

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2009-246

A RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CORAL GABLES AND THE FRATERNAL ORDER OF POLICE, LODGE NUMBER 7, FOR THE CONTRACT PERIOD FROM OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. That the Collective Bargaining Agreement with the Fraternal Order of Police Lodge Number 7, shall be and it is hereby ratified as to the terms and conditions therein, for the contract period October 1, 2008 through September 30, 2009, a copy of which is attached.

SECTION 2. That the City Manager and the City Clerk are hereby authorized to execute the Agreement herein ratified on behalf of the City of Coral Gables and the executed Agreement shall be made a part of this Resolution and kept in the office of the City Clerk.

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

PASSED AND ADOPTED THIS EIGHTH DAY OF SEPTEMBER, A.D., 2009.


(Moved: Anderson / Seconded: Kerdyk)

(Yeas: Anderson, Cabrera, Kerdyk, Withers, Slesnick)

(Unanimous: 5-0 Vote)


(Non-Agenda Item)

APPROVED:



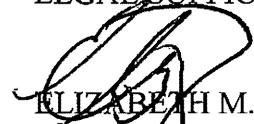
DONALD D. SLESNICK II
MAYOR

ATTEST:



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



ELIZABETH M. HERNANDEZ
CITY ATTORNEY

ARTICLE 14
WORKWEEK, OVERTIME AND SHIFT DIFFERENTIAL

1. The following provisions shall govern hours of work and overtime:
 - a. In accordance with existing City policy, forty (40) hours shall constitute a normal workweek for a bargaining member covered by this Agreement. Nothing herein shall guarantee any bargaining unit member payment for a forty (40) hour workweek unless the employee actually works forty (40) hours or actual hours worked and authorized compensated leave total forty (40) hours. For the purpose of this Agreement, authorized compensated leave shall mean leave compensated under existing City policy.
 - b. In the event the City elects to change the workweek schedule, the City agrees to give the Employee Organization at least sixty (60) days advance notice of the change. This paragraph shall not apply to changes in the workweek schedule of individual employees where such changes involve the reassignment of an individual employee to duties currently requiring an eight (8) hour, five (5) day workweek schedule.
 - c. In accordance with existing City policy, hours worked in excess of the regular forty (40) hour workweek shall be compensated at the rate of time and one-half of the members regular rate of pay; or, at the option of the member, and with the approval of the Chief or his designee, hours worked in excess of the regular forty (40) hour workweek shall be compensated by the member receiving compensatory leave at the rate of time and one-half for each hour worked in excess of the regular forty (40) hour workweek [except as provided in Article 23 (Holidays)]. Recognizing that the Department has an obligation to provide sufficient manpower, accrued compensatory leave may only be utilized at a time (or times) approved by the Chief, but only as provided in the Fair Labor Standards Act. Members covered by this Agreement will be allowed to save compensatory leave throughout the leave year, up to a maximum of four hundred eighty (480) hours. Members that have entered into the Deferred Retirement Option Plan (DROP), and have exercised the right to sell accumulated compensatory hours, shall; only be permitted to accrue a maximum of eighty (80) hours of compensatory leave. Any balances of compensatory leave at end of each fiscal year, shall be paid to the bargaining unit member. Lump sum payments for accumulated compensatory time shall be excluded from total earnings for pension purposes beginning September 30, 2009.
 - d. Nothing herein shall require the payment of the time and one-half or compensatory time (compensatory leave) when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than one-quarter (1/4) hour.
 - e. If a member covered by this Agreement is called in to work at a time outside his/her normal working hours, the Officer shall receive a minimum of three (3) hours pay at the rate of time and one-half (1-1/2) the Officer's regular rate of pay, or at the Officer's discretion, and with the approval of the Chief or his designee, a minimum of three (3) hours in compensatory leave (at the rate of time and one-half), except that an employee ordered to report for duty one (1) hour or less prior to normal working hours shall not be entitled to three (3) hours of minimum pay but will be

paid normal overtime pay. If the Officer is required to hold-over for any reason within an hour of the normal tour of duty, it will be considered an extension of the shift, entitling the Officer to normal overtime pay. However, an employee who has not worked a forty (40) hour workweek will be compensated for the call out at the Officer's regular rate of pay and will not have the option of selecting compensatory leave.

