

**CITY OF CORAL GABLES, FLORIDA**

**RESOLUTION NO. 2024-244**

A RESOLUTION OF THE CITY COMMISSION WITH ATTACHMENTS, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND THE TEAMSTERS, LOCAL 769, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027.

**WHEREAS**, the City of Coral Gables and the Teamsters, Local 769, affiliated with the International Brotherhood of Teamsters, have reached agreement on the parties' collective bargaining agreement for the period of October 1, 2024 through September 30, 2027 (Attachment A);

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:**

**SECTION 1.** That the foregoing "**WHEREAS**" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution upon adoption hereof.

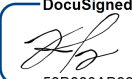
**SECTION 2.** That the City Commission does hereby approve the collective bargaining agreement between the City of Coral Gables and the Teamsters, Local 769, affiliated with the International Brotherhood of Teamsters, for the period of October 1, 2024 through September 30, 2027 (attached as Exhibit A), and the same is hereby ratified.

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

PASSED AND ADOPTED THIS EIGHTH DAY OF OCTOBER, A.D., 2024.

Moved: Anderson / Seconded: Castro)  
(Yeas: Castro, Fernandez, Menendez, Anderson, Lago)  
(Unanimous: 5-0 Vote)  
(Agenda Item: H-2)

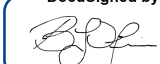
APPROVED:

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VINCE LAGO  
MAYOR

ATTEST:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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BILLY Y. URQUIA  
CITY CLERK

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CRISTINA M. SUAREZ  
CITY ATTORNEY

**AGREEMENT**

**BETWEEN**

**CITY OF CORAL GABLES, FLORIDA**

**AND**

**TEAMSTERS LOCAL UNION 769, AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**10/01/2024 – 09/30/2027**

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**PREAMBLE**

THIS AGREEMENT is entered into by the CITY OF CORAL GABLES, FLORIDA, a municipal corporation, hereinafter referred to as the City, and the TEAMSTERS LOCAL UNION 769, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the Union.

**ARTICLE 1**  
**RECOGNITION**

The City hereby recognizes the Union as the sole exclusive representative of all the employees in the bargaining unit. The bargaining unit is defined as those positions recognized by the Florida Public Employees' Relations Commission, in certification #1698 and subsequent amendments.

**ARTICLE 2**  
**UNION MEMBERSHIP & DUES DEDUCTION**

Bargaining unit employees may join the Union using the following process:

<https://bit.ly/TLU769-CoralGables>





**ARTICLE 3**  
**MANAGEMENT RIGHTS**

1. The Union and the employees covered under this Agreement recognize that the City has the exclusive right to manage and direct all of its operations. Except as specifically limited by this Agreement, but not by way of limitation, reserves the exclusive right to:
  - a. decide the scope of service(s) to be performed and the method of service(s);
  - b. hire, fire, demote, suspend (or otherwise discipline) for just cause;
  - c. promote, lay-off and determine the qualifications of employees;
  - d. furlough(s) with 30 days notice pursuant to procedures established and approved by the Human Resources and Risk Management Director. The City may furlough employees City-wide, by department, and/or by job classification;
  - e. transfer employees from location to location and from time to time;
  - f. re-hire employees;
  - g. determine the starting and quitting time and the number of hours and shifts to be worked;
  - h. merge, consolidate, subcontract, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City such curtailment or discontinuance is advisable;
  - i. expand, reduce, alter, combine, assign or cease any job;
  - j. control the use of equipment and property of the City;
  - k. schedule and assign the work to the employee and determine the size and composition of the work force;
  - l. fill any job on an emergency or interim basis;
  - m. determine the services to be performed to the public, and the maintenance procedures, materials, facilities and equipment to be used, and to 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;
  - n. formulate and revise policies, rules and regulations;
  - o. have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above.

2. It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall further have the right to contract and/or subcontract any existing or future work. The City will provide thirty (30) days notice to the Union of its intent to contract and/or subcontract any existing or future work. This does not imply any limitation on the City's right to contract and/or subcontract such work.
3. The above rights of the City are not all-inclusive but indicate the type of matters or rights that belong to and are inherent in the City in its general capacity as management. Any of the rights, powers and authority that the City had prior to entering into this Agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.
4. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed to constitute a waiver of the City's right to exercise any or all of such functions.

**ARTICLE 4**  
**EMPLOYEE RIGHTS**

1. Each department shall establish a written policy for starting time and quitting time, and the policy can include flextime schedules.
2. Whenever the City decides to merge, consolidate, subcontract, privatize or curtail or discontinue, temporarily or permanently, operations which results in the loss of five (5) or more bargaining unit employee positions, then the Union shall be provided notice prior to implementation.
3. The Union shall be permitted to provide alternatives that can cost effectively provide services to the public whenever the City contemplates a reduction of five (5) or more bargaining unit employee positions. However, the decision to reduce the number of employees is at the sole discretion of the City.
4. Prior to issuing a Performance Evaluation of 2.4 or below, a supervisor must provide counseling in writing to the employee. Failure to provide written counseling shall be grounds for overturning a Performance Evaluation.
5. Solely for the purpose of bidding on shifts or schedules, departmental seniority within job classification will control. For all other purposes, seniority shall be based on adjusted date of hire. In the event of a tie, the employee with the lowest last four (4) social security digits shall have the greater seniority.
6. Notwithstanding Paragraph 5 of this Article and solely for the purpose of bidding on shifts or schedules, the seniority date that will be used for employees in the Communications Division holding the position of Emergency Dispatcher Assistant and Emergency Dispatcher Trainee (both formerly known as Communication Operator I) shall be their date of hire into that position. The seniority date that will be used for employees in the Communications Division holding the position of Emergency Dispatcher shall be their appointment date into that position or into the positions formerly known as Communications Operator, Communications Operator II or Communication Operator III, whichever date is older. For all other purposes, seniority shall be based on adjusted date of hire. In the event of a tie, the employee with the lowest last four (4) social security digits shall have the greater seniority.

7. Each employee will be given a current copy of the Personnel Rules and Regulations and any department standard operating procedures at the time of hire. If there is an amendment or addition to the Personnel Rules and Regulations or department standard operating procedures applicable to the bargaining unit then the City will provide notice of the changes to the Union.
8. Within guidelines prescribed in City's Personnel Rules and Regulations, Union Business Agent and Shop Stewards can utilize City cell phones, email and phones for Union business.
9. An employee who is questioned by the City regarding an administrative investigation shall not be ordered to submit to any device designed to measure the truth of responses during questioning. There shall however, be no restriction on the right of any employee to submit to such a device on a voluntary basis.
10. Disciplinary actions will be taken in a timely manner. "Timeliness" for purposes of this provision is dependent upon the facts of each situation which include, but are not limited to, the employer's actual knowledge, whether investigation is necessary, the availability of witnesses, and other reasonable factors. This provision is not meant to establish any limitations period for imposing discipline. Discipline may be deemed untimely under this section only if the Union or employee proves that the City arbitrarily and capriciously delayed taking the discipline to the prejudice of the employee.
11. In the event the City determines that there is a need to have Emergency Dispatcher Trainees, Emergency Dispatcher Assistants, Emergency Dispatchers or Emergency Dispatch Supervisors work mandatory overtime or Alpha-Bravo shifts due to a lack of staffing for a period of time greater than thirty (30) days, the Union may request impact bargaining over such decision. This provision does not apply to permanent overtime. This provision also does not prohibit the City from immediately implementing mandatory overtime or Alpha-Bravo shifts.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover both grievances involving the application or interpretation of this Agreement and grievances involving discharge, suspension, and demotion, or any other adverse personnel action against a member covered by this Agreement.
2. A "grievance" shall be defined as any dispute arising out of the interpretation or application of the terms of this Agreement. Any grievance not processed in accordance with the time limits provided in this Article shall be considered conclusively abandoned. Any grievance not answered by management within the time limits provided above will automatically advance to the next higher step of the grievance procedure.
3. Where a grievance involves discharge, suspension, demotion, or other disciplinary action invoked by the Department Head, the processing of the grievance shall commence at STEP 3 of the grievance procedure.
4. All other grievances shall be processed in accordance with the following procedure:  
Step 1. The aggrieved employee shall discuss the grievance with his immediate supervisor (i.e., supervisor excluded from the bargaining unit) within five (5) working days of the occurrence which gave rise to the grievance. A Union representative may be present to represent the employee, if the employee wishes Union representation. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within five (5) working 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 on behalf of the representative. 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 and/or the Union representative, if the employee desires assistance, shall reduce the grievance to writing and present such written grievance to the Department Head or Division Supervisor concerned within three (3) working days from the time the response was due in Step 1. The Department Head or Division Supervisor concerned shall meet with the employee and/or the Union representative, if the employee desires Union representation, and shall respond in writing within five (5) working days from receipt of the written grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the employee or the Union representative, if the employee desires assistance, may present a written appeal to the City Manager within seven (7) working days from the time the response was due in Step 2. The City Manager or designee shall meet with the employee and the Union representative, if the employee desires Union representation, and shall respond in writing within ten (10) working days from the receipt of appeal.

5. If the grievance has not been satisfactorily resolved within the grievance procedure, the Union may request a review by an impartial arbitrator, provided such request is filed in writing with the City Manager no later than five (5) working days after the City Manager's response is due in Step 3 of the grievance procedure. If the Union will not be representing an employee for purposes of arbitration, the Union must advise the City whether the employee is or is not allowed to proceed to arbitration without Union representation.
6. 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 American Arbitration Association.
7. The arbitration shall be conducted under the Rules of the American Arbitration Association with the provision that no arbitrator shall be chosen without the mutual consent of both parties. 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 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 grievance and/or 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 laws in existence.

8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.
9. 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 his 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 his consideration to the written statement of the grievance presented in Step 2 of the grievance procedure.
10. Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining Agreement shall be administered within the amounts appropriated by the City Commission for funding of the collective bargaining Agreement. Accordingly, and notwithstanding any other provision of this collective bargaining Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining Agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Commission for the funding of this collective bargaining Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.
11. Each party shall bear the expense of its own witness(es) and 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.
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.

13. Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. Review in the Circuit Court must be requested within fifteen (15) days of the receipt of the arbitrator's decision; if not, the decision will be final and binding.
14. Probationary employees shall have no right to utilize any procedure or pursue any remedy provided for in this Article.
15. Both parties to this Agreement understand that the grievance arbitration procedure set forth in this contract is the sole avenue of pursuing grievances and the Trial Board is not available to members of this bargaining unit.
16. Employee Performance Evaluations may not be challenged under the grievance procedure set forth in this Agreement.
17. A procedure whereby an employee may appeal a Performance Evaluation shall be instituted as follows:
  - a. An employee may request an appeal of a Performance Evaluation only if the overall rating is 2.4 or below. A rating of 2.4 or below will result in no merit increase for those employees otherwise eligible.
  - b. The request for appeal must be sent, in writing, to the Human Resources and Risk Management Director within five (5) working days of the date the evaluation was presented to the employee.
  - c. The Human Resources and Risk Management Director (or designee) will call for a three-person panel of Department Directors who will hear the appeal. The Department Director of the employee making the appeal will not be eligible to serve on the panel. A Human Resources and Risk Management Department representative will act in advisor capacity to the panel.
  - d. After hearing the appeal, the panel shall rule on whether the appeal is sustained or denied in writing.
  - e. The decision of the panel is final.
  - f. Evaluations for employees serving a probationary period are not subject to this appeal process.
  - g. In the event of a satisfactory evaluation deemed by the Union to be problematic, a



letter with concerns will be forwarded to the Human Resources and Risk Management Director, where upon it will be reviewed and a response sent.

## **ARTICLE 6**

### **WAGES**

#### **Fiscal Year 2025**

- Effective October 7, 2024, members of the bargaining unit will receive a four percent (4%) increase to their base pay. This increase will cause the bottom and top of the salary ranges to move by four percent (4%). Exhibit A contains the pay grades and the applicable salary range for each pay grade with the 4% increase.
- Employees covered by this Agreement that are employed by the City on October 1, 2024, are eligible to receive a \$1,000 lump sum payment, minus taxes and applicable deductions. This lump sum payment shall be non-pensionable. This one-time non-pensionable lump sum payment shall be paid in the second pay period of November 2024 and employees eligible for the payment must be employed by the City on the ratification date of this Agreement and when the payment is made in November of 2024.

#### **Fiscal Year 2026**

- Effective October 6, 2025, members of the bargaining unit will receive a four percent (4%) increase to their base pay. This increase will cause the bottom and top of the salary ranges to move by four percent (4%). Exhibit B contains the pay grades and the applicable salary range for each pay grade with the 4% increase.

#### **Fiscal Year 2027**

- Effective 5, 2026, members of the bargaining unit will receive a three and one-half percent (3.5%) increase to their base pay. This increase will cause the bottom and top of the salary ranges to move by three and one-half percent (3.5%). Exhibit C contains the pay grades and the applicable salary range for each pay grade with the 3.5% increase.

#### **Merit Increase**

Members of the bargaining unit, who have not reached the maximum of each pay grade, shall be eligible for a two and one-half percent (2.5%) merit increase upon receiving an evaluation of 2.5 or above. Eligibility for such increases, due on the applicable

anniversary date of the employee, will continue until the maximum of the pay range (not including loyalty increases) is attained. It is understood that the final increase may be less than two and one-half percent (2.5%) as no merit increase may be above the maximum of the established pay range. For merit increases due on or after October 1, 2024, employees who have not reached the maximum of each pay grade, shall be eligible for a three (3) percent (3%) merit increase upon receiving an evaluation of 2.5 or above. Eligibility for such increases, due on the applicable anniversary date of the employee, will continue until the maximum of the pay range (not including loyalty increases) is attained. It is understood that the final increase may be less than three percent (3%) as no merit increase may be above the maximum of the established pay range.

**Loyalty**

- As of June 14, 2016, employees covered by this Agreement shall receive a loyalty payment of three percent (3%) after ten (10), fifteen (15), twenty (20) and twenty-five (25) years of service for loyalty payments earned after June 14, 2016, and to those earned in the future, unless otherwise changed in future negotiations. The three percent (3%) does not apply to loyalty payments earned prior to June 14, 2016; any prior loyalty payments will be paid at the rate that was applicable at the time they were earned. No one shall be eligible to receive more than four (4) loyalty increases.

**ARTICLE 7**  
**HEALTH PLANS AND LIFE INSURANCE**

1. The City shall provide a health plan and life insurance program to remain in effect for the duration of this Agreement.
2. It is acknowledged and agreed by the Union that the City shall not, under any circumstances whatsoever, be required to pay more for any health benefits than the City pays for its indemnity hospitalization insurance plan, as a result of any Health Maintenance Organization plan or program which may be offered to the employees covered by this Agreement, pursuant to 42 U.S.C. & 300(e), et. seq.
3. The City agrees to continue payment for insurance coverage set forth herein during periods in which an employee is on authorized paid leave, and during periods in which an employee is on a no pay status due to medical reasons of up to two (2) months.
4. The City, at any time and in its sole discretion, may alter, and/or modify any or all terms, conditions, benefits, costs, requirements, and/or any other aspect whatsoever, including the providers and/or administrators, of the health, dental, and life insurance plans provided hereunder. However, notwithstanding the forgoing, the City agrees to pay an amount equal to the amount of coverage for the least expensive individual HMO coverage (currently, CIGNA HMO Base Open Access Plan 2) per month per employee towards the cost of the group health premium and 100% of the life insurance premium (currently provided by the City) for the employee coverage only. The City shall also subsidize fifty percent (50%) of the dependent coverage, for the least expensive individual HMO coverage (currently, CIGNA HMO Base Open Access Plan 2) for those employees who receive dependent health 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. Employees will be responsible for any other amounts due for health coverage.
5. To cover the increased cost in dependent health insurance coverage in calendar years 2024 and 2025, the City shall provide a bi-weekly medical dependent pre-tax stipend to employees who have dependent health insurance coverage in the following amounts for the applicable dependent coverage:
  - o Employee & Children - \$27.72;

- Employee & Spouse - \$35.78;
- Family -\$50.87.

The above bi-weekly medical dependent pre-tax stipend will be paid in each of the payroll periods covering the health insurance premiums for Calendar Year 2024 and Calendar Year 2025. In the two (2) payroll periods during each calendar year in which health insurance premiums are not deducted from an employee's pay, the medical dependent pre-tax stipend will not be paid.

6. If the health insurance premiums for Calendar Year 2026 (January 1, 2026 – December 31, 2026) and/or Calendar Year 2027 (January 1, 2027 – December 31, 2027) increase, the bi-weekly medical dependent pre-tax stipend given to employees who have dependent health insurance coverage will be increased to cover the percentage increase in premiums in the applicable calendar year capped at a total of 15% over the 2 calendar years. In other words, if the premium increases by 5% in Calendar Year 2026, there is 10% remaining for Calendar Year 2027.
7. During each eligible calendar year in which the medical dependent pre-tax stipend is paid, there will be a total of twenty-four (24) stipend payments.

**ARTICLE 8**  
**SICK LEAVE**

1. Except as specifically provided in this Article, rate of accrual and all other aspects of sick leave shall be governed by Rule 12.3 of the City's Personnel Rules and Regulations, as amended.
2. Employees shall receive ninety-six (96) hours sick leave per year. At the employee's option, that portion of the employee's first sixty-four (64) hours of sick leave (accrued during the leave year) that is unused at the end of the leave year may be added to annual leave; otherwise, that portion of the employee's sick leave (accrued during the leave year) that is unused or not converted to annual leave shall be allowed to accumulate to a maximum of 400 hours. The employee shall select one of the above options by no later than August 31st of the current leave year. Any amount above this maximum will be deposited in a trust fund (i.e., special fund) for the employee at the current rate of pay at the time the excess sick leave hours were credited. Upon death or retirement of employment, the employee or heirs, as applicable, will receive payment for the first 400 hours of unused sick leave in accordance with the following formula:

Less than 6 years service. . . . .	0%
06 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.

3. The City agrees that medical certificates shall accompany written requests for sick leave in excess of three (3) work days. However, in the event that the Human Resources and Risk Management Director and/or the Department Head determines that there is reason to believe that an employee requesting sick leave for an absence of less than four (4) days is abusing the privilege of sick leave, the Human Resources and Risk Management Director and/or the Department Head shall have the right to require acceptable proof of illness for the period of absence, said proof to be in the nature of a medical certificate, pharmacist

certificate (certifying purchase of prescription medication), if deemed acceptable by the Department Head or any other formal documentation specified by said Human Resources and Risk Management Director and/or Department Head. The Department Head may require that the note be provided by the attending physician. In cases where proof of illness is required, failure to provide such proof as specifically requested may result in the employee's sick leave being denied and the period of absence being considered non-compensable time. Nothing contained in this paragraph shall be deemed to restrict the City's right to investigate alleged abuses of sick leave and discipline, suspend, or discharge any employee found to have abused sick leave in any regard.

4. The minimum charge for sick leave shall be one-half (1/2) leave hour. Thereafter, sick leave may be taken in one-half (1/2) hour increments.
5. 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 sick leave.
6. Actual sick leave will be earned on an hourly basis for compensable hours only.
7. Employees covered by this Agreement who have not utilized sick leave, leave without pay or lost time due to on the job injury for the first six (6) month period of the fiscal year will receive eight (8) hours of Administrative Leave, to be used by no later than the end of the fiscal year. Eight (8) hours of Administrative Leave may also be earned if no sick leave, leave without pay or lost time due to an on the job injury is utilized by an employee for the second six (6) month period of the fiscal year. Administrative Leave earned during this time period is to be used within six months.
8. In the event of a serious health problem resulting in hospitalization, an employee who has utilized all of their accumulated sick leave can utilize sick leave from their sick leave bank. The employee does not have to exhaust all annual or compensatory leave before utilizing leave available in their leave bank.

**ARTICLE 9**  
**ATTENDANCE AT MEETINGS**

1. An authorized representative of the Union shall be entitled to time off with pay for the purpose of attending the City Commission meeting at which the Commission is scheduled to take final action (i.e., approval or disapproval) of a collective bargaining Agreement to succeed the current Agreement. The extent of time off with pay for the authorized Union representative attending the aforesaid Commission meeting shall not exceed the time spent by the Commission in discussion and/or voting on the proposed collective bargaining Agreement; provided, however, that the Union representative so involved shall have a total of an additional one-half (1/2) hour with pay to travel between the work station and the location of the Commission meeting.
2. Notwithstanding the foregoing, an authorized Union representative desiring to attend the aforesaid Commission meeting must notify the Director of Human Resources & Risk Management, in writing, of the intention to do so no later than forty-eight (48) hours (exclusive of Saturday, Sunday and holidays) prior to the date of the Commission meeting. Subsequent to the Commission meeting, the authorized Union representative shall notify the Director of Human Resources & Risk Management of the amount of compensable time claimed for attendance at such meeting. If the compensable time claimed is in accordance with the aforesaid formula, the Director of Human Resources & Risk Management shall make certain that the payroll account of the authorized Union representative is credited accordingly.
3. In the event the City Manager, or designated representative, specifically requests, in writing, that an authorized Union representative attend a meeting to resolve a problem of mutual concern to the City and the Union, the authorized Union representative, shall receive time off with pay to attend such meeting; said time off with pay to be computed in accordance with the above formula. Nothing herein shall be interpreted to give any authorized Union representative, the right to receive time off with pay for attendance at any meeting involving a grievance initiated by the Union or any employee covered hereunder, except as provided in Paragraph 4, below.
4. A representative of the Union (designated by the Union) shall be granted time off with



pay, with prior written Department Head approval, for attendance at grievance meetings and pre-determination hearings provided for in Article 5 of this Agreement.

5. Up to five (5) representatives of the Union shall be granted time off with pay to attend collective bargaining sessions for the re-negotiation of the Agreement.
6. Up to (5) representatives, designated by the Union shall be granted a total maximum of two hundred fifty (250) hours personal leave per fiscal year for the duration of this Agreement to attend local, annual state, regional or national labor conventions as well as Commission meetings, retirement board meetings, grievance meetings, pre-determination meetings, pre-negotiation meetings and other meetings with City staff and/or elected officials that relate to Union business. Hours not used during the fiscal year shall not roll over to the next fiscal year. On all such occasions, the representative must first receive permission of his/her Division Head or the Division Head's designee (provided the Division Head's designee is a supervisor or higher classification). Approval shall not be unreasonably withheld. Once approved, a copy of the approved form shall be sent to the Department of Human Resources and Risk Management.
7. A Steward may investigate grievances and contract questions or complaints during working hours in their respective areas; provided, however, that the Steward first receive permission of the Division Head or the Division Head's designee (provided the Division Head's designee is a supervisor or higher classification). Approval shall not be unreasonably withheld.
8. An authorized Union representative shall be recognized by the City when all of the following conditions have been met:
  - a. The City Manager and Director of Human Resources & Risk Management are notified officially in writing by the Union's President or Business Agent of said appointments each January of such designation.
  - b. Changes in representation due to retirement, resignation, promotion, transfer or death shall be reported in writing to the City Manager and Director of Human Resources & Risk Management upon occurrence.

**ARTICLE 10**  
**ANNUAL LEAVE**

1. Except as specifically provided in this Article, rate of accrual and all other aspects of annual leave shall be governed by Rule 12.2 of the City's Personnel Rules and Regulations, as amended.
2. Employees covered hereunder shall be required to take a minimum of one (1) week annual leave per year. All other provisions of Rule 12.2 of the City's Personnel Rules and Regulations, as amended, relating to required vacation shall remain in full force and effect.
3. Unused annual leave may be permitted to accrue to a total of two hundred and eighty-eight (288) hours of annual leave. Effective on the ratification date of this Agreement, employees will be permitted to accrue a total of three hundred and forty-eight (348) hours of annual leave. All other provisions of Rule 12.2 of the City's Personnel Rules and Regulations relating to accumulation of leave shall remain in full force and effect.
4. All other provisions of Rule 12.2 of the City's Personnel Rules and Regulations, as amended, relating to charging of annual leave shall remain in full force and effect, except that it is agreed and understood that the minimum charge for annual leave shall be one-half (1/2) leave hours, subject to the following condition: the aforementioned provision [minimum charge of one-half (1/2) leave hour] shall be in effect for the duration of this Agreement except that in the sole discretion of the City's Human Resources and Risk Management Director, at any time, terminate said provision for any reason whatsoever.
5. All provisions of Rule 12.2 of the City's Personnel Rules and Regulations, as amended, relating to payment for accrued and earned leave on termination (by City) shall remain in full force and effect, except as delineated in this Article. 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 sixty (60) hours in any fiscal year covered by this Agreement, at the rate of pay in effect at the time of the request. Effective on the ratification date of this Agreement, an employee may request payment of said accrued and earned annual leave, for an amount not to exceed eighty (80) hours in any fiscal year, at the rate of pay in effect at the time of the request.
6. Effective on the ratification date of this agreement, the restriction in number of hours that

may be accumulated by an employee does not apply to employees who have reached normal retirement age and are eligible to retire.

7. Annual leave shall be earned in accordance with the schedule specified in Appendix 1.
8. Actual annual leave will be earned on an hourly basis for compensable hours only.

**ARTICLE 10 APPENDIX 1  
ANNUAL LEAVE SCHEDULE ADJUSTMENTS**

YEARS OF SERVICE		SCHEDULE
0		80
1		88
2		92
3		96
4		100
5		104
6		108
7		112
8		116
9		120
10		124
11		128
12		132
13		136
14		140
15		144
16		148
17		152
18		156
19		160
20		164
21		168
22		172
23		176
24		180
25		184
26		188

27		192
28		196
29		200
30 and over		204

## ARTICLE 11

### WORKWEEK, OVERTIME, STANDBY, DUTY AND CALLBACK

1. Forty (40) hours shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours.
2. Employees covered hereunder shall be paid time and one-half the regular rate for actual work performed in excess of forty (40) hours in a workweek. For purposes of this provision, effective October 7, 2024, annual leave shall count as hours worked. The City agrees that, at the option of the employee, and with the approval of the Department Head or designee, actual hours worked in excess of the regular forty (40) hour workweek may be compensated by the employees receiving compensatory leave at the rate of one and one-half (1-1/2) hours for each hour worked in excess of the regular forty (40) hour workweek to a maximum accumulation of 240 hours. Recognizing that the City of Coral Gables has an obligation to provide sufficient manpower, accrued compensatory leave may only be utilized at a time (or times) approved by the Department Head. Employees covered by this Agreement will be allowed to save compensatory leave throughout the leave year.
  - a. The established rate of pay for hours beyond normal duty hours for fire inspectors shall be one and one half (1 ½) times the hourly rate of pay with the exception of when an entity other than the City of Coral Gables is paying a pre-established rate for services. In such instances the hourly rate for Fire Watch shall be \$30.00, and the hourly rate for all other services shall be \$45.00, with a two (2) hour minimum for each. Effective the first full pay period after the ratification date of this agreement, the hourly rate for Fire Watch shall be \$45.00, and the hourly rate for all other services shall be \$55.00, with a three (3) hour minimum.
3. The City and the Union agree that the City shall have the sole and exclusive right to authorize and assign overtime work and compensation. When circumstances permit, the City shall endeavor to provide advance notice when assigning overtime work to employees.
4. The City, in its sole discretion, may assign employees to perform standby duty based

upon reasonable criteria which include the likelihood of the occurrence of an off-hours emergency, the nature of the potential emergency, and the consequences of delaying response to the emergency until normal working hours. A maximum of eight (8) employees at any time may be assigned to standby duty as follows:

- Radio Shop – 1 employee;
- Automotive – 1 employee;
- IT - 2 employees; and
- Citywide (another department at the City's discretion) – 4 employee.

Employees on standby duty must respond to any telephone call within ten (10) minutes and must be available to report to the worksite within sixty (60) minutes (or some other reasonable period of time as determined based upon the circumstances). Employees assigned to standby duty shall be paid \$20.00 per weekday that they are on standby duty and \$30.00 per weekend day and holiday that they are on standby duty. The standby duty pay is not considered hours worked for determining overtime and is not pensionable. Employees are not eligible for standby pay on a day in which they used any type of accrued leave.

5. An employee working in the information technology (IT) department of the City who gets called after hours to work from a remote location shall receive a minimum of one (1) hour of pay at the rate of time and one-half the employee's regular straight time rate. If any other employee covered by this Agreement is called back to work during off-duty hours or if an IT employee is required to actually appear at the City to work, the employee shall receive a minimum of three (3) hours of pay at the rate of time and one-half the regular straight time rate. However, an employee who has not actually worked a forty (40) hour workweek will be compensated for the "Call Back" time at the regular straight time rate. The sole purpose of this Article is to provide a minimum amount of time for compensation for those employees who are called back to work or who need to work remotely on an emergency and/or occasional basis.
6. Effective on the ratification date of this Agreement, employees that are not on standby and respond to a telephone call or multiple telephone calls after hours and while off-duty will receive either a minimum of one (1) hour of pay at the rate of time and one-half the employee's regular straight time rate if the telephone call or telephone calls total one (1) hour or less in duration or time and one-half the employee's regular straight time rate for

the actual hours spent on the call or calls if the call or calls total more than one (1) hour in duration. However, an employee who has not actually worked a forty (40) hour workweek will be compensated for this time at their regular straight time rate.

7. Employees who are assigned to a permanent regular work shift having the major portion of the hours between the hours of 6:00 PM and 7:00 AM shall receive seven percent (7%) additional compensation above the normal pay rate.
  - a. It is also understood and agreed that shift differential shall not apply to pay for time not actually worked, with the exception of annual leave, and compensatory leave.
  - b. Employees who regularly work a shift not eligible for shift differential pay but who are temporarily assigned to communication operator, street sweeper, fuel station attendant, crime scene technicians, evening parking enforcement and code enforcement officers duties having the major portion of hours between 3:00 PM – 7:00 AM on a one time or intermittent basis shall receive the seven percent (7%) additional compensation but only for the hours actually worked.
  - c. Communication Operators, crime scene technicians, street sweepers, fuel station attendants and evening parking enforcement and code enforcement officers who regularly work a shift that is eligible for the differential but who may switch to the day shift on a one time or intermittent basis, are not eligible for the additional compensation when working the day shift.
  - d. Any employee that works less than four (4) hours during an established shift differential time period will not be entitled to shift differential pay.
8. In the event the City elects to change the workweek schedule, the City agrees to give the Union at least thirty (30) days advance written notice of the change, insofar as possible. This paragraph shall not apply to changes in the workweek schedule of individual employees.
9. The City shall advise covered employees of changes in the workweek schedule for planned events. If one week notice is not given, employees will be eligible for overtime compensation if more than forty (40) total hours are worked in accordance with the overtime provisions of the FLSA and the contract. For the following events only, the Farmers Market, the Junior Orange Bowl Parade and the Christmas Tree Lighting



employees will be eligible for overtime compensation when more than forty (40) actual hours are worked in accordance with the overtime provisions of the FLSA and the contract.

10. Crime Scene Technicians and Senior Crime Scene Technicians who are “on-call” status will receive two (2) hours of pay at one and one-half (1 ½) times their regular rate of pay for each day that they are in “on-call” status. Such “on-call” pay will not be counted towards total earnings for pension purposes.
11. Employees that are required to work during the days that the City is closed as a result of a declared state of emergency as determined by the City Manager, shall be paid two times their extended hourly rate of pay for each hour of their normally scheduled hours that they work and one and one-half times their extended hourly rate of pay for all hours outside their regularly scheduled work hours (i.e., regular overtime time pay). For example, an employee that makes \$15.00 an hour shall be paid \$30.00 an hour for each hour of their normally scheduled hours that he/she works when the City is closed as a result of declared state emergency as determined by the City Manager. The extra pay received in accordance with this section for hours worked during a declared state of emergency is not pensionable. Employees who are instructed not to report to work during the same time, shall receive full pay for their regularly scheduled work hours and these hours shall count as “time worked” for purposes of computing overtime.

**ARTICLE 12**  
**WORK STOPPAGES**

1. The Union agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, jurisdictional dispute, walkout, sit-down, stay-in or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities. Further, no on-duty bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the Union or any other employee organization or union, nor shall any off-duty bargaining unit personnel refuse to cross any picket line if it would cause either to stop or delay the employee from reporting to work and/or it in any way hinders or prevents an employee from carrying out the job duties.
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 and said employee shall have no recourse to the grievance procedure except to determine if in fact the employee did participate in the alleged act.
3. It is recognized by the parties that the City is responsible for any engaged in activities, which are the basis of the health and welfare of its citizens; and that, therefore, any violation of this Article would give rise to irreparable damage to the City and 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 equitable relief against the Union, its officers, agents, and/or its individual members in accordance with applicable law.

For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by its officers, agents, and/or individual members, 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, and terminate the collective bargaining Agreement.

**ARTICLE 13**  
**REOPENING OF NEGOTIATIONS**

1. 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.
2. The City, in its sole discretion, may reopen this Agreement for the purpose of negotiating additional provisions, or modification of existing provisions thereto where new federal or state legislation (or regulations) have created a hardship upon the City in implementing any of the terms of this Agreement. In that case, the parties, at the City's request, shall promptly meet to negotiate such new provisions, or revisions of existing provisions, as would alleviate the hardship upon the City.

**ARTICLE 14**  
**SEVERABILITY**

Should any provision of this collective bargaining Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such provision or portion thereof shall not invalidate the remaining provisions of this Agreement.

**ARTICLE 15**  
**HOLIDAYS**

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

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Floating Holiday (3)

2. All matters pertaining to the administration and enforcement of the City's holiday policy shall be governed by Rule 16 of the City's Personnel Rules and Regulations, as amended.
3. The City agrees to make a good faith effort to avoid causing employees covered hereunder to work on Christmas Day (December 25). Such good faith effort may include the rescheduling of employees and/or postponement of City services. In the event an employee is required to work on a listed holiday, the employee shall be paid time and one-half regular rate for the hours actually worked (for employees working under the task system -10 hour days – compensation on holidays will be 10 hours plus 10 straight hours regardless of hours worked. In the event an employee is required to work on Christmas and/or Thanksgiving Day, the employee shall be paid time and one-half regular rate). Provided, however, that the employee's actual hours worked or the employee's actual hours worked and authorized compensated leave total no less than thirty-two (32) hours in the workweek. Holiday pay for the listed holidays (i.e., eight [8] hours) shall not be

included in any computation to determine compliance with the thirty-two (32) hour requirement. In the event the employee does not meet the thirty-two (32) hour requirement, the employee shall be paid at the rate of straight time for all hours worked on the listed holiday.

4. An employee must request, in writing, the date in which the employee desires to take a Floating Holiday. The request must be directed to the applicable Department Head. Recognizing that the City of Coral Gables has an obligation to provide sufficient manpower, Floating Holidays may only be taken at a time approved by the Department Head.
5. It is agreed and understood that any additional pay or compensatory time received under this Article shall be at the employee's straight time rate of pay.
6. If during the term of this Agreement, the City recognizes another day as a holiday, said day shall be added to the holiday list set forth in paragraph 1 of this Agreement.

**ARTICLE 16**  
**UNION REPRESENTATION AND ACCESS**

1. The Union shall not be required to represent any employee who is not a member of the Union.
2. For the purpose of representing employees covered by this Agreement pursuant to the Article 5 grievance procedure, the Union may designate shop stewards. If a Steward is unable to attend the processing of a particular grievance or pre-determination meeting, the Business Agent or the Business Agent's designee may attend. If the Business Agent designates a designee employed by the City, such designee must be a shop steward.
3. If processing a particular grievance requires the participation of more than one Union steward from the same Department, the parties agree that the Union will designate one steward to attend the grievance Step meetings, in order to reduce disruption of work in a single Department.
4. The Union shall furnish the Director of Human Resources & Risk Management with a list of names of all stewards; and shall inform the City promptly in writing whenever there is a change.
5. The Union agrees that it will not schedule any Union meetings on City time.

**ARTICLE 17**  
**NON-DISCRIMINATION**

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the Union, withdraw from membership in the Union or refrain from becoming a member of the Union. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, disability, Union membership or activity, or lack of Union membership or activity. There shall be no retaliation against an employee because of membership or lack of membership in the Union.



**ARTICLE 18**  
**NOTICES TO UNION**

The City agrees to email to the Union the following:

1. On a bi-weekly basis, the names and departments of those bargaining unit employees hired or separated (resigned, retire, & terminated) within that time frame.
2. The Human Resources and Risk Management Department shall supply to the Union those City memoranda, bulletins and correspondence of general application which it determines to be pertinent to the members of the bargaining unit.

**ARTICLE 19**  
**BULLETIN BOARDS**

The City agrees that there shall be bulletin boards at the following major work locations: City Hall, 427 Building, Public Service, Building and Zoning, Finance, Automotive, Public Works, Procurement, Community Recreation, Police, and Fire. The City shall permit the Union to post notices of the Union's recreational and social functions, elections, meetings and names and addresses of officers, directors and representatives of the Union on the aforementioned bulletin boards. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to, directly or indirectly, disparage any elected or appointed official or employee of the City.

## ARTICLE 20

### TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

1. Employees designated in writing by Department Heads and with the approval of the Human Resources & Risk Management Director or designee, to temporarily serve in a higher position shall be compensated as follows:
  - a. If the employee serves for a period of twenty-four (24) hours or more within the same work week (currently, Monday through Sunday), the employee shall receive compensation for the higher position for the total time of temporary service in that position, not to exceed a maximum of 5% additional compensation beyond the wages of regular compensation. Under no circumstances shall the total additional compensation exceed the pay grade for the temporary position. If the employee serves for a period of twenty-four (24) hours or more in the same work week in temporary work of a higher position of two (2) pay grades or more, then compensation shall be 10%.
  - b. If the employee serves for a period of less than twenty-four (24) hours within the same work week, the employee shall receive no additional compensation beyond the wages of regular classification.
  - c. Notwithstanding Paragraph 1 of this Article, employees in the Solid Waste Division that are asked to serve in a higher position that is covered by the collective bargaining agreement, and which requires them to use a piece of equipment that they do not regularly use in their regular position, will receive out of class pay if they serve in the higher job position for a period of eight (8) hours. If an eligible employee in the Solid Waste Division serves for a period of eight (8) hours or more within the same work week (currently, Monday through Sunday), the employee shall receive compensation for the higher position for the total time of temporary service in that position, not to exceed a maximum of 5% additional compensation beyond the wages of regular compensation. Under no circumstances shall the total additional compensation exceed the pay grade for the temporary position. If an eligible employee in the Solid Waste Division serves in a higher position of two (2) pay grades or more, then compensation shall be 10%.

- d. Notwithstanding Paragraph 1 of this Article, effective October 7, 2024, Emergency Dispatchers that are asked to serve in the capacity of an Emergency Dispatch Supervisor, will receive out of class pay (10% additional compensation) for the entire time that they are serving in that position.

**ARTICLE 21**  
**LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee consisting of three (3) management representatives designated by the Director of Human Resources & Risk Management; the President or officer of the Union; and two (2) bargaining unit employees appointed by the Union. The Labor-Management Committee shall meet as mutually agreed upon by the participants, but not less than quarterly. The sole function of the committee shall be to discuss general matters pertaining to labor relations. Union committee members, who are off duty at the time of a committee meeting, shall not be compensated for attending said meeting. Union representatives who attend meetings on duty time shall not lose pay or benefits for time spent participating in the meetings.

**ARTICLE 22**  
**REST BREAKS**

Employees covered by this Agreement shall receive two (2) fifteen (15) minute rest breaks per workday and at a minimum a thirty (30) minute lunch break. The time and other conditions under which said breaks shall be taken shall be within the sole discretion of the City.

**ARTICLE 23**  
**SPECIAL ALLOWANCE**

1. The Special Allowances listed in this paragraph shall be provided to employees subject to the conditions contained in Paragraph 2, below:
  - a. ASE Certified Mechanic (5 certificates required) or certified Emergency Vehicle Technician (EVT) – \$75.00 Bi-weekly – certifications must be from an accredited or approved technical school and must be kept current to qualify. Individuals who qualify as an ASE Certified Mechanic and an EVT are only entitled to one (1) bi-weekly special allowance of \$75.00. Effective October 7, 2024, this \$75 bi-weekly special allowance shall increase to \$150.00.
  - b. \$575.00 tool allowance one-time annually for mechanics. List to be provided by the Union and approved by the Director of Human Resources & Risk Management. Effective October 7, 2024, the tool allowance shall increase to \$800.00. The tool allowance shall be paid in the first pay period in October of each year. For new employees, the first tool allowance will be paid the first pay period after passing probation and thereafter each first pay period in October.
  - c. Code Enforcement Officers shall receive a one-time lump sum payment for meeting all qualifications of a Florida Association of Code Enforcement (F.A.C.E.) certificate. The lump sum amounts shall be \$500.00 for attaining a level 1 or level 2 certificate and \$1,000.00 for attaining a level 3 or level 4 certificate. The lump sum amounts are non-pensionable.
2.
  - a. Under no circumstances shall an employee be entitled to more than one Special Allowance, with the exception of ASE Certified Mechanics or certified EVTs who are eligible to receive both of the special allowances listed in 1.a. and 1.b. above if they qualify.
  - b. An employee shall be entitled to a Special Allowance only as long as the employee is assigned to such Special Unit or retains necessary certification, in writing, by the Director or designee. Whenever an employee is removed from such Special Unit or does not retain necessary certification, the Director or designee, shall, in writing, notify that the Special Allowances are no longer entitled. The assignment is at the discretion of the Director or designee, and such

assignment or removal shall be the sole factor in determining eligibility for such Special Allowance.

3. Emergency Dispatchers assigned to Quality Assurance shall receive a 5% non-pensionable pay supplement.
4. Effective on October 7, 2024, the pay supplement given to Emergency Dispatchers assigned as Emergency Dispatch Trainers shall increase from 3% to 5% (non-pensionable).
5. Effective October 7, 2024, employees holding a job classification within one of the divisions of Public Works listed in Exhibit D, will receive Hazard Pay in the amount of \$60 bi-weekly, non-pensionable.
6. The City will provide General employees 50% off of residential rates for membership at the Youth Center, and 50% off of camps and/or other programs.
7. The Union acknowledges the City's existing right to determine, in its sole discretion, which employees in the bargaining unit, if any, shall be issued a City cellular phone. Should the City, in its sole discretion, change the existing cellular phone policy, in one or more respects, the changed policy shall also apply to this bargaining unit. For example, should the City increase the current employee deduction amount or change its current policy to a policy of providing allowances to employees who are issued cellular phones, those bargaining unit employees who are issued cellular phones shall pay the increased deduction amount or receive the same allowance as other City employees.



**ARTICLE 24**  
**VEHICLES AND EQUIPMENT**

The City will make a good faith effort to maintain City owned vehicles and equipment in proper working order. City vehicles shall comply with the standards and requirements of applicable State statutes governing motor vehicle equipment. All newly acquired City automobiles, trucks, pick-up trucks, and trash cranes should be equipped with air conditioning (if factory equipped) or City will retrofit with air conditioning. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employees covered by this Agreement.

**ARTICLE 25**  
**FAMILY LEAVE**

1. Employees covered under this Agreement shall be entitled to leave of absence in accordance with the Family and Medical Leave Act of 1993 and Rule 12.10 of the City's Personnel Rules and Regulations.
2. Whenever leave is taken under one of the other leave articles of this Agreement or the City's Personnel Rules and Regulations (e.g., disability leave, leave without pay, maternity/paternity leave, parental leave), and the leave also qualifies as leave under the Family and Medical Leave Act of 1993, the leaves shall run concurrently.

**ARTICLE 26**  
**PERSONNEL RECORDS**

1. Employees covered by this Agreement shall have the right to inspect official personnel files located in the Human Resources and Risk Management Department, provided, however, that such inspection shall take place at reasonable times. The employees shall have the right, at the employee's own expense, to make duplicate copies of any item contained in their personnel files.
2. Employees covered by this Agreement shall have the right to file a written response to any letter or reprimand or other document, which is hereafter placed in the employee's official personnel file, together with the letter of reprimand and other document against which it is directed. Employees have the right to add City employment related commendations, training certificates, and letters of commendation.

**ARTICLE 27**  
**UNIFORMS**

1. Employees covered by this Agreement who are required to wear uniforms will be issued uniforms by the City at no cost to the employee involved and in accordance with City policy. Said uniforms shall be replaced, as needed, in the sole discretion of the City. The cost of maintenance of such uniforms shall be borne by the employee, with the exception of those employees in departments where the City has already established a cleaning service and, in such a case, the City will bear the cost of maintaining the uniforms.
2. The Director of Human Resources & Risk Management, with input from the Safety Officer, shall be responsible for creating a list of employees required to wear safety glasses. Those employees covered by this Agreement who are required to wear safety glasses, when a prescription is necessary, will receive one (1) pair of prescription safety glasses to be paid by the City. The prescription will be turned over to the City which will either have the prescription filled or direct the employee to a vendor to have it filled. In the latter case, the City will reimburse the employee upon receiving the proper receipts.
3. The Director of Human Resources & Risk Management, with input from the Safety Officer, shall be responsible for creating a list of employees required to wear safety shoes and the type of safety shoes to be worn. The type of safety shoes to be worn will be in accordance with applicable state standards. The President of the Employee Union or designee shall be sent a copy of this list. Employees covered by this Agreement who are required to wear safety shoes shall receive up to one hundred twenty-five dollars (\$125.00) toward the purchase of one or more pair of such shoes one (1) time during each fiscal year. This shoe reimbursement will increase to two hundred dollars (\$200.00) effective on the ratification date of this Agreement. The safety shoes will be examined by the Safety Officer. If the shoes are worn in such a manner which are no longer considered safe, that pair of shoes shall no longer be worn by any employee on the job and the employee shall be responsible for replacement of the shoes.

**ARTICLE 28**  
**AFFIRMATIVE ACTION PROGRAM**

The City shall provide the Union with a copy of its affirmative action program and any subsequent revisions or additions thereto.

**ARTICLE 29**  
**GENERAL PROVISIONS**

1. Treatment for on-the-job injuries shall be in accordance with Rule 14 of the City's Rules and Regulations, as amended.
2. In the event the City determines that there is a need for a reduction-in-force of an employee (or employees) covered hereunder, such reduction-in-force shall be conducted in accordance with the provisions of this Agreement and the City's Personnel Rules and Regulations. In order to alleviate hardship upon any employee affected by such reduction-in-force, it is agreed that the City will, insofar as possible, provide the employee with thirty (30) days' notice in advance of the reduction-in-force action. This provision shall not in any manner restrict the City's right to terminate an employee for cause in accordance with the City's Personnel Rules and Regulations.
3. In the event of a reduction in force, employees shall be reduced in force by classification in the inverse order of seniority with the City. 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, provided that the senior employee previously held the lower classification for at least one year and is fully qualified to perform all of the essential functions of the lower classification as determined by the Human Resources and Risk Management Director. If the employee has not previously held a lower classification for at least one (1) year, the employee shall be given an opportunity to exercise his/her City seniority in accordance with the provisions of the City's Personnel Rules and Regulations. Upon reverting to a lower classification an employee's seniority shall be determined by the effective date of permanent appointment to the lower classification after bumping.
4. Employees shall be recalled from reduction-in-force status in accordance with seniority with the City, provided that the employee has held the position to which he or she is being recalled for at least one (1) year and is fully qualified to perform all of the essential functions of the lower classification as determined by the Human Resources and Risk Management Director. The City will send by certified mail to an employee's last known address any offer to recall an employee. If the certified letter is not deliverable to the last

known address on file with the City, the employee will be deemed to have waived his/her recall rights. An employee has the sole responsibility to inform the City of the employee's current address. A laid-off employee who receives by certified mail notice of recall will have ten (10) business days, including the day the notice was delivered, to notify the Human Resources and Risk Management Department in writing of the employee's intention to return to work. If a laid off employee does not respond in writing to the recall notice within ten (10) business days, the City will consider the employee to have abandoned his/her job, and will terminate the employee. In this case, the City will have no further obligation to recall the employee. A laid off employee who receives the City's notice of recall shall return to work as soon as possible, but not later than fourteen (14) business days following receipt of the recall notice. No new employees shall be hired in any classification until all employees on reduction-in-force status in that classification or employees who held that classification for at least one (1) year have had the opportunity to return to work; provided, however, that such employees are physically and mentally capable of performing the work at the time of recall. No reduction-in-force status employee shall retain recall rights beyond eighteen (18) months from the date of reduction-in-force.

5. Notwithstanding the certified mail requirement contained in paragraph 4 above, the City and the Union hereby agree that all other or additional communications between the parties required in writing can be transmitted by U.S. Mail, private mail services, e-mail and or facsimile.

## **ARTICLE 30**

### **BIDS, VOLUNTARY LATERAL TRANSFERS, PROMOTIONS**

1. Newly hired and re-hired employees, except Emergency Dispatch Trainees, shall be considered probationary during the first full six months of employment, and shall not be eligible to bid for voluntary transfer to other positions in the City. Emergency Dispatch Trainees shall be considered probationary during the first full twelve (12) months of employment and shall not be eligible to bid for voluntary transfer to other positions in the City. Any newly hired or re-hired employee who has excused or unexcused absences during the probationary period shall have the period extended by an equivalent number of days. The probationary period shall not be extended for any purpose other than if needed to provide a full 6 months' evaluation of the newly hired employee's work (or a full 12 months' evaluation for Emergency Dispatch Trainees). During a newly hired or re-hired employee's probationary period, the City may, in its sole discretion, transfer in the event of lay off, discipline, or discharge such employee, and the employee shall have no access to the Article 5 grievance procedure.
2. Employees who are promoted or who receive a voluntary lateral transfer shall be probationary during the first full six months of employment. If the employee has excused or unexcused absences during the probationary period, the probationary period shall be extended by an equivalent number of days. An employee who fails the probationary period after having been promoted or voluntarily transferred shall be reinstated to a position in the same classification or pay range held prior to the promotion or lateral transfer. The preceding sentence only applies if the employee is not terminated from employment for disciplinary reasons.
3. The City agrees to post every job vacancy within the bargaining unit on the City's website. The City will also post a copy of each job bulletin issued at the following locations: City Hall, Golf Courses, Waste Division, Motor Pool, Parks and Streets, Sanitary Sewers and Maintenance Division, and to provide the Association with a copy thereof. Applications for job vacancies will be submitted on-line using NEOGOV.
4. Whenever there are vacancies for lateral transfers, promotion, or temporary assignment, the City shall consider factors, including but not limited to, the following:



- A. Ability to perform the essential functions of the job with or without reasonable accommodation.
- B. Performance evaluations.
- C. Length of service in the current classification.
- D. Length of continuous service with the City.
- E. Overall work record with the City.
- F. Disciplinary record.
- G. Prior formal education, apprenticeship programs, specialized training, military training, prior job experience and any other relevant qualifications the employee might possess.

The parties agree that the above-listed items are not listed in any particular order of importance.

5. Continuous service with the City will be broken in the following circumstances:
- A. The employee voluntarily terminates his/her employment.
  - B. The employee is discharged for cause.
  - C. The employee exceeds authorized leave of absence without advance approval of the Department Head or Human Resources Director when the leave is Family and Medical Leave.
  - D. The employee does not return from medical or disability leave after receiving physician's release.
  - E. The employee does not return from military leave of absence within the time governing federal and state laws on veterans' re-employment rights.
  - F. The employee does not return from lay off when recalled within 14 business days after receiving notice of recall.
  - G. The employee is laid off for 18 consecutive months.

**ARTICLE 31**  
**BLOOD DONORS**

Based on the operational and scheduling needs of the Department involved, and at the discretion of the appropriate Department Head and/or Supervisor, employees covered by this Agreement who wish to donate blood without remuneration may be granted a reasonable time off with pay for the purpose of donating blood.

The appropriate Department Head and/or Supervisor shall have the right to require acceptable proof that the employee in fact donated blood without remuneration.

**ARTICLE 32**  
**MATERNITY AND PARENTAL LEAVE**

1. Employees who have completed six (6) months of continuous full-time employment shall be entitled to maternity leave.
  - a. If an employee is unable to perform the regular duties of the position, the City shall make an effort to provide a light duty position. A physician's note will be required to verify the inability of the employee to perform regular duties.
  - b. Application must be made in writing to the Department Head, no later than one (1) month before the employee's intended leave date. A physician's certification to verify pregnancy and the inability to continue work must be submitted with the application.
  - c. Employees will be entitled to maximum of one hundred and eighty (180) days of maternity leave, which shall run concurrently with FMLA. Accrued annual leave must be taken with maternity leave. Use of sick leave is not required for this leave (but may be used at the employee's discretion), provided it is for the care of a newborn, adopted or foster child. Sick leave must be used if the leave is related to a medical condition.
  
2. Eligible employees who have been employed by the City for one year and meet the other requirements of Rule 12.14.5 of the City's Personnel Rules and Regulations will receive a maximum of six (6) weeks of paid parental leave per birth, adoption or placement of child(ren). During parental leave, a City employee will be paid one-hundred (100) percent of his or her hourly rate for the first two (2) weeks, seventy-five (75) percent for the following two (2) weeks and fifty (50) percent of his/her hourly rate for the remaining two (2) weeks. City employees will be eligible to use any accrued leave (in accordance with applicable City Rules and Regulations) in order to receive compensation up to one-hundred (100) percent of their hourly rate during the weeks compensated at the seventy-five (75) and fifty (50) percent rate. The leave shall be taken in a single (1) block during the first 12 weeks of birth or placement.
  - a. The specific requirements of which employees are eligible for parental leave, how it is applied and the processes and procedures for applying for such leave is

governed by Rule 12.14.5 of the City's Personnel Rules and Regulations.

- b. Paid parental leave will run concurrently with leave taken under FMLA; thus, any leave taken under this benefit that falls under the definition of circumstances qualifying for FMLA leave due to the birth or placement of a child(ren), due to adoption or foster care, will be counted towards the twelve (12) weeks of available FMLA leave per a 12-month period. After the paid parental leave is exhausted, the balance of FMLA leave may be compensated through the employee's accrued sick, annual or other paid leave (in accordance with applicable City Rules and Regulations). Upon exhaustion of accruals, any remaining leave will be unpaid leave.
3. Maternity and parental leave under this Article is more generous than that provided for under the Family and Medical Leave Act of 1993. Eligible employees may take both leaves; however, the leave shall run concurrently.

**ARTICLE 33**  
**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”). The Retirement System shall be modified as follows for current and future employees:

- Effective October 7, 2024, employees who participate in the Retirement System shall contribute 10% of their compensation to the Retirement System, and the cost-sharing program for additional employee contributions shall be eliminated.
- Effective October 7, 2024, the maximum retirement benefit in the normal annuity of \$67,500 is removed. The maximum benefit limit in the normal annuity form of 75% of final average compensation is maintained.
- Employees who elected to participate in the City’s 401(a) defined contribution plan shall have a one-time option to participate in the Retirement System by submitting a written election to do so between November 1, 2024 and February 28, 2025. Such election shall take effect on the first day of the month immediately following the date of submission, and shall be irrevocable. On and after the date the election takes effect, the employee shall be a participant in the Retirement System and contributions to the 401(a) defined contribution plan shall cease. An employee who is eligible to elect to participate in the Retirement System and does not submit a timely election to participate in the Retirement System shall continue participating in a retirement plan other than the Retirement System for as long as they are employed by the city. An employee who elects to participate in the Retirement System shall be eligible to purchase credited service under the Retirement System for all or a portion of their period of full-time city employment prior to participation in the Retirement System. The participant must make this election within the same time period provided above and will be required to contribute for such service an amount equal to the full actuarial cost of the service as determined by the plan actuary. Payment for the purchase of credited service pursuant to this subsection may be made by lump sum cash payment; deduction from the employee’s compensation, with interest; by direct transfer from another qualified retirement plan that permits such transfers; or a

combination of such methods. If the full actuarial cost for such purchased service is not paid in full at the time a participant enters the DROP or separates from city employment, only the amount of credited service for which the full actuarial cost has been paid shall be recognized. Except as established in this subsection, the administrative regulations established by the Retirement Board, and as amended from time to time, shall govern all other terms and conditions of the purchase of prior full-time city employment.

- The maximum Deferred Retirement Option Plan (DROP) participation period shall be extended to 96 months for employees who are in the DROP on October 7, 2024 or who enter the DROP on or after October 7, 2024.

## ARTICLE 34

### DRUG & ALCOHOL FREE WORKPLACE POLICY

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. As such, the City has adopted a Drug and Alcohol Free Workplace Policy and Work Rules ("Policy") pursuant to the provisions of Florida Drug-Free Workplace Program, as provided in Section 440.101, et seq., Florida Statutes. The Union has agreed to adoption of this Policy and the Policy is incorporated in its entirety into this Agreement, unless there is a specific change set forth in this Article.
2. In accordance with this Policy, the City prohibits the illegal use, possession, sale, manufacture, or distribution, of drugs, alcohol, or other controlled substances on duty or on City property. For purposes of this policy, alcohol is considered to be a drug. The City's Policy also prohibits employees from reporting to work or from working under the influence of drugs. This prohibition includes prescription drugs which induce an unsafe mental or physical state. Under the City's policy, an individual is presumed to be under the influence of drugs if a confirmed drug test is positive. An employee who violates the City's Policy is subject to discipline, up to and including termination.
3. The City's Policy also gives the City the right to drug test employees under certain circumstances. The Policy provides for random drug testing of certain groups of employees, reasonable suspicion testing, post on-the-job accident or occupational injury testing, routine fitness-for-duty testing, and follow-up and return to duty testing. A drug test as defined by the Policy includes testing for the presence of alcohol. An employee who refuses or fails to take a drug test when ordered to do the same shall be subject to discipline, up to and including termination.
4. The parties agree to random drug testing for classifications that have a CDL requirement as well as safety-sensitive positions. Classifications may be added from time to time as circumstances warrant. The classifications are listed on Addendum A to this Article and new classifications may be added to the list in the City's sole discretion, provided the City gives the Union ten (10) days' advance written notice.

5. If an employee is allowed to enter a rehabilitation or treatment program, the employee must comply with the treatment program and all follow-up testing. Failure to do so will result in disciplinary action, up to and including termination.
6. A copy of the Policy will be distributed to all current employees.
7. The parties agree that any issue or grievance arising from the implementation of the Policy shall be subject to the Grievance Procedures outlined in Article 5, but will begin at Step 3 level and heard by the City Manager before being heard by an arbitrator if the parties cannot reach a resolution.
8. 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 Policy, if such changes will enable the City to remain in compliance with state law or any regulations, or will result in a reduction 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 implementation of any such change in the Policy.
9. The parties further agree that any employees covered by this Agreement that are also covered by any other federal or state law/regulations regarding drug and alcohol testing (i.e., any testing required by the United States Department of Transportation and/or Florida Statutes) will comply with such provisions.



**ADDENDUM "A"**

***JOB TITLES THAT REQUIRE CDL CLASSIFICATION***

***or \* SAFETY SENSITIVE JOBS***

AUTOMOTIVE MECHANIC

CARPENTER

COORDINATOR / AREA OF RESPONSIBILITY

\*CRIME ANALYST

\*CRIME SCENE TECHNICIAN

ELECTRICIAN

\* EMERGENCY DISPATCHER ASSISTANT

\* EMERGENCY DISPATCHER TRAINEE

\* EMERGENCY DISPATCHER

\*EMERGENCY DISPATCH SUPERVISOR

EQUIPMENT OPERATOR I

EQUIPMENT OPERATOR II

EQUIPMENT OPERATOR III

FIRE EQUIPMENT MECHANIC II

FOREMAN / AREA OF RESPONSIBILITY

MAINTENANCE REPAIR LEAD

MAINTENANCE REPAIR WORKER / AREA OF RESPONSIBILITY

MAINTENANCE WORKER I

MAINTENANCE WORKER II

MASTER ELECTRICIAN

PLUMBER

\* PARKING ENFORCEMENT SPECIALIST

\* PARKING ENFORCEMENT SPECIALIST LEAD

\* PARKING ENFORCEMENT SUPERVISOR  
\* PROPERTY & EVIDENCE SPECIALIST  
\* POLICE PROPERTY/EVIDENCE SUPERVISOR  
REFRIGERATION MECHANIC  
REPAIR WORKER / AREA OF RESPONSIBILITY  
SANITARY EQUIPMENT OPERATOR II  
SOLID WASTE CRANE OPERATOR  
SOLID WASTE OPERATOR I  
SOLID WASTE OPERATOR II  
SOLID WASTE WORKER  
SENIOR AUTOMOTIVE BODY WORKER  
SENIOR AUTOMOTIVE MECHANIC  
\*SENIOR CRIME SCENE TECHNICIAN  
SEWER LINE TECHNICIAN / SEWER INSPECTOR  
SEWER MAINTENANCE MECHANIC  
SR. WELDER MECHANIC

**ARTICLE 35**  
**ADMINISTRATIVE DIRECTIVES**

1. An employee who is questioned by the City regarding an administrative investigation shall not be ordered to submit to any device designed to measure the truth of responses during questioning. There shall however, be no restriction on the right of any employee to submit to such a device on a voluntary basis.
2. The President of the Union, or the President's designee, shall be notified, by copy, of all pre-determination hearings.

**ARTICLE 36**  
**BEREAVEMENT LEAVE**

1.
  - a. Employees covered by this Agreement shall be granted time off with pay at the employee's straight time rate of pay, not to exceed ten (10) eight hour work days (or eight (8) ten hour work days) in the event of the death of the employee's current legal spouse mother, father or the employee's son or daughter, whether natural, adopted or step.
  - b. Up to 40 hours or five (5) eight hour work days (maximum) of bereavement leave with pay may be allowed to employees covered by this Agreement in the event of the death of any other immediate family member including grandchildren or any other relative living in the same household (as described in the Personnel Rules and Regulations 12.5). This maximum leave is to apply whether the funeral is held in or outside the state of Florida.
  - c. All bereavement leave is to be taken on consecutive work days and must start no later than ten (10) days after the death occurs.
2. The City reserves the right to require documentation supporting approval of bereavement leave.

**ARTICLE 37**  
**LEAVE DONATION**

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. Extraordinary circumstances also include any reason for which an employee is on approved Family and Medical leave.
2. Requests in writing for permission to solicit donations of accrued leave from departmental personnel shall be submitted to the Human Resources and Risk Management 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.
3. Upon approval of such request by the Human Resources and Risk Management 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.
4. As forms are completed by the donors, the Department will forward such forms to the Human Resources and Risk Management 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.
5. A maximum of 240 hours of leave time donated will be permitted per individual request at the discretion of the Human Resources and Risk Management 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).

6. Donated time will be transferred to the recipient on an hour-for-hour basis.
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.
8. The Department will immediately notify the Human Resources and Risk Management 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 leave to compensate \_\_\_\_\_, 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 and Risk Management Director**

**ARTICLE 38**  
**TUITION REIMBURSEMENT**

1. Employees covered by this Agreement may apply for tuition reimbursement for courses in a degree seeking accredited educational program that is job related in accordance with the following provisions.
  - a. To receive reimbursement the employee must have successfully completed probation and the course must be pre-approved by the Human Resources Director. A denial may be appealed to a Committee comprised of the Human Resources Director, an Assistant City Manager and two Union members approved by the Union, with ties to be decided by the City Manager.
  - b. Reimbursements for pre-approved courses will be according to the following schedule:

**GRADE**

- A – C 100%  
D – 0%  
F – 0%

- c. A grade of P in a "Pass-Fail" course will be eligible for 100% reimbursement.
- d. Notwithstanding any other provisions of this Article, effective October 1, 2005, a maximum of \$1,500 per semester and \$6,000 per calendar year will be allowed per eligible employee during the term of this contract. Effective October 1, 2022, the maximum per semester shall increase to \$2,000 and the calendar year maximum shall remain at \$6,000.
- e. In order to receive said reimbursement employees must show proof of satisfactorily completing the course within 45 days of the completion of the same.



**ARTICLE 39**  
**DISCIPLINE AND DISCHARGE**

1. No employee covered by this Agreement shall be discharged or disciplined without just cause. The practice of progressive discipline will be followed to the degree possible. The parties agree that this does not mean that every disciplinary progression must begin with a verbal warning or counseling. The parties agree that the level of discipline, including the first step in a progression, depends upon the nature and seriousness of the situation. Disciplinary action, even the first step, may begin at suspension or discharge based upon the nature and severity of the offense, the past disciplinary record of the employee, and any other relevant factors.
2. The disciplinary notice shall be in writing and provided to the employee, who shall acknowledge in writing that he/she has received such notice. Notice of disciplinary action shall recite with particularity the action being taken and the reason[s] for it. Copies of the disciplinary notice shall be sent to the Union and to the Human Resources and Risk Management Department for inclusion with the employee's personnel file. Except as limited by the provisions of paragraphs 3 and 4 of this Article, nothing in this Article shall limit the City's right to review an employee's work record and disciplinary record when determining the appropriate disciplinary action. Unless on probationary status for newly hired or re-hired employees or Communication Trainees and Operators, the disciplined employee has the right to grieve the disciplinary action, including discharge, pursuant to Article 5 of this Agreement.
3. The parties agree that the City will not consider an employee's record of verbal warning or counseling when considering disciplinary action if such verbal warning or counseling occurred more than 24 months preceding the current disciplinary action.
4. The parties agree that the City will not consider an employee's record of written warning or written counseling when considering disciplinary action if such written warning or counseling occurred more than 36 months preceding the current disciplinary action.
5. An employee may elect to forfeit annual leave in lieu of serving an unpaid suspension, provided that the employee agrees not to grieve the discipline and forfeits the same number of hours for which he/she is suspended. For example, an employee who is suspended for sixteen (16) hours without pay may elect to forfeit sixteen (16) hours of

annual leave in lieu of serving the suspension, provided he/she agrees not to grieve the discipline.

6. The parties agree to meet to discuss the provisions of this Article. If the parties reach an agreement that amends this Article, the parties will execute a Memorandum of Understanding setting forth the amendments to this Article, which would supersede any conflicting provision in Article 39 and would be effective upon execution by both parties. The parties agree that the MOU would not need to be ratified to become effective. The existing provisions in Article 39 will govern until there is an executed MOU.

**ARTICLE 40**  
**DOMESTIC PARTNER BENEFITS**

1. Employees covered by this Agreement will be eligible for the benefits outlined in the City Code at Article XI Domestic Partner Benefits.
2. The processes and procedures for receiving such benefits shall be established at the discretion of the City.
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 41  
DURATION OF AGREEMENT**

1. This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect until and including September 30, 2027. 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 October, 2024.

TLU LOCAL 769, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

THE CITY OF CORAL GABLES

\_\_\_\_\_  
Josh Zivalich  
President

\_\_\_\_\_  
Amos Rojas Jr.  
City Manager

\_\_\_\_\_  
David Renshaw  
Business Agent

\_\_\_\_\_  
Raquel Elejabarrieta  
Director of Human Resources & Risk Mgmt

Attest \_\_\_\_\_  
Billy Urquia  
City Clerk

Authority of Resolution No. 2024-\_\_\_\_, duly  
passed and adopted by the Coral Gables City  
Commission on: \_\_\_\_\_

As to Legal Form and Sufficiency:

\_\_\_\_\_  
Cristina M. Suarez, Esq.  
City Attorney

## Exhibit A

### Fiscal Year 2025 Pay Grades (Includes 4% Increase)

<b>Pay Grade</b>	<b>Min Hourly</b>	<b>Min Annually</b>	<b>Max Hourly</b>	<b>Max Annually</b>
11c	\$16.37	\$34,058.72	\$25.38	\$52,791.17
12c	\$16.53	\$34,380.53	\$26.64	\$55,421.40
13c	\$17.36	\$36,100.27	\$27.98	\$58,193.76
14c	\$18.22	\$37,907.79	\$29.38	\$61,107.16
15c	\$19.14	\$39,802.88	\$30.85	\$64,162.46
16c	\$20.09	\$41,786.37	\$32.38	\$67,359.88
17c	\$21.09	\$43,867.41	\$34.00	\$70,714.36
18c	\$22.15	\$46,075.74	\$35.71	\$74,273.90
19c	\$23.25	\$48,361.66	\$37.48	\$77,958.92
20c	\$24.42	\$50,794.22	\$39.37	\$81,880.36
21c	\$25.64	\$53,324.75	\$41.33	\$85,959.51
22c	\$26.92	\$55,991.94	\$43.39	\$90,259.09
23c	\$28.26	\$58,786.00	\$45.56	\$94,762.87
24c	\$29.68	\$61,727.33	\$47.84	\$99,504.39
25c	\$31.16	\$64,813.63	\$50.23	\$104,479.53
26c	\$31.16	\$64,813.63	\$50.23	\$104,479.53
27c	\$34.35	\$71,456.94	\$55.38	\$115,188.67
28c	\$36.07	\$75,029.79	\$58.15	\$120,948.10
29c	\$37.88	\$78,781.46	\$61.06	\$126,995.42

## Exhibit B

### Fiscal Year 2026 Pay Grades (Includes 4% Increase)

<b>Pay Grade</b>	<b>Min Hourly</b>	<b>Min Annually</b>	<b>Max Hourly</b>	<b>Max Annually</b>
11c	\$17.03	\$35,421.07	\$26.40	\$54,902.81
12c	\$17.19	\$35,755.75	\$27.71	\$57,638.26
13c	\$18.05	\$37,544.28	\$29.10	\$60,521.51
14c	\$18.95	\$39,424.10	\$30.55	\$63,551.44
15c	\$19.90	\$41,395.00	\$32.08	\$66,728.96
16c	\$20.89	\$43,457.82	\$33.68	\$70,054.28
17c	\$21.93	\$45,622.10	\$35.36	\$73,542.93
18c	\$23.04	\$47,918.77	\$37.14	\$77,244.86
19c	\$24.18	\$50,296.13	\$38.98	\$81,077.27
20c	\$25.40	\$52,825.99	\$40.94	\$85,155.58
21c	\$26.66	\$55,457.74	\$42.98	\$89,397.89
22c	\$28.00	\$58,231.61	\$45.13	\$93,869.45
23c	\$29.39	\$61,137.44	\$47.38	\$98,553.38
24c	\$30.86	\$64,196.42	\$49.75	\$103,484.56
25c	\$32.41	\$67,406.18	\$52.24	\$108,658.71
26c	\$32.41	\$67,406.18	\$52.24	\$108,658.71
27c	\$35.73	\$74,315.22	\$57.59	\$119,796.22
28c	\$37.51	\$78,030.98	\$60.47	\$125,786.03
29c	\$39.39	\$81,932.71	\$63.50	\$132,075.23

## Exhibit C

### Fiscal Year 2027 Pay Grades (Includes 3.5% Increase)

<b>Pay Grade</b>	<b>Min Hourly</b>	<b>Min Annually</b>	<b>Max Hourly</b>	<b>Max Annually</b>
11c	\$17.63	\$36,660.80	\$27.32	\$56,824.41
12c	\$17.79	\$37,007.20	\$28.68	\$59,655.60
13c	\$18.68	\$38,858.33	\$30.12	\$62,639.76
14c	\$19.62	\$40,803.95	\$31.62	\$65,775.74
15c	\$20.60	\$42,843.82	\$33.20	\$69,064.47
16c	\$21.62	\$44,978.85	\$34.86	\$72,506.18
17c	\$22.70	\$47,218.88	\$36.59	\$76,116.94
18c	\$23.84	\$49,595.93	\$38.44	\$79,948.43
19c	\$25.03	\$52,056.50	\$40.34	\$83,914.98
20c	\$26.29	\$54,674.90	\$42.37	\$88,136.02
21c	\$27.60	\$57,398.76	\$44.48	\$92,526.82
22c	\$28.98	\$60,269.72	\$46.71	\$97,154.88
23c	\$30.42	\$63,277.25	\$49.04	\$102,002.75
24c	\$31.94	\$66,443.30	\$51.49	\$107,106.52
25c	\$33.54	\$69,765.39	\$54.07	\$112,461.77
26c	\$33.54	\$69,765.39	\$54.07	\$112,461.77
27c	\$36.98	\$76,916.25	\$59.61	\$123,989.08
28c	\$38.83	\$80,762.07	\$62.59	\$130,188.54
29c	\$40.77	\$84,800.36	\$65.72	\$136,697.86

## **Exhibit D**

### **Job Classifications Eligible for Hazard Pay**

*(Must hold a job classification within one of these divisions to be eligible for Hazard Pay)*

#### **Public Works - Solid Waste Division (1506)**

- Solid Waste Coordinator
- Solid Waste Crane Operator
- Solid Waste Operator I
- Solid Waste Operator II
- Solid Waste Worker

#### **Public Works - General Services Division (1520)**

- Electrician
- Plumber

#### **Public Works - Sanitary Division (1509)**

- Repair Worker/Sewer
- Sewer Line Technician / Inspector
- Sewer Maintenance Mechanic
- Master Electrician
- Equipment Operator II (Sanitary)

#### **Public Works – Automotive Division (1510)**

- Auto Mechanic
- Fire Equipment Mechanic II
- Senior Auto Body Worker
- Senior Auto Mechanic
- Senior Auto Mechanic/Trolley
- Senior Welder Mechanic

#### **Public Works – Storm Ops. Division (1508)**

- Equipment Operator II
- Repair Worker / Sewer

#### **Public Works – Engineering Division (1503)**

- Construction Manager/Survey Lead



## **Exhibit D**

(continued)

### **Job Classifications Eligible for Hazard Pay**

*(Must hold a job classification within one these division to be eligible for Hazard Pay)*

#### **Public Works – Greenspace Division (1507)**

- Greenspace Management Coordinator
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Foreman
- Foreman / Irrigation
- Repair Worker / Irrigation
- Maintenance Repair Worker / Irrigation
- Maintenance Worker II