree or \$65.00 per pay period for a Bachelor's degree.
- 46.4. Personnel who have attained a State Certified Fire Inspector Certificate will be placed on an eligibility list. Ranking on this list will be determined by:
 - a. Date of certification.
 - b. Highest grade, if certification dates are the same.
 - c. Firefighters that are hired on the department with this certification will be placed at the bottom of the list.
 - d. Personnel on the eligibility list will receive a \$100 bi-weekly incentive. The number of personnel to receive this incentive shall be unlimited. These personnel may be utilized by the on-duty Battalion Captain for special skills.
 - e. The Fire Chief may hire and appoint individuals outside of the Bargaining Unit to the Fire Inspector positions. These individuals may be non-firefighters, at the discretion of the Fire Chief. Any member of this Bargaining Unit presently assigned to Fire Prevention may not be involuntarily removed from the positions in Fire Prevention.
- 46.5. All State requirements necessary to maintain the State Certified Fire Inspector Certificate will be the responsibility of the individuals on the eligibility list. The cost of classes attended for recertification is reimbursable through the tuition reimbursement program.
- 46.6. All EMT-B's, up to and including the rank of Lieutenant who successfully complete the advanced airway module shall receive an additional 5% per pay-period, effective October 1, 2006, and effective October 1, 2007, shall receive 7% per pay period.
- 46.7. Employees covered by this Agreement may apply for tuition reimbursement for courses in a degree seeking educational program that is fire service related in accordance with the following provisions.
 - a. To receive reimbursement the course must be pre-approved by the Fire Chief.
 - b. All college degrees and programs must be accredited by a recognized accrediting agency that is

approved by the U.S. Department of Education or the Council on Higher Education Accreditation (CHEA).

c. Reimbursements for pre-approved courses will be according to the following schedule:

GRADE		
A	---	100%
B	---	90%
C	---	80%
D	---	0%
F	---	0%

d. A grade of P in a "Pass-Fail" course will be eligible for 80% reimbursement.

e. Notwithstanding any other provisions of this article, a maximum of \$1,500 per semester and \$6,000 per calendar year will be allowed per eligible employee during the term of this contract.

f. In order to receive said reimbursement employees must show proof of satisfactorily completing the course within 45 days of the completion of the semester or term.

ADDENDUM

The following examples are written in order to clarify #2 of Article 46. These changes to the employees normal work hours (24-48) are intended for training/educational purposes and only upon request from the employee.

Examples:

- If employee wants to attend a one (1) day seminar, that is not on a duty day, the employee works 12 hours on normal shift/battalion and is given 12 hours administrative leave to attend class.
- If employee attends a two (2) day seminar, the employee is given two (2) 12 hour days of administrative leave to attend class and does not report to normal shift.
- If employee attends a three (3) day seminar/training, the normal shift is changed to reflect three (3) 8 hour days of administrative leave to attend the event.
- Anything greater than three (3) days or out of town is subject to a 40 hour work week.

ARTICLE 47 BEREAVEMENT LEAVE

47.1. In the event of a death of a member of the employee's immediate family battalion employees shall be granted immediate bereavement leave of two (2) shifts for funerals within a radius of 250 miles from the City and three (3) shifts for funerals outside of that radius.

47.2. In the event of a death of a member of the employee's immediate family 40 hour employees shall be granted immediate bereavement leave of four (4) duty days for funerals within a radius of 250 miles from the City and six (6) duty days for funerals outside of that radius.

47.3. Immediate family is defined as: father, mother, son, daughter, sister, brother, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, or any other person

who was, at time of passing, a member of the employee's immediate household.

47.4. If additional time is requested by the employee, such time will be granted from the employee's accumulated annual leave.

ARTICLE 48 SUBSTITUTIONS

48.1. Battalion personnel on a 48 hour work week will be allowed to contract a maximum of four hundred thirty-two (432) hours substitution time in a 12 month period, October 1, to September 30.

48.2. Such substitution privilege will be held to a maximum of 144 hours, (indebted or owed), at any given time during the 12 month period.

48.3. The above limitations may be extended at the discretion of the Fire Chief or designee.

48.4. All substitutions will comply in all respects with both the current Coral Gables Fire Department Standard Operating Procedures, and the Substitution Agreement Contract form.