- f. The aforementioned minimum call out compensation and other provisions of paragraph e. of this Article shall apply to required off-duty appearances as a subpoenaed witness in the Federal, Circuit and/or County Courts on pending criminal, civil or traffic cases where the employee is involved as a witness, arresting officer, and/or investigating officer. No supervisor or official shall take action to cause the non-payment of straight time, time and one-half, or compensatory leave in circumstances wherein the member covered by this Agreement has performed work, which entitles the Officer to payment of straight time, time and one-half or compensatory time. Nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time, or call out hours worked by the employees covered by this Agreement. Employees covered by this Agreement shall be given forty-eight (48) hours notice of any change in their regular hours of work.
- g. If any member is subpoenaed to appear in court under the conditions described ~~to~~ in paragraph f. above (i.e., the paragraph dealing with required off-duty court appearances), the Officer shall not be required to appear at the police station before and/or after said court appearance. (In the event the department determines that there has been any abuse in claims for court appearance compensation, the department reserves the right to institute any procedure or system to measure, record, verify attendance at off-duty court appearances and duration of such appearances, provided that no such system or procedure shall require the bargaining unit member to travel to the police station before and/or after the court appearance). Compliance with the paragraph shall be a condition precedent to obtaining compensation for an off-duty court appearance under paragraphs e. and f. above.
- h. If a member covered by this Agreement works a parade or other City-sponsored detail outside normal working hours, said detail shall be considered a "call in" and the rate of compensation will be determined as is detailed in subsection e. of this Article.
- i. Members who are assigned to a permanent regular work shift or temporary shift having the major portion of the hours scheduled between the hours of 5:00 P.M. and 10:00 P.M. shall receive five percent (5%) additional compensation above regular rate of pay.
Members of the bargaining unit who are assigned to a permanent regular work shift having the major portion of the hours scheduled between 10:00 P.M. and 6:00 A.M. shall receive seven percent (7%) additional compensation above their regular rate of pay. It is also understood and agreed that shift differential shall not apply to pay for time not actually worked, with the exception of sick leave, annual leave, administrative leave and ~~compensation~~ compensatory leave, and also that any bargaining unit member that works less than four (4) hours during an established shift differential time period will not be entitled to shift differential pay.

- j. Bargaining unit members designated to temporarily serve in a regularly budgeted higher position shall be compensated as follows:
 - a. If the member serves in a higher classification for a period of four (4) hours or less, the employee shall receive no additional compensation beyond the wages of their regular classification.
 - b. If the bargaining unit member serves in a higher classification for a period of more than four (4) hours, the employee shall receive additional compensation for the higher position for the total time of the temporary service in that position.
- k. All salary, overtime, and compensatory leave provisions of this Article shall be governed by the provisions of the Fair Labor Standards Act and any amendments thereof promulgated from time to time.

ARTICLE 15

WAGES

1. It is understood and agreed by both parties that bargaining unit members covered by this Agreement shall receive ~~an no~~ across the board wage increase of ~~three percent (3%) effective with the pay period that includes October 1, 2007 for fiscal year 2008-2009.~~
2. Merit increases shall be ~~five percent (5%)~~ two and one-half percent (2.5%) for eligible employees until the maximum of the pay range is reached (maximum does not include loyalty steps) effective September 30, 2009. It is understood that such merit increases shall not exceed the pay range cap for each covered classification and that a final merit increase of less than ~~five percent (5%)~~ two and one-half percent (2.5%) may be in order in some instances.
3. Members covered by this Agreement shall receive loyalty payments of five percent (5%) at ten (10), fifteen (15) and twenty (20) years of service. No one shall be eligible to receive more than three (3) loyalty increases.
4. The Employee Organization will pay the City twenty-six hundred dollars (\$2,600) at the beginning of each calendar year quarter, which will be utilized to pay the Employee Organization President on a bi-weekly basis at the rate of four hundred dollars (\$400.00). This amount will be included in the President's City paycheck and will be included in retirement calculations in the City Retirement System towards the three-year (3) average. Any increase in the President's salary as determined by the Employee Organization dues paying members will be subject to the City's approval before being applied to this Article.

ARTICLE 17
VEHICLES AND SAFETY EQUIPMENT

1. Assigned Take Home Vehicles:
 - a. In an effort to increase officer visibility in the community; reduce costs to the City in maintenance, repairs, accidents and liability, along with the State of Florida's consideration of legislation to give state-wide arrest powers to all sworn Police Officers, this twenty-four (24) hour assigned take home vehicle plan will be implemented using the following ~~guidelines~~ terms:
 1. ~~All non-newly hired probationary members of the bargaining unit will be provided with an assigned twenty-four (24) hour vehicle at no cost to the employee.~~
 - (a) Employees who are provided a take-home vehicle who reside within 20 miles of the City of Coral Gables or who are K-9 officers using City cars to transport dogs will not be charged a use fee.
 - (b) Employees who are provided a take-home vehicle who reside between 20 and 40 miles from the City of Coral Gables will be charged a use fee of thirty dollars (\$30.00) monthly.
 - (c) Employees who are provided a take-home vehicle who reside more than 40 miles from the City of Coral Gables will be charged a use fee of sixty dollars (\$60.00) monthly.
 - (d) Distances shall be determined by Google map from residence to police station at 2801 Salzedo Street.
 - (e) Upon successful completion of the Field Training Riding Assignment period as a new hire bargaining unit members will be provided with an assigned twenty-four (24) hour vehicle ~~at no cost to the employee.~~
 2. Assigned vehicles unavailable due to maintenance, repairs or damage, will not require the replacement of said assigned vehicles on a twenty-four (24) hour basis. Pool cars will be temporarily assigned as replacement vehicles until a permanent assigned vehicle is returned to service or replaced. It is understood that this use of pool cars will be utilized on a first come first serve and on an availability basis.
2. Implementation of Twenty-four Hour Vehicle Program
 - a. All take home ~~P~~police ~~V~~ehicles operated by the City shall comply with the standards and requirements of applicable legislation governing motor vehicle safety equipment at the time the vehicle was purchased.
 - b. All take home ~~P~~police vehicles will be evaluated for replacement when they reach five (5) years of service or 60,000 miles. Replacement of take home ~~P~~police vehicles at seven (7) years or 100,000 miles is mandatory. The City will use date of receipt for replacement purposes. If the vehicles are determined to be unsafe to drive prior to reaching either the age or mileage limits, the vehicle will be removed from service and replaced as soon as possible. Replacement vehicles will not be based upon seniority.

3. Use of Assigned Twenty-four Hour Vehicle

- a. Twenty-four hour vehicles will only be used for travel to and from the employee's home, or to any function within the scope of official duties.
- b. Twenty-four hour vehicles will only be used for personal reasons within the boundaries of the City of Coral Gables. The Employee Organization will encourage their members to make their personal purchases at locations within the City of Coral Gables.
- c. Department policy on the use and operation of ~~P~~police vehicles will apply.
- d. It is understood that violations of departmental policy may result in the employee ~~organization member~~ losing use of a twenty-four hour vehicle; this will, of course, occur after progressive discipline is exercised.
- e. All vehicles will be preventively maintained on a regularly scheduled basis. Failure by the bargaining unit member to fulfill the preventative maintenance schedule may result in disciplinary action, including the loss of take home vehicle privileges. It shall be the responsibility of the Motor Pool and police supervision to advise bargaining unit members when scheduled preventive maintenance is due.
- f. The one county rule will be in effect. Twenty-four hour vehicles will only be driven one (1) county beyond Dade County, unless approved by the Chief of Police.
- g. Officers traveling to and from residences on official business shall take action or assist persons needing help within the City of Coral Gables. Outside Coral Gables the officer will provide initial police services, as needed for public well being.
- h. Bargaining unit members traveling within the State of Florida to attend union functions will be permitted to use their assigned take home vehicles. Prior notification must be given to the Chief or designee. The Employee Organization will be responsible for all fuel purchases during such travel.
- i. The President of the Employee Organization shall be permitted to transport organization employees in the assigned or designated vehicle when the need arises. The transportation of these employees shall be limited to the Miami-Dade County area.
- j. Bargaining unit members will be permitted to have only the outside of their vehicles ~~exteriors~~ washed two (2) times monthly. Additionally the members may have the ~~outside~~ exterior, the interior and windows of their vehicles cleaned once monthly. The described cleaning will be at City's expense. The City will provide the service or designate a business of its choice within reasonable distance of the City to provide the service.

