



AGREEMENT

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1210**

AND

THE CITY OF CORAL GABLES

OCTOBER 1, 2017 – SEPTEMBER 30, 2020

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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 employees covered by this agreement shall receive the following across-the-board wage increases:
- Fiscal Year 2018: 2% across-the-board increase retroactive to October 2, 2017 in accordance with the Step Pay Plan attached as Addendum I.
 - Fiscal Year 2019: 2% across-the-board increase retroactive to October 1, 2018 in accordance with the Step Pay Plan attached as Addendum II.
 - Fiscal Year 2020: 1.125% across-the-board increase effective on October 14, 2019 in accordance with the Step Pay Plan attached as Addendum III.
 - The provisions of section 6.1 apply only to those covered employees employed on the ratification date of this Agreement and on the effective date of any pay increase.
 - Any retroactive payments due in accordance with this section for Fiscal Years 2018 and 2019 shall only be paid to eligible employees (i.e., employees employed on the ratification date of this Agreement).
- 6.2. Employees shall receive a one-time .875% pay supplement based upon the employee's base pay as of September 30, 2019. The pay supplement shall be paid within forty-five (45) days after October 1, 2019. The pay supplement shall be non-pensionable, paid in a lump sum and is a supplement for fiscal year 2019-2020. The pay supplement shall only apply to those employees employed by the City on October 1, 2019.
- 6.3. The Step Pay Plan for each applicable fiscal year shall be administered as follows:
- Employees will advance annually to the next step in the applicable Step Pay Plan on their anniversary date.
 - Steps 10L, 15L and 20L reflect the loyalty steps that employees receive after the completion of ten (10), fifteen (15) and twenty (20) years of service.
 - When an employee is promoted, the employee will be moved from the employee's current step of the applicable Step Pay Plan for the lower classification into the same step of the promoted classification on the applicable Step Pay Plan.
 - The salaries set forth in the Step Pay Plans attached as Addenda I, II & III, to this Article apply to certified paramedics and, therefore, include the 12% certification pay for an active state paramedic certification that was provided by prior collective bargaining agreements.
 - For those employees who have been grandfathered in and are not required to obtain a State of Florida paramedic certification, their base salaries shall be calculated by reducing the salaries in the applicable Step Pay Plans (which contain 12% Paramedic Certification pay) by 5% so that they maintain the 7% EMT Certification pay. Effective October 11, 2016, employees hired without a State of Florida paramedic certification shall be required to obtain a State of Florida paramedic certification within nine (9) months of hire. If an employee fails to obtain the certification within nine (9) months of hire, the employee shall be immediately terminated from City employment. The salary of employees hired without a paramedic certification shall be calculated by reducing the salaries in the applicable Step Pay Plans (which contain 12% Paramedic Certification pay) by 5% so that they maintain the 7% EMT Certification pay. Notwithstanding the foregoing, the Fire Chief, in consultation with the Human Resource Department, may extend the time that a new hire has to obtain a State of Florida paramedic certification. If the Fire Chief extends the time a new employee has to obtain his/her paramedic certification and that extension exceeds the

employee's probationary period, the employee's probationary period will be extended through the extension date that the employee is given to obtain his/her paramedic certification.

- The Step Pay Plans attached as Addenda I, II and III to this Article also set forth all of the special assignment pay/incentive pay for things such as assigned paramedic inspector certification pay, driver/engineer (driver/engineer pay shall be eliminated on October 14, 2019), etc. The special assignment pay/incentive pay will only be paid to those employees who are actually working in the assignment in the case of an assignment pay or who meet the qualifications in the case of the incentive pay. The assignment pay/incentive pay are not retained upon a change to a different assignment or upon promotion, unless the employee is actually in the assignment or qualifies for the specific incentive pay.
- Effective upon ratification of this Agreement, firefighters assigned to the SWAT/Medic team shall receive an assignment pay of \$75.00 bi-weekly. Such assignment pay shall not be pensionable.

ARTICLE 6 ADDENDUM I

IAFF SALARY

Fiscal Year 2018 (Effective October 2, 2017)

This Step Pay Plan Includes 12% Paramedic Certification Pay

YEARS OF SERVICE	Firefighter (12 Steps)	Lieutenant (9 Steps)	Captain (7 Steps)	Battalion Chief (5 Steps)	PREMIUMS	
					FIRE PREMIUMS	BIWEEKLY RATE
Step	21F	24F	27F	29FF		
1	\$59,846.46				State Incentive	Up to \$130 / mo.
2	\$61,641.85				Inspector Cert.	\$100.00
3	\$63,491.11				Bachelor Degree	\$65.00
4	\$65,395.84				Advance Training	\$100.00
5	\$67,357.72	\$78,976.65			EMT*	-5%
6	\$69,378.45	\$81,345.95			Assigned Paramedic	7%
7	\$71,459.80	\$83,786.33	\$95,361.83		Assignments	
8	\$73,603.59	\$86,299.92	\$98,222.69		Air Technician	5%
9	\$75,811.70	\$88,888.92	\$101,169.37	\$111,539.13	Driver/Engineer	5%
10	\$78,086.05	\$91,555.59	\$104,204.45	\$114,885.30		
10L	\$81,990.36	\$96,133.36	\$109,414.67	\$120,629.56		
11	\$84,450.07	\$99,017.37	\$112,697.11	\$124,248.45		
12	\$86,983.57	\$101,987.89	\$116,078.02	\$127,975.90		
13		\$105,047.52	\$119,560.36	\$131,815.18		
14						
15L	\$91,332.75	\$110,299.90	\$125,538.38	\$138,405.94		
20L	\$95,899.38	\$115,814.89	\$131,815.30	\$145,326.24		

* Employees who have been grandfathered in and are not required to obtain a paramedic certification and those employees hired without a paramedic certification will continue to receive 7% EMT certification pay, which will be calculated by reducing the salaries in the pay plan (which contain 12% Paramedic Certification pay) by 5%.

