# AGREEMENT
## Between the City of Coral Gables
## &
## International Association of Firefighters, Local 1210
## RE: Overpayments


**THIS AGREEMENT** is entered into between the City of Coral Gables, Florida ("City") and the International Association of Firefighters, Local 1210 ("Union"), collectively the "Parties."

**WHEREAS**, the Human Resources Department reviewed the payroll history of all sworn Fire personnel for the period of January 2008 through January 2010 and determined that there were overpayments and underpayments.

**WHEREAS**, the Human Resources Department and the Fire Department worked collectively to address the matter as expeditiously as possible and with the Union's understanding and support of the same.

**NOW THEREFORE**, in full and complete settlement of all issues as they pertain to the overpayments of the sworn Fire personnel, the Parties hereby agree as follows:

1. Attachment 1, attached hereto and incorporated herein, identifies the sworn Fire personnel that were overpaid as specified therein.

2. The sworn Fire personnel identified in Attachment 1 will individually execute an Overpayment Agreement with the City in substantially the attached form labeled Attachment 2.

3. The Union is the collective bargaining representative for those individuals identified on Attachment 1 as being overpaid. The Union agrees that this Agreement resolves the issues of these overpayments and further agrees that it will not file a grievance regarding these issues on its own behalf.

4. The Parties agree that should an individual bargaining union member allege a discrepancy in the calculations of the overpayment, the Parties will come together to discuss further and resolve.

5. The Parties agree that settlement of these issues does not set precedent for the settlement of other issues.

6. The Parties further acknowledge that this Agreement is entered into in order to forego the burdens of administrative and/or legal actions and does not constitute an admission of liability on the part of any Party.

DATED this _____ day of _____, 2010.

ON BEHALF OF THE UNION:

ON BEHALF OF THE CITY:

By:_____
       Michael Chickillo
       IAFF, Local 1210 President

By:_____
       Patrick G. Salerno
       City Manager

## ATTACHMENT 1
## OVERPAYMENT LIST
### Calculations going back to (2) yrs. From 01-14-08 TO date record was corrected in system

| DEPT | EE# | EMPLOYEE NAME | DISCREPANCY REASON | TOTAL GROSS | TOTAL OVERPAYMENT |
|---|---|---|---|---|---|
|  | 6896 | ROUZEAU, ALAIN | various issues, fluctuating amounts in diff. payrolls, please refer to full report provided | $ (7,527.11) | $ (7,527.11) |
|  | 5712 | JEDLINSKI, TONY | failed to remove Air Tech & Driver engineer assignments when assigned to LT. 02/26/09 | $ (526.32) | $ (526.32) |
| 5500 |  |  |  | DEPT. SUBTOTALS: | $ (8,053.43) |
|  | 5708 | ALBURY, DAVID | Bachelor's pay, failed to remove Associate's 08/13/07 | $ (1,465.00) | $ (1,465.00) |
|  | 6518 | LESLIE, JEROME | AT pay was reactivated, should had remained inactive 07/09/08 | $ (2,050.00) | $ (2,050.00) |
|  | 8397 | PEREDA, JOSE | incorrect merit % given 10/11/09 | $ (76.25) | $ (76.25) |
|  | 6159 | VALLADARES, GEORGE | 19% was taken away as an add on premium, 12% was added as an add on premium, diff was put to base and got him to reach max sooner. Employee had 3.65% to reach max, a 5% merit was given as a result of how it was originally handled. | $ (1,013.16) | $ (1,013.16) |
| 5510 |  |  |  | DEPT. SUBTOTALS: | $ (4,604.41) |
|  | 9588 | MIZHARI, ALBERT | incorrect merit % given 4/11/10 | $ (221.88) | $ (221.88) |
|  | 4652 | BOUTIN, PAUL | 1% over max of pay range 10/1/06 | $ (2,773.86) | $ (2,773.86) |
|  | 5095 | GOSSETT, JAMES | 1% over max of pay range 10/1/06 | $ (2,163.35) | $ (2,163.35) |
|  | 6288 | JENNINGS, MICHAEL | failed to remove 5% Assigned driver when ee went back to Fire Lt. on shift 05/02/06 | $ (13,766.08) | $ (13,766.08) |
|  | 7929 | SHAW, BRIAN | adjusted service date was changed when paid buy back mil serv., causing him to receive loyalty pay too soon. 06/17/09 | $ (3,131.25) | $ (3,131.25) |
|  | 5966 | PORTU, PETER | 19% was taken away as an add on premium, 12% was added as an add on premium, diff was put to base and got him to max out sooner, additional merit had been given as a result of how it was originally handled. | $ (11,323.93) | $ (11,323.93) |
| 5520 |  |  |  | DEPT. SUBTOTALS: | $ (33,380.35) |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 6833 | GARCES, ALEJANDRO | 19% was taken away as an add on premium, 12% was added as an add on premium, diff was put to base and got him to reach max sooner. Employee had 3.65% to reach max, a 5% merit was given as a result of how it was originally handled. | $ | (10,087.16) | $ | (10,087.16) |
| | 6876 | HERNANDEZ, GILBERTO | 19% was taken away as an add on premium, 12% was added as an add on premium, diff was put to base and got him to reach max sooner. Employee had 3.65% to reach max, a 5% merit was given as a result of how it was originally handled. Merit hrly. adjustment from 2006yr. taken into account, hrly. rate had not been adjusted due to merit from 2006. | $ | (9,747.26) | $ | (9,747.26) |
| | 6525 | SHEEDER, ERIC | 19% was taken away as an add on premium, 12% was added as an add on premium, diff was put to base and got him to max out sooner, additional merit had been given as a result of how it was originally handled. | $ | (3,250.98) | $ | (3,250.98) |
| 5530 | | | | **DEPT. SUBTOTALS:** | | $ | (23,085.40) |
| | | | | **GRAND TOTALS:** | | $ | (69,123.59) |