ARTICLE 18

PROMOTIONS

1. The positions and ranks presented below are those available through the promotional process, which are outlined in this Article. All other positions are by special appointment by the Chief of Police.
 - a. Police Sergeant: Effective January 1, 1998, any full-time Police Officer with five (5) years of continuous service from the date on which the oath of office was administered as Police Officer with the Coral Gables Police Department and a two (2) year college degree from an accredited college or 60 credit hours from an accredited college or university, will be eligible to take the promotional examination for Police Sergeant. Eligibility will be determined based upon the time in service requirement being met upon the effective date of the new list. If a list is exhausted, eligibility will be 180 days from the exhaustion of the list.
 - b. Police Lieutenant: Effective January 1, 1996, only Police Sergeants who have two and one-half (2.5) years of continuous service as Police Sergeants with the Coral Gables Police Department and a two (2) year college degree from an accredited college or 60 credit hours from an accredited college or university, will be eligible to take the promotional examination for Police Lieutenant. Eligibility will be determined based upon the time in service requirement being met upon the effective date of the new list. If a list is exhausted, eligibility will be 180 days from the exhaustion of the list.
 - c. Police Captain: Effective January 1, 1996, only Police Lieutenants who have two (2) years of continuous service as Police Lieutenants with the Coral Gables Police Department and a two (2) year college degree from an accredited college or 60 credit hours from an accredited college or university will be eligible to take the promotional examination for Police Captain. Eligibility will be determined based upon the time in service requirement being met upon the effective date of the new list. If a list is exhausted, eligibility will be 180 days from the exhaustion of the list.
 - d. Bargaining unit members taking promotional examinations, who were administered their oath of office prior to April 17, 1991 or were in the application process on the date, will be exempt from the college requirements listed above in Paragraph a, b or c.
 - e. Certified transcripts from the college or university registrar's office and/or the proof of degree must be submitted by the member to the Police Department Training Section.
 - f. Verification of college credits/degree will be provided to Human Resources by the Police Department Training Section.
2. The Human Resources Director or designee shall be assigned the responsibility and authority to administer all facets of the promotional process as set down by either this article or the Promotional Committee which consists of both City and employee organization ~~members~~ representatives.
3. ~~The Human Resources Director will conduct promotional examinations as deemed necessary and in compliance with the contract established with the Fraternal Order of Police—Lodge Number Seven (7). The examinations, which will include a written and oral evaluation, must be job related, content valid, and be consistent with the Equal Employment Opportunity Commission uniform guidelines on~~

~~employee selection procedures~~ The examination will consist of a series of examinations that are agreed upon by the President of the Bargaining Unit and the City. The approved examinations for Sergeant currently offered by the testing consultant will include a written examination, the "Day in a Life" combined with "Electronic Inbox" and the "Role Play Exercise". The approved examination for Lieutenant currently offered by the testing consultant will include a written examination, the "Oral Presentation" and the "Strategic Planning Exercise". The approved examination for Captain will be determined if and when such test is to be administered.-

4. Human Resources will issue a written examination announcement at least 120 days prior to the testing date. The announcement will:
 - a. Delineate the position being tested for and its eligibility requirements.
 - b. Indicate date, time and location of the written exam.
 - c. Explain the application process and deadline date.
 - d. Specify scoring procedures and qualifications for the eligibility list.
 - e. Provide any additional pertinent information.
5. Attached to the announcement will be a list of the study materials.
6. City and Department developed study materials will be made available to candidates through the ~~Police Research & Development Section~~ Professional Standards Division. Necessary books will be obtained by the candidate.
7. Human Resources will forward announcements to the Chief of Police who will give them to eligible candidates as soon as possible. The announcement will also be posted at the Police Department by the Chief of Police or designee.
8. Applications will be made available to prospective candidates through the Chief of Police and in the Human Resources Department.
9. The testing consultant hired by the City will develop reading lists, and content-valid written and ~~oral testing instruments~~ assessment center components, derived from a job analysis process to be conducted using City of Coral Gables Police Department subject matter experts. The testing consultant will conduct the scoring and determine the weights for the ~~written and oral examination, components by "Unit Weight"~~ based upon the job analysis including ~~five~~ seven percent (~~5%~~ 7%) for seniority.
10. The ~~oral examination process~~ assessment center components will be ~~developed during~~ based upon the job analysis. ~~It will be administered by the testing consultant and will consist of approximately three (3) to five (5) questions.~~ The candidate's ~~oral responses to the questions~~ during each component will be recorded ~~on film~~ for viewing and scoring by assessors trained by the testing consultant. ~~This process will continue to be utilized unless the City and a Union agree to a different process. Orientation sessions will be provided by the testing consultant, prior to the day of the oral exams~~ assessment center, to provide interested candidates with an overview of the ~~oral exam~~ assessment center process. Interested candidates will also have an opportunity to attend a feedback session to review their individual written and ~~oral examination~~ assessment center results and, if requested, view their ~~oral exam~~ videos.
11. The ~~written and oral evaluations for~~ promotional examinations will be administered by Human Resources or the testing consultant in the following manner:

- a. Tests will be administered ~~during normal working hours~~ between 8:00 am and 5:00 pm.
 - b. On duty bargaining unit members will not be required to utilize any leave time to attend promotional exams.
 - c. Bargaining unit members will not be compensated for attending promotional exams while off duty.
12. The final scores of the written test, ~~oral exam~~ assessment center and seniority points will be made available to respective candidates. The request for all other documentation will fall under F.S. Chapter 119 (Public Records) following the completion of the examination process.
13. Whenever a budgeted promotional vacancy exists in a sergeant, lieutenant or captain classification, the City shall fill such vacancy within thirty (30) days, or longer if mutually agreed upon in writing by both parties, from the appropriate eligibility list. However, the City shall not be required to fill any position which is not to be continued during the current or subsequent fiscal year. The City shall prepare a new eligibility list not later than ten (10) days after the old list expires.
14. The establishment of promotional eligibility list occurs after the ~~written and oral~~ examinations and assessments are completed. The names of the candidates with standardized composite scores that are at or above one standard deviation below the mean will be placed in decreasing order on the eligibility list.
15. Promotional examinations shall be administered every two (2) years or when an eligibility list is exhausted, for bargaining unit positions.
- a. Once a candidate's name has been placed on the eligibility list, it will remain active for a period not to exceed two (2) years from the date the list is certified.
 - b. All candidates must reapply to the Human Resources Department each time a promotional examination announcement is published.
 - c. The eligibility list shall be posted on departmental bulletin boards throughout the department. Eligible candidates will receive written notification of eligibility.
 - d. All promotions shall be made by utilizing a Rule of Three and be in accordance with the provisions established in this Bargaining Agreement.
 - e. Whenever a member is appointed to a vacancy, the Chief of Police shall provide a written explanation of the reason(s) for being appointed to that vacancy.
16. The written portion of the promotional exam will be graded within 15 business days of the exam date. Candidates will receive written notification of their score by the Human Resources Director and/or the ~~private~~ testing consultant(s) within 20 business days. Candidates will also be notified in the written notification that they have seven (7) working days from notification to review the scored exam. Candidates shall be permitted up to seventy-five minutes to review their scored exam. Candidates who are interested in reviewing their scored written examinations will be scheduled for a written exam feedback session with the testing consultant(s) at a location specified by the testing consultant(s). At the sessions, the following procedures will be implemented.
- a. during the sessions, candidates will be provided with:
 - 1) the candidate's individual scored answer sheet with notation of items that were marked as incorrect, and notation of the correct answer for the items that were marked as incorrect;

- 2) copy of the exam questions;
- 3) an appeal form to complete and submit to the testing consultant(s) -copies of a candidate's completed appeal form will be provided to the candidate at the end of the session.
- b. no notes or recordings of any kind may be made during the session to protect the security of the exam.
- c. candidates will be permitted to bring and refer to reading materials from the exam-reading list. Reading materials from the exam reading list will not be provided by the testing consultants.
- d. appealed test items will only be considered for the following reasons:
 - 1) Answer to a test item is not found in the exam reading materials listed on the exam reading list
 - 2) The answer to a test item that is noted as the correct answer is inconsistent with the information provided in the specific reading list material source that the item was written from (excludes information that may relate to the test item that is found in other reading list material sources -no outside sources).
 - 3) More than one correct answer for a test item is included in the specific reading list material source that the item was written from (excludes information that may relate to the test item that is found in other reading list material sources).
 - 4) Candidates will receive a copy of their completed appeal form at the end of the session. Copies of any other testing materials reviewed at the session will not be provided.
 - 5) Following completion of the written examination feedback session, no grievances may be filed regarding exam reading materials, test items, test answers, or scoring.
 - 6) Testing consultant(s) will research appealed items to determine if an item should be sustained or deleted, based on information included in the specific reading list material source that the item was written from. Determinations, and explanations for the determinations, will be provided in writing by the testing consultant(s). The decisions of the testing consultant(s) will be final once the Human Resources Director reviews the responses.
 - 7) Final written exam scores (with any revisions that may result from the appeal process) and the written response to appealed test items will be provided to candidates, with a breakdown of final composite scores, following completion of all examination procedures.
17. All newly promoted employees shall serve a probationary period of six (6) months. During this period, the progress of the employee will be monitored and evaluated by their immediate supervisor. Unsatisfactory performance should be noted at the earliest possible moment and brought to the attention of the affected bargaining member. The City shall make every effort to train the promoted probationary bargaining member or provisional appointment for the position accepted. Repeated unsatisfactory performance may result in the return of the bargaining member to the former position held by the bargaining member. All aspects of probation are pursuant to the City Rules and Regulations and applicable articles of this Agreement.
18. The City, Human Resources Director or designee shall recognize and conduct all promotional examinations by the process set forth in this article. It is further agreed that the City and Employee Organization shall form a committee, when requested by either party, to evaluate, modify and

monitor the promotional process. The committee will be represented equally by both the City and Employee Organization. On duty covered bargaining unit members serving on this committee will not have to utilize any leave to attend the promotional committee meetings and covered bargaining unit members will not be compensated for attending meetings scheduled while off duty. Meetings will be scheduled by mutual agreement of both sides. The committee will bring modifications to the promotional process back to the City and Employee Organization for their possible approval and adoption. If they are mutually approved, any adopted changes to the current promotional system will not have to be the subject of further, future bargaining. It is mutually agreed ~~to~~ that these changes will only take effect upon the written approval of the City and the Employee Organization.

19. Provisional appointments/promotions are defined as an appointment/promotion to the next highest rank, without a current permanent opening in that rank being available at the time of the provisional appointment/promotion. Management shall make provisional appointments to positions at their discretion. Provisional appointees can only be taken from a current promotional certification list for the position being promoted too. If no list is currently certified, no provisional appointments/promotions may be made. The provisional appointment will not increase the number of permanent positions in a particular rank. The provisionally appointed/promoted bargaining unit member will take the next permanent position open in the particular rank. The provisionally appointed/promoted bargaining unit member will serve the regular probationary period with no additional probation period to be served when the employee is moved into a permanent status. If said move to permanent status occurs prior to the end of the normal probationary term, the term will continue until the normal probationary term, and any extensions, if needed, are completed. Any permanent status openings in the rank where a provisionally promoted bargaining member currently serves will be given to the senior provisionally appointed bargaining member. Seniority in the rank will be calculated from the time of the bargaining unit member's provisional appointment. If more than one bargaining member is provisionally appointed/promoted simultaneously, the bargaining member who is highest on the promotional eligibility list will be senior. If the provisional appointee's appointment/promotion extends beyond the life of the eligibility list from which they were taken, the bargaining member will remain in the current provisional status until the next permanent opening in their respective provisional rank. Provisional appointees are afforded all the rights and privileges of this Agreement as well as those outlined above.

- ADDENDUM A -

As a result of the 1993 -1995 collective bargaining agreement between FOP Lodge #7 and the City of Coral Gables, an agreement was reached concerning an executive level position titled police Major which is excluded from the bargaining unit and the effect this would have on future Police Captains. Employee Organization Members will be eligible to be promoted to this new position as long as members meet the following criteria:

Eligibility for appointment to the position of Police Major will require the appointee to:

1. Have continuous service as a sworn Coral Gables Police Department supervisor in the capacity of Captain, Lieutenant or Sergeant for a minimum of five years, and;
2. Have a two-year degree from an accredited college or university or have least 60-college credits in a degree seeking four-year program.

This addendum agreement is effective only while the current Chief of Police, James Skinner, serves in that capacity, and through the term of this contract. Both parties will abide by the terms of the letter on this issue signed October 9, 1997. The Chief of Police is responsible for evaluating and appointing individuals to fill openings at this, and all positions outside the scope of this bargaining agreement. Officers serving in the new level of management shall serve at the will of the Chief and may be returned to their regular Police Department position at any time. All seniority as well as merit and/or loyalty increases shall be computed and be made a part of the adjusted salary.