Loyalty pay of 5% (10L, 15L, 20L) will be applied after the completion of 10, 15, and 20 years of service.

**ARTICLE 6 ADDENDUM II
IAFF SALARY**

Fiscal Year 2019 (Effective October 1, 2018)

This Step Pay Plan Includes 12% Paramedic Certification Pay

YEARS OF SERVICE	Firefighter (12 Steps)	Lieutenant (9 Steps)	Captain (7 Steps)	Battalion Chief (5 Steps)	FIRE PREMIUMS	
					Step	BIWEEKLY RATE
	21F	24F	27F	29FF	State Incentive	Up to \$130 / mo.
1	\$61,043.39				Inspector Cert.	\$100.00
2	\$62,874.69				Bachelor Degree	\$65.00
3	\$64,760.93				Advance Training	\$100.00
4	\$66,703.76				EMT*	-5%
5	\$68,704.87	\$80,556.19			Assigned Paramedic	7%
6	\$70,766.02	\$82,972.87			Assignments	
7	\$72,889.00	\$85,462.06	\$97,269.07		Air Technician	5%
8	\$75,075.67	\$88,025.92	\$100,187.14		Driver/Engineer	5%
9	\$77,327.94	\$90,666.70	\$103,192.75	\$113,769.91	SWAT Medic	\$75.00
10	\$79,647.77	\$93,386.70	\$106,288.54	\$117,183.00		
10L	\$83,630.16	\$98,056.03	\$111,602.96	\$123,042.16		
11	\$86,139.07	\$100,997.71	\$114,951.05	\$126,733.42		
12	\$88,723.24	\$104,027.64	\$118,399.58	\$130,535.42		
13		\$107,148.47	\$121,951.57	\$134,451.49		
14						
15L	\$93,159.40	\$112,505.90	\$128,049.15	\$141,174.06		
20L	\$97,817.37	\$118,131.19	\$134,451.61	\$148,232.76		

*Employees who have been grandfathered in and are not required to obtain a paramedic certification and those employees hired without a paramedic certification will continue to receive 7% EMT certification pay, which will be calculated by reducing the salaries in the pay plan (which contain 12% Paramedic Certification pay) by 5%.

Loyalty pay of 5% (10L, 15L, 20L) will be applied after the completion of 10, 15, and 20 years of service.

ARTICLE 6 ADDENDUM III

IAFF SALARY

Fiscal Year 2020 (Effective October 14, 2019)

This Step Pay Plan Includes 12% Paramedic Certification Pay

YEARS OF SERVICE	Firefighter (12 Steps)	Driver Engineer (9 Steps)	Lieutenant (9 Steps)	Captain (7 Steps)	Battalion Chief (5 Steps)	FIRE PREMIUMS	
						BIWEEKLY RATE	
Step	21F		24F	27F	29FF		
1	\$61,730.13					State Incentive	Up to \$130 / mo.
2	\$63,582.03					Inspector Cert.	100.00
3	\$65,489.49					Bachelor Degree	65.00
4	\$67,454.17	\$70,826.88				Advance Training	100.00
5	\$69,477.80	\$72,951.69	\$81,462.44			EMT*	-5%
6	\$71,562.13	\$75,140.24	\$83,906.32			Assigned Paramedic	7%
7	\$73,709.00	\$77,394.45	\$86,423.51	\$98,363.34		Assignments	
8	\$75,920.27	\$79,716.28	\$89,016.21	\$101,314.24		Air Technician	5%
9	\$78,197.88	\$82,107.77	\$91,686.70	\$104,353.67	\$115,049.82	SWAT Medic	\$75.00
10	\$80,543.81	\$84,571.00	\$94,437.30	\$107,484.28	\$118,501.31		
10L	\$84,571.00	\$88,799.55	\$99,159.16	\$112,858.50	\$124,426.38		
11	\$87,108.13	\$91,463.54	\$102,133.94	\$116,244.25	\$128,159.17		
12	\$89,721.38	\$94,207.45	\$105,197.96	\$119,731.58	\$132,003.95		
13			\$108,353.89	\$123,323.53	\$135,964.06		
14							
15L	\$94,207.45	\$98,917.82	\$113,771.59	\$129,489.70	\$142,762.27		
20L	\$98,917.82	\$103,863.71	\$119,460.17	\$135,964.19	\$149,900.38		

*Employees who have been grandfathered in and are not required to obtain a paramedic certification and those employees hired without a paramedic certification will continue to receive 7% EMT certification pay, which will be calculated by reducing the salaries in the pay plan (which contain 12% Paramedic Certification pay) by 5%.

Loyalty pay of 5% (10L, 15L, 20L) will be applied after the completion of 10, 15, and 20 years of service.

Effective October 14, 2019, the 5% non-pensionable Driver Pay is eliminated and Driver Engineers shall be paid in accordance with their respective step under the column "Driver Engineer" in the Step Pay Plan.