**CITY OF CORAL GABLES**
**&**

_____

**OVERPAYMENT PAY-PLAN AGREEMENT**

For salary/allowance overpayment received, I, _____ ("Employee/Obligor"), agree and promise to pay to the City of Coral Gables ("Employer/Obligee") the sum of _____ ($_____), as outlined below ("the Agreement"):

1. **FACTS.** On or about _____2010, Employer inadvertently overpaid Employee the amount of $_____ . Employee agrees that this was an overpayment and will pay Employer in installments as identified below:

   ☐ *Installments.* Repayment shall be made in installments, consisting of _____ payrolls in the amount of $_____ per month. I authorize the Employer to withhold through payroll deduction $_____ per month to be paid until all money received as overpayment is paid back to the Employer in full. The Employee may, at his option, repay all or any part of the sum at any time.

   *OR*

   ☐ *Lump Sum Payment.* Repayment shall be by a lump sum payment of $_____ due on _____ .

2. **DEFAULT.** Employee agrees that failure to pay the installment payments due materially breaches the terms of this Agreement.

   If default be made in the payment of any said sums or in the performance of any agreements contained herein, then, at the option of the Employer, the principal sum remaining unpaid shall immediately become due and collectible without notice. The Employer also may take appropriate administrative or legal action to collect said sum.

3. **MODIFICATION.** No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties.

I authorize the Employer to withhold from my earnings in accordance with the above schedule. If my employment with the Employer terminates before the aforementioned is repaid, any balance still owing may be taken out of my final paycheck.

In the event of a lawsuit, the Employee agrees that the venue will be in the 11th Judicial Circuit Court of Florida and the applicable law will be that of the State of Florida.

Signed this _____, 20_____, in Coral Gables, Florida.


Employee/Obligor
SIGNATURE_____
PRINT NAME _____

The City of Coral Gables, Florida
SIGNATURE_____
PRINT NAME _____


The foregoing instrument was acknowledged before me this _____ day of _____ ,
20_____, by _____. He/She is personally known to me or has produced
_____ as identification.


_____
Print or stamp name:
Notary Public, State of Florida
My Commission Expires: