MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORAL GABLES AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1210

This Memorandum of Understanding (MOU) is entered into by and between The City of Coral Gables (the "City") and the International Association of Fire Fighters, Local 1210 (the "Union"). The City and the Union are collectively referred to herein as the "Parties." This MOU is effective upon ratification by both Parties.

WHEREAS, the City and Union are Parties to a Collective Bargaining Agreement covering the period October 1, 2020, through September 30, 2026 (the "CBA");

WHEREAS, the City decided to implement a Technical Rescue Team ("TRT") and provided notice to the Union of its decision;

WHEREAS, the Union requested impact bargaining over the City's decision; and

WHEREAS, the Parties engaged in impact bargaining and reached agreement as to the terms and conditions of employment for TRT.

NOW, THEREFORE, the City and the Union agree as follows:

- 1. The above information is true and correct.
- 2. The Fire Chief retains the authority and discretion to determine the number of employees assigned to the TRT. However, the City shall attempt to assign a maximum of forty (40) TRT certified firefighters (minimum of eleven (11) per battalion) to TRT.
- 3. Employees assigned to TRT shall receive five (5%) incentive pay (peniosnable) above regular compensation. The incentive pay shall be pensionable. The incentive pay shall apply to paid leave occurring during the period of assignment to TRT. The incentive pay shall begin in the first full pay period following an employee's assignment to TRT.
- 4. For the purpose of filling permanent TRT assignments, an eligibility list will be established.
 - a. To be placed on the eligibility list, a firefighter must possess and maintain a minimum Operations Level certification in ALL FIVE (NFPA 1670) Florida Urban Search and Rescue (FLUSAR) System recognized disciplines, which are 1. Rope Rescue, 2. Confined Space, 3. Trench Rescue, 4. Structural Collapse, and 5. Vehicle Machinery Rescue.

- i. Additional classes may be added as deemed necessary in the sole discretion of the Fire Chief or designee.
- ii. Certification courses must be obtained through a recognized agency as determined and approved by the Fire Chief or designee.
- iii. Requests to attend a course must be approved by the Fire Chief or designee through the Department Education/Training approval policy and procedure.
- b. Priority will be given to members having **ALL FIVE** (NFPA 1670) Florida Urban Search and Rescue (FLUSAR) System recognized <u>Technical Level</u> certifications.
- c. Employees will be ranked on the eligibility list based on their TRT certification date with special consideration to seniority in job classification.
- d. To fill a TRT assignment, an employee must have a minimum of three (3) years of service as a certified firefighter with the Coral Gables Fire Department. Employees that are hired with the TRT certifications set forth above and employees that receive their TRT certifications prior to having three (3) years of service as a certified firefighter with the City will be placed at the bottom of the list. Employees will not be eligible to be assigned to TRT until they have completed three (3) years of service as a certified firefighter with the City unless there is a vacancy and there is no employee on the eligibility list with three (3) or more years of service.
- e. The Fire Chief shall make an assignment to TRT by selecting one (1) employee from the three (3) employees ranking the highest on the TRT eligibility list.
- f. Employees on the eligibility list must abide by all Department rules and regulations, policies, procedures, and training requirements to remain on the list.
- g. Employees on the eligibility list must complete a task book and assigned training to remain on the list.
- 5. There shall be a probationary period of six (6) months for each employee assigned to TRT. This probationary period shall commence from the employee's initial assignment to TRT and shall apply only to the employee's continued assignment. During the six (6) month probationary period, it is within the sole discretion of the Fire Chief or designee to remove any employee from TRT.

- 6. Employees assigned to TRT shall complete all annual training sessions and task book to maintain their assignment to TRT.
- 7. Employees assigned to TRT must successfully complete an annual performance objective evaluation to maintain assignment to TRT.
- 8. When it is necessary that an employee on the TRT eligibility list works in a TRT assigned position for greater than 4 hours or more of the normal tour of duty, an additional five percent (5%) of base pay for the time required to work in the TRT classification will be paid.
- 9. In the event a TRT assigned employee desires to obtain a substitute under existing policy, they shall attempt to obtain a TRT assigned employee of the same rank and job classification. If an assigned TRT employee cannot obtain a substitute that is assigned to TRT and is of the same rank and job classification, he/she may obtain a substitute that is on the TRT eligibility list (and, therefore, is not assigned to TRT) that is of the same rank and classification provided it has been approved by the battalion chief. TRT assigned paramedic lieutenants and TRT unassigned paramedic lieutenants will be allowed to substitute for one another.
- 10. After the six (6) month probationary period, personnel regularly assigned to TRT may be removed from said regular assignment for just cause as determined by the Fire Chief or designee.
- 11. The City and the Union agree that paragraphs 2-10 of this MOU represent the Parties' entire agreement to amend the CBA. The Parties will attach this MOU to the CBA and will incorporate these provisions into a successor CBA unless changes to these provisions are otherwise negotiated by the Parties during collective bargaining for a successor agreement.
 - 12. It is understood that this MOU sets no precedent for any future event.
- 13. The Parties agree that this MOU cannot be amended or modified without the express written consent of the Parties.
- 14. The Parties have had the opportunity to consult with legal counsel of their choosing regarding this MOU.
 - 15. This MOU will be effective upon ratification by both Parties.
- 16. The Parties signify their agreement with this MOU by affixing their signatures below.

DATED this	day of	2025
DATED this	day of	, 2025

LOCAL NO. 1210, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS	THE CITY OF CORAL GABLES
David Perez, President	Raquel Elejabarrieta, Human Resources & Risk Management Director
David Vargas, Secretary/Treasurer	
Approved as to legal form and sufficiency:	
Cristina M. Suarez, City Attorney	