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. 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. Effective October 1, 2019, the annual uniform allowance shall increase to one thousand dollars (\$1,000.00).
- 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
DOMESTIC PARTNERSHIP

- 10.1. Employees covered by this Agreement will be eligible for the benefits outlined in the City Code at Article X Domestic Partner Benefits.
- 10.2. The processes and procedures for receiving such benefits shall be as established in the City's Personnel Rules & Regulations.
- 10.3. Any employee who obtains or attempts to obtain benefits fraudulently or who fails to notify the City of any termination of a domestic partnership shall be subject to (1) recovery of any benefits improperly paid and (2) disciplinary action, up to and including termination.

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, and, 4) paramedics
 - b. Examples of how to calculate factor:

$2 \times 3.75 = 9$	$5 \times 3.75 = 18$
$3 \times 3.75 = 12$	$6 \times 3.75 = 24$
$4 \times 3.75 = 15$	$7 \times 3.75 = 27$

- * 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* - Two (2) battalion personnel
 - d. Air Truck * - One (1) battalion personnel
 - e. Squad Transport* -- Two (2) battalion personnel
 - f. Additional aerials --- Four (4) battalion personnel

* Apparatus may be combined in any arrangement to staff a two (2) or three (3) piece company. Personnel will consist of a minimum of three (3) to five (5) battalion personnel.

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

- 12 captains (4 per battalion)
- 21 lieutenants (7 per battalion)
- 3 battalion chiefs (1 per battalion) (a 4th swing battalion chief has been added as a pilot program through the duration of this Agreement)

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 April 1 and completed by July 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. Upon notification, an employee on duty must select Annual Leave during that duty day. Any employee who will be on Leave (or Kelly Day) during April 1 through July 30, will leave a first, second and third choice with the Fire Chief or designee along with an emergency contact number or will be passed over.

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>
1 st year	112
2 nd through 9 th year	140
10 th through 14 th year	168
15 th through 19 th year	196
20 th through 24 th year	224

- 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. Probationary employees are not permitted to take leave until after they serve 6 months of their probationary period. Probationary employees are not required to utilize the 48 hour leave requirement during their one (1) year probationary period. Any leave requests for probationary employees must be approved by the Fire Chief or designee.
- 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 \$35.00, and the hourly rate for all other services shall be \$50.00, 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 \$35 and/or \$50 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-USAR related deployments (out of Miami-Dade County), portal to portal will be paid by the requesting agency. Effective October 1, 2019, the hourly rate for all other services when an agency other than the City is paying shall increase from \$50.00 to \$55.00.

- 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 through the staffing software (TeleStaff), available for review. The overtime logs shall be maintained by the Fire Chief or designee through the staffing software (TeleStaff) 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 be carried over from year to year.
- a. 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.
 - b. 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.
 - c. All USAR, 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.
 - d. 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.
 - e. All mandatory overtime paid for court, depositions, holdovers, etc., will not be entered.
 - f. It is incumbent upon each individual, if they desire overtime, to make themselves available for notification.
 - g. 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
- h. A rank/skill shall be called by first contacting the most senior person with the least charged overtime.
- i. 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.
- j. 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.
- k. The Fire Chief or designee through the staffing software (TeleStaff) or by direct contact for those employees on-duty shall be the only communicator to call personnel for overtime.
- l. 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.
- m. People being called shall be deemed no contact if:
 - 1. The phone number listed on the overtime log is not answered.
 - 2. An answering machine or voice mail message is left and the message, is not returned by the person being called before subsequent calls to other individuals are made.
 - 3. If a person at the original number called refers the caller to another number, only one phone call to another number will be made.
- n. Overtime openings for special events shall be filled based on special skills needed and lowest overtime hours.
- o. 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.
- p. Overtime hours worked of four (4) or less hours shall not be applied to the combat overtime log when payment for such overtime is received.

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. No employee is entitled to more than one (1) Kelly Day in a 144 hour work period. 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 assign thirty (30) driver engineers, i.e., ten (10) driver/engineers on each battalion:
 - 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%) (non-pensionable) additional pay above their regular compensation through October 13, 2019 ("Driver Pay"), said additional pay to also apply to paid leave occurring during the period of such regular assignment. The Driver Pay shall be eliminated on October 14, 2019.
 - 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 Effective October 14, 2019, the driver/engineer assignment shall be converted into a separate job classification. The City shall have thirty (30) Driver Engineers. All firefighters who on October 13, 2019 were assigned as Driver Engineers will be placed into the job classification of a Driver Engineer on October 14, 2019. Effective October 14, 2019, the 5% non-pensionable Driver Engineer assignment pay is eliminated and Driver Engineers will be paid in accordance with the pay listed for Driver Engineers set forth in the Step Pay Plan in Addendum III, which shall be pensionable. Placement into the Step Pay Plan as a Driver Engineer will be based on the number of years that the firefighter has been a certified firefighter with the City.
- a. Any firefighter placed into the job classification of Driver Engineer after October 14, 2019, shall serve a probationary period of six (6) months in the same manner as Lieutenants, Captains and Battalion Chiefs.
 - b. In the event that a Driver Engineer desires to exercise their right to obtain a substitute under existing Departmental policy, the Driver Engineer shall be required to obtain as a substitute one (1) of the other Driver Engineers.

ARTICLE 18
EMERGENCY MEDICAL TECHNICIANS/PARAMEDICS

- 18.1 The City shall attempt to assign a minimum of fifty-one (51) – seventeen (17) on each battalion – State of Florida Certified paramedics on a regular basis; fifteen (15) of the paramedics shall be lieutenants or acting lieutenants. 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 a paramedic. This probationary period shall commence from the employee's initial assignment as a regular paramedic and shall apply only to the employee's continued assignment as a 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 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 a 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 test administered by the Chief or designee or the City.
 - c. All assigned paramedics shall receive seven percent (7%) above their base compensation as set forth in the Step Pay Plans attached as Addenda I, II & III to Article 6.

- d. Maintaining State certification will be the responsibility of each individual paramedic with the following conditions:
 - 1. All certification classes will be paid for by the City.
 - 2. Classes that are necessary to retain the State paramedic 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.
 - 4. All assigned paramedics who successfully complete Advance Cardiac Life Support (ACLS), and two (2) 8-hour approved training courses (as approved by the Fire Chief), 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 (BTLS), 12 Lead/Acute Myocardial Infarction Management, Pediatric Advanced Life Support (PALS), or any other course(s) deemed necessary by 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. Any additional State recertification 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.
 - e. In the event an employee assigned as a regular 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.
 - f. 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 7% assigned paramedic pay and any other pay provided for in this Article will continue to receive the additional pay during the period they are performing such other duties.
 - g. Subparagraphs a - f 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 an Eligibility List of those employees who have qualified as a paramedic. All 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 Sections 18.2(a) – (c) 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. New employees hired with State of Florida Paramedic Certification shall be placed on the list pursuant to the above-listed priorities. Employees hired without a paramedic certification will have 6 months to obtain such certification and will be placed on the

eligibility list in accordance with Sections 18.2(a) – (c) upon the date of certification. 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. 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 paragraphs 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 Fire Chief or designee, at his discretion, determines that there is a need to assign employees to a paramedic assignment on a temporary basis, the Fire Chief or designee shall fill such assignment by selection of any employee who is on the Paramedics' Eligibility List and who is assigned to the same battalion where the temporary vacancy has occurred. If no Firefighter on the same battalion is on the Paramedics' Eligibility List, or if any employee who is on the list and who is 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 a paramedic assignment, shall receive the seven percent (7%) assignment pay if the employee works four (4) hours or more in said assignment. Temporary assignment pay shall not be paid for any paid leave time occurring during periods of temporary assignments.
- 18.6. No employee shall be entitled to receive both driver/engineer assignment pay and paramedic assignment pay for any given period.
- 18.7. 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.. They will also continue to

receive A/T pay if the employee attends the proper CEU classes as stated in Article 18.1.d, off-duty with no compensation. However, employees on sabbatical shall not be entitled to the 7% assigned paramedic pay.

- 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 chief 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. In addition, for any promotional exam being administered after the ratification date of this Agreement, candidates must:
- a) Have served at least two (2) years as firefighter to sit for the Driver Engineer exam
 - b) Have served at least four (4) years as a firefighter and be certified as a Fire Department Driver Engineer or complete the driver familiarization course to sit for the lieutenant examination
 - c) Have served at least one (1) year as a lieutenant to sit for the captain examination
 - d) Have served at least one (1) year as a captain to sit for the battalion chiefs examination
 - e) Driver Engineer candidates must successfully complete/pass the State of Florida Apparatus and Pump Operator courses. Class and required exam attendance must be off duty with no compensation.
The two courses required are:
 - FFP 1301 Fire Service Hydraulics
 - FFP 1302 Apparatus OperationsIf the State of Florida makes any changes to the classes currently required to become certified as a Driver Engineer, such changes shall also apply to a Driver Engineer seeking to be eligible to sit for the Driver Engineer exam.
 - f) Lieutenant candidates must have successfully completed all the classes being offered for the Fire Officer I Certification by the State of Florida. Class and required exam attendance must be off duty with no compensation.
 - g) Captain candidates must have successfully completed all the classes being offered for the Fire Officer II Certification by the State of Florida. This is in addition to the classes for the Fire Officer I Certification. Class and required exam attendance must be off duty with no compensation.
 - h) Battalion Chief candidates must have successfully completed all of the classes being offered for the Fire Officer III Certification by the State of Florida. This is in addition to the classes for the Fire Officer I and II Certifications. Class and required exam attendance must be off duty with no compensation.
 - i) In order to be eligible to sit for the exam, the candidate must have completed the required courses for the respective promotional examination set forth in Section 27.2 of this Article prior to applying in the Human Resources Department for the promotional examination. Further, in order to be promoted to lieutenant, captain and battalion chief once on the eligibility list, candidates on the eligibility list, in addition to having completed the required courses set forth above for the applicable promotional opportunity, must also obtain the certification (i.e., Fire Officer I, II and/or III) for the respective promotional opportunity prior to promotion.

- j) Upon successful completion of the courses, the City shall reimburse the firefighters the cost of the classes and examination.
 - k) The Fire Chief, in his/her sole discretion, may allow a candidate in lieu of taking the classes offered for one of the aforementioned certifications, to take other similar type courses, provided it is approved in writing prior to the candidate applying in the Human Resources Department for the promotional 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. The City will provide an orientation prior to the day of the assessment center exercise to interested candidates.
- 27.6. The City shall make available, the following materials, if they are on the reading list:
- a) Fire Department Rules and Regulations/Standard Operating Procedures.
 - b) Fire Department Standard of Cover
 - c) Fire Department Medical Protocol and Procedures Manual
- 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 for any promotional exam being administered after the ratification date of this Agreement:
- 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) and education points (if any) to compute a composite score (i.e. a score of 70% with 5 seniority points and 2 educational points would be $70 + 5 + 2 = 77$).
- 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 correctly answer a minimum of 70.000% of the questions on the written examination (no rounding off).
 - 2) For lieutenant, captain and battalion chief promotional examinations administered after the ratification date of this Agreement, the weight given to each portion of the exam will be 70% weight given to the written examination and 30% weight given to the assessment center. For the driver engineer examination, the weight given to each portion of the exam will be 50% weight given to the written examination and 50% weight given to the assessment center. Education points (if applicable) and seniority points (if any) will be added to the total final score.
- c) Candidates who possess a degree from an accredited college/university in a Fire/Emergency Service related field of study will be eligible to receive education points added to their total final score as set forth below for promotional exams administered after the ratification date of this Agreement. Education points shall not be given on the Driver Engineer examination. A candidate shall only be eligible to receive education points for one degree. In other words, if a firefighter has a Master's degree, the maximum number of points he/she will receive is three (3) points and if a firefighter has for example two Bachelor's degrees, the maximum number of education points that he/she will receive is two (2) points.
- Driver Engineer examination – no education point will be awarded;
 - Lieutenants promotional examination ONLY: Associate Degree - 1 point;
 - Lieutenant, Captain and Battalion Chief promotional examinations: Bachelor Degree – 2 points; or
 - Lieutenant, Captain and Battalion Chief promotional examinations: Master's Degree – 3 points.

To be eligible to receive education points, the candidate must have received one of the degrees set forth below from an accredited college/university prior to applying in the Human Resources Department for the promotional examination:

- Fire Science
- Emergency Medical Services
- Emergency Management
- Nursing
- Public/Business Administration
- Finance/Accounting

- Exercise physiology/Sports Medicine
 - Others as determined by the Fire Chief in his/her sole discretion.
- d) To be qualified for placement on the promotional eligibility list candidates must successfully pass each portion of the promotional examination with a minimum score of 70.000% (no rounding off) in the written portion and 70.000% (no rounding off) in the assessment portion.
- e) Veteran's preference will be given consideration in accordance with Florida Statutes.
- 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 (5).
- 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 Driver-Engineer's Promotional Eligibility List must have at least three (3) full years of service as a firefighter, to be eligible to be promoted to a Driver-Engineer's position.
- 27.14. 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.
- 27.15. 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. 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.
- 27.16. A captain on the Battalion Chief's 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.
- 27.17. Promotions to "rescue" lieutenant shall be made in accordance with the provisions as set forth in Paragraph 4, Article 18.
- 27.18. 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.
- 27.19. 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.

- 27.20. 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.
- 27.21. 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.
- 27.22. 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 sixty minutes. No notes, tape recordings, or copies may be taken during the review. Candidates will be permitted to refer to the reading material from the examination list. Reading material from the examination list will be provided by the Fire Department for the candidates' review.
- 27.23. All candidates on the promotional eligibility list shall be entitled to the same rights and benefits.
- 27.24. 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.
- 27.25. When an employee is promoted, the employee will be moved from the employee's current step of the applicable Step Pay Plan for the lower classification into the same step of the promoted classification on the Step Pay Plan (e.g., a firefighter at pay grade 6 would move to pay grade 6 in the lieutenant classification; and a lieutenant at pay grade 20L would move to pay grade 20L in the captain classification). Any assignment pay that is no longer applicable to an employee who is promoted based on that employee's new assignment will be removed (e.g., driver/engineer, assigned paramedic, etc.). For example, an employee who is a firefighter and an assigned paramedic who is promoted to the rank of lieutenant and who will be assigned to a suppression unit as a lieutenant will no longer receive the assignment pay for being an assigned paramedic.
- 27.26. Firefighters on the driver/engineer eligibility list dated March 30, 2009 shall remain on the eligibility list. In order for said firefighters to remain on the eligibility list, they must successfully pass the Driver/Engineer practical portion of the exam each time the exam is administered. Such firefighters must also complete all assigned performance objectives posted by the Fire Department. If they do not pass the Driver Engineer practical portion of the exam and/or fail to complete all assigned performance objectives posted by the Fire Department, they will be removed from the eligibility list. If they wish to be placed on the eligibility list, they will have to sit for the next exam being offered and comply with all of the requirements set forth in this Article. Firefighters who are placed on the eligibility list after October 1, 2019 as set forth in Section 17.2, will be placed numerically below those firefighters on the eligibility list dated March 30, 2009. In other words, if the eligibility list dated March 30, 2009 has four (4) firefighters, the highest placement of a firefighter who is placed on the edibility list after the ratification date of this Agreement is fifth (5th).

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 sick 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 for the employee's birthday and the floating holidays which are converted to twelve (12) hours of annual leave for combat personnel and 10 hours of annual leave for staff. Members who 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.

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 Director of Labor Relations & Risk Management, provided, however, that the Director of Labor Relations & Risk Management 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 Director of Labor Relations & Risk Management is investigating the alleged job-related or incurred injury for the purpose of making

his/her 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 Director of Labor Relations & Risk Management 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 Director of Labor Relations & Risk Management that he/she is recommending that the employee be placed on disability leave (on a conditional basis) pending the outcome of the Director of Labor Relations & Risk Management's investigation and the issuance of the Director of Labor Relations & Risk Management'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 Director of Labor Relations & Risk Management of his/her findings and recommendation as required in accordance with paragraph "a" above.
- c. In the event that the Director of Labor Relations & Risk Management, after conducting his/her investigation, determines that disability leave shall not be granted to the employee alleging personal disability, the Director of Labor Relations & Risk Management, 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.