ARTICLE 49 COMPENSATORY TIME

49.1. Bargaining unit members working overtime have the choice of overtime pay or, at the employee option (with the approval of the Fire Chief or designee), compensatory time.

49.2. All compensatory time will be entered on the overtime log.

49.3. Bargaining Unit members who attend training offered by the Coral Gables Fire Department or any other entity on their own time, will be entitled to compensatory time for the time spent in such training, provided the Fire Chief or designee approves the attendance.

49.4. Compensatory time accrued will be capped at 480 hours for 48-hour personnel and 400 hours for 40-hour personnel.

49.5. Compensatory leave accruals may be carried over from fiscal year to fiscal year, as long as accrual is below agreed cap.

49.6. Requests for compensatory leave are to be processed in the same manner as requests for unscheduled annual leave.

49.7. No provision of this article is to be construed as a conflict with the provision of Article 46 of this Agreement.

49.8. Bargaining unit members in the Deferred Retirement Option Plan (DROP) may, with the approval of the Fire Chief or designee, accumulate up to 80 hours of compensatory leave. Any unused balance shall be paid in full to bargaining unit members semi-annually.

ARTICLE 50 AIR TECHNICIANS

50.1. The City shall assign nine (9) Air Technicians (three [3] per battalion), and on a regular basis.

a. Assigned Air Technicians shall receive additional 5% pay above regular compensation, said additional pay to also apply to paid leave occurring during the period of such assignment.

50.2. For the purpose of filling permanent Air Technician vacancies, an eligibility list will be established.

a. Eligible personnel must be an assigned driver engineer with the appropriate Level 2 certification

as a service maintenance technician, as determined by the Fire Chief or designee.

b. Standings on the list will be determined by the certification date as a Level 2 Technician or equivalent to be determined by the Fire Chief or designee. In the event that the certification dates are identical, the standings will then be determined by date of completion of the CGFD Driver/Engineer Program.

50.3. In the event there arises a permanent vacancy in the regular assignment of Air Technicians (among the nine (9) regularly assigned), the Fire Chief or designee, within 30 days, shall fill said vacancy by selecting one (1) employee from among the three (3) employees ranking highest on the Air Technician Eligibility list.

50.4. No two (2) Air Technicians on the same battalion will have the same Kelly Day or select the same annual leave.

ARTICLE 51
LEAVE DONATION

51.1. Subject to compliance with the following provisions, employees covered by this Agreement may be provided the opportunity of donating accrued leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work due to an extended, non-work related illness or injury, that is of a life threatening nature and when the designated employee has exhausted all earned leave.

51.2. Requests in writing for permission to solicit donations of accrued leave from departmental personnel shall be submitted to the Human Resources Director. In reviewing such requests, consideration shall be given to the designated employee's previous leave history, as well as the nature of the illness or injury. Such written requests shall include the employee's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known. The request must be accompanied by a written diagnosis from a certified physician. The City reserves the right to invoke the Family Medical Leave Act with the appropriate documentation as required by law.

51.3. Upon approval of such request by the Human Resources Director, the Department shall distribute Application for Donation forms to employees willing to donate accrued leave time. The donation must be made as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of accrued leave time.

51.4. As forms are completed by the donors, the Department will forward such forms to the Human Resources Department, where forms will be time and date stamped in the order each form is received. Donated time will be credited to the absent employee, as needed, in the order in which the forms are received. Excess donations received but not used will be voided.

51.5. A maximum of 240 hours of leave time donated will be permitted per individual request at the discretion of the Human Resources Director. Upon exhaustion of these 240 hours, any additional hours of leave will be at the sole discretion of the City Manager or designee. Decisions to grant donated leave are final and not subject to grievance. Requests will be evaluated on a case by case basis. Employees wishing to donate time may donate up to 80 hours of accrued leave (not Floating Holidays). In the case of combat personnel, the hours will be 360 and 96, respectively.

51.6. Donated time will be transferred to the recipient on an hour-for-hour basis.

- 51.7. Time donated for this purpose will not be considered during the performance rating period, nor will it reflect a donator's right to convert leave to accrued annual leave as provided in this Agreement.
- 51.8. The Department will immediately notify the Human Resources Department as well as the payroll unit of the Finance Department of the employee's return to work or of any major change in the employee's physical condition.

APPLICATION FOR DONATION OF LEAVE

Please deduct from my accrued _____ leave _____ hours. I wish to donate the hours to _____, who has currently exhausted all his/her accrued leave. By my signature appearing below, I expressly acknowledge and clearly understand that the City of Coral Gables has no obligation whatsoever to pay me, and that I will not be paid by the City for the time I am donating to the employee identified above. I also acknowledge and represent to the City that my donation of accrued leave is made to the employee identified above for use in compensating that employee and that my donation is made of my free will, as my voluntary act, and that I was under no duress or coercion to make such a donation.

NAME OF EMPLOYEE (Print)

EMPLOYEE NUMBER _____

SIGNATURE OF EMPLOYEE _____ **DATE:** _____

DEPARTMENT/DIVISION NAME AND NUMBER _____

APPROVED BY:

Human Resources Director

ARTICLE 52
POST EMPLOYMENT HEALTH PLAN

The City of Coral Gables agrees to participate in a Post Employment Health Plan (PEHP) for the Coral Gables Professional Firefighters, IAFF, Local 1210, in accordance with the terms and condition of the Plan's Participation Agreement, a copy of which is on file with both parties. The City agrees to contribute to the Plan as follows:

- 52.1 For the term of this Agreement, the City shall contribute for each eligible member of the bargaining unit, the amount of nine hundred and fifty dollars (\$950) effective September 30, 2002.
- 52.2 Within thirty (30) days of contract ratification, the City shall contribute 100% of all bargaining members excess leave account, due to the employee as per this contract, otherwise known as the sick leave bank, to the Health Insurance Premium Reimbursement sub-account at the conversion rate of 100% of the earned hourly value of sick leave as determined by a mutually agreed upon letter of agreement.
- 52.3 Upon termination of employment for any reason, a percent, to be determined by letter of agreement of the eligible bargaining unit member's accumulated sick and/or annual leave that would otherwise have been paid to the bargaining unit member had the City not participated in the Plan, should be contributed to the Participant's Health Insurance Premium Reimbursement sub-account at 100% of its earned value to be determined by a mutually agreed upon letter of agreement.
- 52.4 The final contribution to the Plan upon the eligible bargaining unit member's separation from City service when added to the Participant's account balance valued immediately prior to the City's contribution, shall in no event exceed \$100,000. Any sick and/or other compensated leave separation payment in excess of the final Plan contribution shall be directly paid to the bargaining unit member upon separation.
- 52.5 Subject to limits and requirements elsewhere in this Agreement, each September, an employee may elect to rollover up to one hundred (100) hours of unused annual leave or sick leave, from the current year's allotment, into their PEHP account.

ARTICLE 53
MEDICAL SCREENINGS

The City shall provide an annual medical screening for all bargaining unit members covered by this Agreement during the term of this Agreement. The medical screenings shall be offered on a voluntary basis and shall include the following at the request of the bargaining unit member:

1. Full blood work and urinalysis.
2. Chest x-ray.
3. Electro-Cardiogram.
4. Basic eye and ear exam.
5. Maximal treadmill test every three (3) years upon reaching the age of forty (40).
6. Sigmoidoscopy every five (5) years upon reaching the age of forty (40).
7. Women may receive a mammogram every year.
8. Colonoscopy every five (5) years upon reaching the age of fifty (50).
9. Bargaining unit members will not be permitted to attend medical screenings on duty.
10. Individual results shall not be disclosed to the City.

ARTICLE 54
DURATION OF AGREEMENT

This Agreement shall be effective from October 1, 2008, and shall remain in full force and effect until and including September 30, 2011, except that it is understood and agreed that Article 6.1 shall be reopened on or after July 1, 2010 upon ten (10) days written notice by the City to the Union for the sole purpose of consideration of wages. Upon the expiration of this Agreement, it shall automatically be renewed from year to year unless either party notifies the other in writing that it desires to change, alter or amend this Agreement in accordance with applicable law. In the event that such notice is given, negotiations shall proceed in accordance with such applicable law.

DATED this _____ day of _____, 2009.

THE CITY OF CORAL GABLES

Authority of Resolution No. _____
duly passed and adopted by the Coral Gables
City Commission on

Maria Alberro-Jimenez
Interim City Manager

ATTEST:

Walter Foeman
City Clerk

LOCAL NO. 1210, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

Daniel J. Thornhill
Secretary/Treasurer

Michael Chickillo
President

Approved as to form:

Elizabeth M. Hernandez, City Attorney