

**City of Coral Gables
CITY COMMISSION MEETING
June 14, 2016**

ITEM TITLE:

Resolution ratifying the collective bargaining agreement with the Teamsters Local Union 769, Affiliated with the International Brotherhood of Teamsters, and the City of Coral Gables, for the period of October 1, 2015 through September 30, 2017.

DEPARTMENT HEAD RECOMMENDATION:

Approval.

BRIEF HISTORY:

The City of Coral Gables ("City") and the Teamsters Local Union 769, Affiliated with the International Brotherhood of Teamsters ("Teamsters"), have been negotiating a successor collective bargaining agreement since June 30, 2015. The City and Teamsters have reached an agreement for the period of October 1, 2015 through September 30, 2017 (the "Agreement"). The Teamsters have ratified the Agreement. Upon ratification of the Agreement by the City Commission, the Agreement would reflect the following material changes:

1. Article 5 (Employee Rights)

- Disciplinary actions will be taken in a timely manner.
- In the event the City determines that there is a need to have communications operators/supervisors work mandatory overtime or Alpha-Bravo shifts due to a lack of staffing for a period of time greater than 30 days, the Union may request impact bargaining.

2. Article 6 (Grievance Procedure)

- Eliminate Step 3 of the grievance procedure (i.e., Human Resources Director or designee). As such, a grievance will go from Step 2 (i.e., Department Head or Division Supervisor) to the City Manager or her designee (which is the current Step 4).

3. Article 7 (Wages)

- Fiscal Year 2015-2016:
 - A one-time, non-pensionable, pay supplement of 2.5% based upon the employee's base pay as of October 1, 2015 to be paid in the first full pay period following ratification of the Agreement.
 - 2% pensionable cost of living adjustment effective the first full pay period after ratification of the Agreement.
- Fiscal Year 2016-2017:
 - 2% pensionable cost of living adjustment effective the first full pay period after October 1, 2016.

- Loyalty Payments:
 - Increase loyalty payments from 2.5% to 3.0% after 10, 15, 20 and 25 years.

4. Article 8 (*Health Plans & Life Insurance*)

- City pays 100% of the total cost for the HMO Bluecare 57 health insurance plan (currently, City pays \$781.14 per month) and 50% of the dependent(s) health insurance coverage, 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.

5. Article 11 (*Annual Leave*)

- Unused annual leave may be accrued up to a total of 288 hours (currently, the maximum is 240 hours).
- City will continue to allow employees to sell 60 hours of accrued annual leave.
- Employees receive an extra 4 hours of accrued leave in years 26 (188 hours), 27 (192 hours), 28 (196 hours), 29 (200 hours) and 30 (204 hours).

6. Article 12 (*Workweek, Overtime and Callback*)

- Employees in the IT Department who are called back to work and work from a remote location after hours will receive a minimum of 1 hour of pay at the rate of time and one-half the regular straight time rate.
- The number of hours paid to an employee who is called back to work during off-duty hours will increase from 2 to 3 hours of pay at the rate of time and half the regular straight time rate.

7. Article 21 (*Temporary Assignment to Higher Classification*)

- If an employee serves for a period of 24 hours or more within the same work week (Monday through Sunday) in a higher position, the employee shall receive compensation for the higher position for the total time of temporary services in that position (currently, an employee must serve in the higher position a period of 40 hours or more).

8. Article 24 (*Special Allowance*)

- Employees certified as Emergency Vehicle Technicians shall receive a \$75.00 bi-weekly special allowance.
- ASE Certified Mechanics and Emergency Vehicle Technicians will also be entitled to receive a \$400.00 tool allowance (in addition to the 75.00 bi-weekly special allowance).
- Code enforcement officers will receive the following one-time lump sum payment(s) for meeting all qualifications of a Florida Association of Code Enforcement (F.A.C.E.) certificate:
 - \$500.00 for attaining a level 1 or 2 certificate; and
 - \$1,000.00 for attaining a level 3 or 4 certificate.

9. Article 28 (*Uniforms*)

- Employees required to wear uniforms will be issued uniforms by the City at no cost to the

employees (currently, such employees receive an annual uniform allowance of \$500.00).

- Annual stipend for those employees required to wear safety shoes will increase from \$90.00 to \$125.00.

10. Article 30 (General Provisions)

- An employee who is subject to a reduction in force shall be given an opportunity to exercise his/her seniority with the City by bumping the most junior employee with less seniority in any lower classification (currently, it is seniority in his/her current bargaining unit classification).
- An employee shall be recalled from a reduction-in-force in accordance with his/her seniority with the City (currently, it is in accordance with seniority in the classification from which the employee was reduced in force).

11. Article 34 (Retirement System)

- Continue with the cost-sharing provisions of the Retirement System subject to an employee contribution cap into the Retirement System of 15% of total earnings.
- The City will implement a defined contribution plan. Employees hired on or after the ratification date of the Agreement will have 30 days to elect to become members of the defined contribution plan. Employees who elect to participate in the defined contribution plan shall not accrue benefits under the Retirement System and shall not be members of the Retirement System. The key provisions of the defined contribution plan will be as follows:
 - Vesting period – 5 years (20% per year);
 - Normal retirement age – age 55; and
 - Contributions – City contributes 7% and employees have the option to contribute up to 7%.


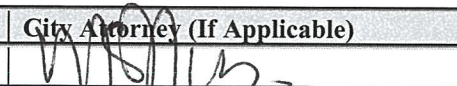

12. Article 42 (Duration)

- The agreement to be in effect until September 30, 2017.

In addition to the aforementioned material changes to the Agreement, the following articles of the Agreement were revised, where applicable, to change the reference to the Human Resources Director to the Director of Labor Relations & Risk Management:

- Article 10 (*Attendance at Meetings*);
- Article 17 (*Union Representation and Access*);
- Article 19 (*Notices to Union*);
- Article 22 (*Labor-Management Committee*);
- Article 24 (*Special Allowance*); and
- Article 28 (*Uniforms*).

APPROVED BY:

Department Director	City Attorney (If Applicable)	City Manager
		

ATTACHMENT(S):

1. Resolution
2. Agreement Between the City of Coral Gables and Teamsters Local Union 769, Affiliated with the International Brotherhood of Teamsters

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