30.3 Effective upon the ratification date of this agreement, appointments for follow-up care for a work-place injury shall be scheduled during off-duty hours. If appointments cannot be scheduled during off-duty hours, they are to be scheduled at a time convenient for department staffing. For those employees released to full duty or modified work duty (8 or more hours) – up to 4 hours of workers' compensation leave may be approved for medical appointments. For those employees released to partial modified work duty (less than 8 hour days) – medical appointments are covered as long as they are scheduled during the non-working portion of the day (e.g., an employee released on a modified work duty schedule of 4 hours per day – the employee must work the actual 4 hours and schedule any medical appointments during the

remaining 4 hours). For those employees released to partial modified work duty for time periods between 4 and 8 hours per days (example – 6 hours) – medical appointments are covered as long as scheduled during the non-working portion of the day (e.g., an employee works an actual 6 hours and must schedule medical appointments during the remaining 2 hours of the workday).

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 43 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. The monthly contribution rate per employee paid by the City to the Union-sponsored hospitalization and medical insurance plan shall be as follows:
- For each employee that has employee only coverage through the Union's insurance plan, the City shall contribute a monthly amount that is equal to the City's full cost for the City's least expensive individual HMO coverage that it offers its general employees; (currently, Bluecare 57 Plan).
 - For each employee with dependent coverage through the Union's insurance plan, the City shall contribute per month an amount equal to fifty percent (50%) of the City's cost for dependent coverage for the City's least expensive individual HMO coverage that it offers its general employees (currently, Bluecare 57 Plan) up to an amount not to exceed \$284.33 per month for Employee and Spouse, \$220.28 per month for Employee and Child(ren), and \$404.23 per month for Employee and Family.
- 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

Paper paychecks will no longer be distributed. The *Employee Self-Service Portal* (the link for the portal is on the City's intranet), will be the mechanism by which employees will be able to view and print payroll information including: paychecks, paycheck history, tax information, leave accrual and usage, benefits etc.

ARTICLE 41
RETIREMENT SYSTEM

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Coral Gables Retirement System (City Code, Chapter 46 – hereinafter referred to as the “Retirement System”). These provisions include, but are not limited to, the items set forth in sections 41.1 and 41.2 below, which took effect on September 30, 2013 (the “effective date”).

- 41.1. The existing Retirement System shall be modified as follows for current and future employees:
- a. Benefit multiplier – For employees hired before the effective date, the benefit multiplier will be 3% of average final compensation. For employees hired on or after the effective date, the benefit multiplier will be 3% of average final compensation for the first 10 years of credited service and 2.5% thereafter, up to a maximum of 75% of average final compensation.
 - b. Normal retirement date – for members with less than 10 years of credited service on the effective date and all members hired on or after that date, the normal retirement date will be age 51 with 25 years of credited service or “Rule of 76” (age plus years of credited service equal 76); provided, any such member whose normal retirement date under the “Rule of 76” would be after age 59 and who is within 12 months of completing ten years of credited service on October 15, 2013 shall retain the "Rule of 70" normal retirement date.
 - c. Early retirement – the early retirement benefit will be eliminated on the effective date.
 - d. Average final compensation – highest 5 year average to be phased in over two years as follows: for members who retire on or after October 1, 2012 and on or before September 30, 2013 the greater of the average of the highest 3 years of credited service as of date of retirement or the average of the highest 4 years of credited service; for members who retire on or after October 1, 2013 and on or before September 30, 2014, the greater of the average of the highest 4 years of credited service as of September 30, 2013 or the average of the highest 5 years of credited service; and for members who retire on or after October 1, 2014, the average of the highest 5 years of

credited service.

- e. Pensionable earnings – effective on and after the effective date, retirement benefit calculations and participant contributions shall be based on “pensionable earnings” as defined herein, and not on “total earnings.” Pensionable earnings shall include regular pay, paramedic certification pay (12%), EMT certification pay (7%), certified assigned paramedic pay (7%), temporary assignment pay, disability pay, holiday pay, loyalty pay, incentive pay, payments for unused comp. time up to the amount of comp. time accrued on June 1, 2013, and pay for approved leave and comp. time actually taken; but excludes: all payments for unused comp. time in excess of the amount of comp. time accrued on June 1, 2013, unused annual leave, unused sick leave and excess sick leave; special assignment pay except as specifically included above; all payments for the sale of annual leave and comp. time; all overtime payments; tuition reimbursement; and all other payments. Notwithstanding the preceding sentence, for members who are employed and not participating in the DROP on the effective date, “total earnings” shall be used to determine plan compensation for any period of credited service prior to the effective date, and “pensionable earnings” shall be used to determine plan compensation for any period of credited service on or after the effective date.
 - f. DROP – current employees with less than 10 years of credited service on the effective date and future employees shall be eligible to enter DROP at age 51 with 25 years of credited service or Rule of 76; provided, any such member whose normal retirement date under the “Rule of 76” would be after age 59 and who is within 12 months of completing ten years of credited service on October 15, 2013 shall retain the "Rule of 70" normal retirement date. Current employees with 10 or more years of credited service shall be eligible to enter DROP upon attaining 25 years of credited service, Rule of 70, or age 65, whichever is earlier.
 - g. Employee contribution – Effective September 30, 2013, the employee contribution shall be 8% of earnings. Effective September 30, 2014, the employee contribution shall be 10% of earnings. Notwithstanding the preceding two sentences, in the event this Agreement is not ratified by both parties by September 30, 2013, there will be a 3% across the board wage reduction effective the first pay period after this Agreement is ratified by both parties; and effective September 30, 2014 the employee contribution shall be 10% of earnings and there shall be a 3% across the board wage increase.
- 41.2. Notwithstanding the provisions of Section 41.1 above, the benefit modifications in subsections 41.1(a) through (f) shall not apply to employees who, on the effective date are employed and not participating in the DROP and as of that date have reached age 52 with 10 years of credited service, Rule of 70, or age 65.
- 41.3 Effective October 11, 2016, the Retirement System as set forth in Chapter 46 of the City Code was amended to extend the period within which firefighters hired on 4/18/11 must purchase credited service under the plan for prior periods of military service and/or periods of service with other public employers by two additional years, to seven years plus 180 days from date of hire.
- 41.4 Following the ratification of this Agreement, the Retirement System as set forth in Chapter 46 of the City Code shall be amended as follows:
- a. Effective October 1, 2019, add a “25 and out” normal retirement eligibility provision for all firefighters who currently have the “Rule of 76” provision, such that they will be eligible to retire upon reaching the earlier of the “Rule of 76” or 25 years of service regardless of age;

- b. Effective October 1, 2019, for firefighters hired after September 30, 2013, change the benefit multiplier for the 25th year of Credited Service to 10% so that the total benefit multiplier will be 75% after 25 years of credited service. The maximum benefit remains at 75%.
 - c. Effective September 30, 2013, the definition of average final compensation will be amended for the firefighters who entered DROP on or after October 1, 2013 but before October 1, 2014, so that their final average compensation can be recalculated to include payments for unused compensatory time up to the amount accrued on June 1, 2013.
- 41.5 Effective October 14, 2019, the 5% non-pensionable Driver Pay assignment pay will be eliminated. Driver Engineers will be placed into the job classification of a Driver Engineer on October 14, 2019 and will be paid in accordance with the pay listed for Driver Engineers set forth in the Step Plan in addendum III, which shall be pensionable.

ARTICLE 42
DRUG AND ALCOHOL FREE WORKPLACE POLICY

- 42.1 The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on the City government, the image of City employees, and the general health, welfare and safety of employees and the general public at large. Accordingly, it is in the best interest of the parties to negotiate over the subject of drug and alcohol use and testing.
- 42.2 The City and the Union have negotiated a Drug and Alcohol-Free Workplace Policy and Work Rules (hereafter, the Policy) pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Section 440.102, Florida Statutes (1991), and the regulations of the Florida Department of Labor and Employment Security, Division of Workers Compensation, et seq., Florida Administrative Code (1991). The Policy is incorporated herein and made a part of this Agreement. The City's Policy prohibits illegal drug use and alcohol abuse which might affect employees in the performance of their duties. The Policy gives the City the right to test job applicants and employees under certain circumstances. A drug test as defined by the Policy includes testing for the presence of alcohol. In addition, the Employee Organization agrees that the department may conduct random testing for alcohol and any controlled substance, including narcotic drugs. All samples taken from a member who is ordered to submit to testing will be properly containerized and impounded. The impounded samples will not be released for testing until after the passing of the deadline for grieving the test, as outlined in subsection 42.7.g of this article. All employees must comply with the requirements of the Policy, and will be subject to appropriate disciplinary action up to and including discharge, as provided in the Policy in the event of non-compliance with the Policy.
- 42.3 A copy of the Policy will be distributed to all current employees and will be given to all newly hired employees.
- 42.4 In the event that legislation or administrative regulations are enacted which amend, supplement or alter in any way the requirements set forth in the Florida Drug-Free Workplace Program, or which may enable the City to reduce the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums, the City may change the drug and alcohol policy, if such changes will enable the City to remain in compliance with state law and/or regulations or will result in a reduction in the cost or limit the increase in the cost of health, life, liability or workers compensation insurance premiums. The City will

inform the Union in writing at least sixty (60) days prior to instituting any such change in the Policy, prior to any such implementation.

42.5 The City and the Union agree that any issue or grievance arising from the implementation of the Policy shall be heard by an arbitrator, pursuant to the grievance and arbitration article of this Agreement (also see subsection 42.7).

42.6 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 the Florida Drug-Free Workplace Program.

42.7 Special Expedited Arbitrations:

- a. The President of the bargaining unit and the Director of Labor Relations & Risk Management will pick at least two permanent umpires to hear reasonable suspicion employee drug and alcohol grievances. The umpires will alternate, hearing only grievances where the bargaining unit or the member alleges that there was no reasonable suspicion to warrant being ordered to submit samples for testing. Said grievance will be limited to whether or not there was a reasonable belief based on reasonable suspicion to require the grievant to take the Alcohol/Controlled Substance test, and submit samples for same.
- b. Except for the member's annual medical screening, Alcohol/Controlled Substance test samples shall be tested unless the member chooses to grieve the submission of said samples for testing, or after grieving, the umpire rules that there was a reasonable suspicion to order the member to submit the samples for testing.
- c. The cost of the umpire's decision and all necessary associated legal fees will be borne by the City if the umpire rules there was no reasonable suspicion to require the member to take the test. If the umpire rules that there was reasonable suspicion to require the member to take the test, the party (bargaining unit or member) who filed the grievance will pay for the costs of the umpire and all necessary associated legal fees.
- d. It is anticipated that an expedited hearing would be held before the umpire under the American Arbitration Association rules of expedited arbitration, and no post hearing briefs will be filed. The grievance will be submitted directly to the Director of Labor Relations & Risk Management for arbitration and will be heard no later than three (3) calendar days after the member is required to submit the samples for testing. The umpire will rule at the close of the hearing and an oral response from the umpire will be sufficient to settle the grievance.
- e. The umpires will serve from year to year and shall be appointed by a letter jointly signed by the bargaining unit President and the Director of Labor Relations & Risk Management . Should either the City or the bargaining unit wish to drop an umpire the umpire shall be notified and the parties shall agree on a replacement.
- f. If the member is physically unable to file a grievance, the Union may elect to act on the member's behalf by filing the reasonable suspicion grievance for them.
- g. If the member or Union chooses to file a reasonable suspicion grievance, said grievance must be in writing. The grievance must be delivered, via fax, email or by hand, to the Director of Labor Relations & Risk Management's office on the same day as the test or no later than 5:00 PM of the next regularly

scheduled work day of the Director of Labor Relations & Risk Management .

In cases that require this expedited arbitration, the umpire is given the authority to order the test sample to be immediately destroyed with no testing of same, or to order that the samples be released for testing as specified in the agreed upon City's Drug and Alcohol Free Workplace Policy and Work Rules, and or, this agreement. If the umpire rules that there was no reasonable suspicion to test the member, the samples will be ordered destroyed prior to any testing. If the umpire rules that there was reasonable suspicion to have the member tested, the samples will be released for 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) Five percent (5%) increase without loss of all assignments and incentives (e.g., EMT, Fire Inspector, 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) Temporary assignments shall be to a position that is equivalent to the rank the employee holds at the time of the temporary assignment.
 - b. Light Duty (i.e., non-job connected illness/injury, job connected illness/injury and when placed on administrative duty as a result of an ongoing investigation) 1) Same bi-weekly pay rate (in other words, they will not receive a five percent (5%) increase) and 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 (i.e., the three (3) 40-hour Staff Lieutenant positions and the three (3) 40-hour Staff Captain 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 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.
- 44.3. If vacant Staff Officer positions are to be filled (i.e., the three (3) 40-hour Staff Lieutenant positions and the three (3) 40-hour Staff Captain positions), they will be filled pursuant to section 44.2 of the CBA and paid as follows:
- a. Employees filling a vacant Staff Officer position on or after July 16, 2018, including any Staff Lieutenant in that position prior to July 16, 2018, that may be promoted to Staff Captain on or after July 16, 2018, will receive a pensionable ten percent (10%) salary increase above the step and rank for the position being filled and shall have all other assignment and incentive pays removed except for any education incentives and inspector certification pay (if applicable). (Employees filling a vacant Staff Officer position will not receive any other special pays or incentives (e.g., Fire Special Assignments pay, Fire Premiums pay, Assignments pay, Certification pay) with the exception of the pensionable ten percent (10%) salary increase and education incentives/inspector certification pay (if applicable)). Employees may only fill a vacant Staff Officer position one rank above the rank that they currently hold.
 - b. If at the time that an employee is selected to fill a vacant Staff Officer position or if during the time the employee is filling a vacant Staff Officer position, the employee is or comes within the Rule of Three on the promotional list for the rank the employee is filling as Staff Officer, the employee shall be promoted into that rank.
 - c. If an employee filling a Staff Officer position is returned to a 24-hour shift assignment, at the Fire Chief's sole discretion, the employee will be returned to the same step and rank that the employee would have attained had they stayed in the 24-hour shift assignment. Nothing in this paragraph or in this Agreement guarantees that an employee will be returned to a 24-hour shift assignment. The employee's pay will be adjusted in accordance with the step pay plan for the rank and assignment to which the employee is returned and will not include the pensionable ten percent (10%) increase in pay provided for filling the Staff Officer position.
- 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.

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 an 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 a Bachelor's degree from an accredited institution will receive \$65.00 per pay period for the 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 chief 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. 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	---	100%
C	---	100%
D	---	0%
F	---	0%

- d. A grade of P in a "Pass-Fail" course will be eligible for 100% reimbursement.
- e. Notwithstanding any other provisions of this article, a maximum of \$2,000 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. Proof of death shall be required.
- 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 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 \$150,000. 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. The parties agree that the provisions in this section will be evaluated to ensure compliance with state and federal rules and regulations. If it is determined by the City that this provision is not in compliance with existing regulations, the practice set forth in this section will be discontinued.

ARTICLE 53
MEDICAL SCREENINGS

- 53.1 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:
 - a. Full blood work and urinalysis.
 - b. Chest x-ray.
 - c. Electro-Cardiogram.
 - d. Basic eye and ear exam.
 - e. Maximal treadmill test every three (3) years upon reaching the age of forty (40).
 - f. Sigmoidoscopy every five (5) years upon reaching the age of forty (40).
 - g. Women may receive a mammogram every year.

- h. Colonoscopy every five (5) years upon reaching the age of fifty (50).
 - i. Bargaining unit members will not be permitted to attend medical screenings on duty.
 - j. Individual results shall not be disclosed to the City.
- 53.2 Effective upon the ratification date of this Agreement, the City shall offer and cover the cost of Life Scan Tests during the term of this Agreement (through September 30, 2020). Each employee may participate in one Life Scan Test during the term of this Agreement. If an employee elects to participate in a Life Scan, the City shall not cover the cost of the voluntary medical screenings set forth in Section 53.1 if such screenings were completed during the same fiscal year as the Life Scan Test. Similarly, if an employee chooses to participate in the medical screenings provided in section 53.1, the City shall not pay for the cost of the Life Scan test if done in the same fiscal year.

ARTICLE 54
DURATION OF AGREEMENT

This Agreement shall be effective from shall remain in full force and effect until and including September 30, 2020. 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 June 2019.

THE CITY OF CORAL GABLES

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

Peter Iglesias, P.E.
City Manager

ATTEST:

Billy Urquia
City Clerk

**LOCAL NO. 1210, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

David Vargas
Secretary/Treasurer

Michael Chickillo
President

Approved as to form: _____
Miriam S. Ramos, City Attorney