While serving in the executive level positions, former members of the bargaining unit shall be encouraged to compete in all promotional exams for which they are eligible. Should the former member be reachable on a promotional list, a regular title change to the new level shall be made after six (6) months of satisfactory service in the executive position. Should the Chief wish to remove the officer from the appointed position, the officer would return to the rank most recently attained in the manner as previously described.

While this addendum is in effect, the City shall have no obligation to test for the position of captain or to make appointments to the rank of Police Captain.


Upon any change in status of the current Coral Gables Police Chief, including his promotion, demotion, retirement, reassignment of responsibilities, termination, or death, this addendum to Article 18, Promotions, of the collective bargaining agreement between the City of Coral Gables and Coral Gables Fraternal Order of Police Lodge #7 shall be void, except for the following provisions:

1. Employees serving as Majors will retain their titles, unless removed in accordance with this agreement by the new Chief. The City will, however, make arrangements within 60 days of the departure of the current Chief to announce a Captain's examination.
2. The City and the F.O.P. will arrange to meet within 14 workdays of the departure of the current Chief in order to negotiate the possibility of extending this addendum for a specified or indeterminate period of time. Should both parties agree to an extension the City's obligation to announce and implement a promotional examination for Police Captain shall be in accord with the new Agreement.

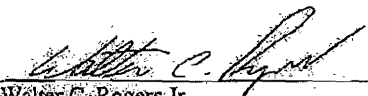
ADDENDUM "B"

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CORAL GABLES
AND THE CORAL GABLES FRATERNAL
ORDER OF POLICE, LODGE NUMBER 7

The parties agree that Article 18 Addendum A shall be extended through the duration of the current Collective Bargaining Agreement and remain in effect until such time that it is changed through the bargaining process. It is also agreed that the provisions of Article 18, section 1 (d) shall apply to bargaining unit members for the selection to the position of Major.


David Brown
City Manager

Date: 8/5/04


Walter C. Rogers Jr.
Fraternal Order of Police, President

Date: 8/5/04

ARTICLE 38
RETIREMENT SYSTEM

1. Retirement benefits for employees covered by this Agreement shall be based on the employee's highest three (3) years of employment with the City.
2. Employees covered by this Agreement shall be vested after ten (10) years of service.
3. Monthly retirement income for non-service connected disability shall be equal to one-twelfth (1/12) of 2.6% percent of the employee's total career earnings during the employee's period of credited service.
4. If a former member of the retirement system returns to the employ of the City of Coral Gables, the member may after a period of 5 years regain the previous time of employment on a day by day basis for the purposes of earned time towards retirement. Regained service time will be only time of employment after September 30, 1987. Bargaining unit members with eligible service time prior to September 30, 1987, may purchase such time on a day to day basis in accordance with Chapter 50 of the Code of the City of Coral Gables.
5. There shall be no age limit for any participant in the retirement system who wishes to buy back eligible time.
6. Effective September 30, 2009, Bargaining unit members shall not contribute 5% of total earnings as defined in Section 50-25 of the Retirement System, as amended in paragraph 7 below and Article 14.1.c of this Agreement, to the City's retirement plan. The FOP agrees to work cooperatively with the City to obtain approval of the 5% member contribution by the State Division of Retirement on or before September 30, 2009. However, in the event the Florida Division of Retirement does not approve the change to the employee contribution rate on or before September 30, 2009, then there shall be a 5% across the board reduction in wages, effective September 30, 2009.
7. Bargaining unit members covered by this Agreement will be eligible to retire October 1, 1993, and thereafter with the highest three (3) years of salary average if their age and years of service, as defined in the Retirement Ordinance, add up to seventy (70) or more. The factor for each year of credited service shall be 3.0. A cap of six hundred (600) hours of overtime will apply to yearly averages as computed under the provisions of the Retirement Ordinance. The six hundred (600) hour cap will not affect averages prior to September 20, 2004. The definition of total earnings in section 50-25 of the Retirement System shall be amended, effective September 30, 2009, to exclude overtime payments in excess of 300 hours annually. The 300 hour cap shall not affect averages prior to September 30, 2009.
8. Bargaining unit members covered under this Agreement in all respects except as provided herein, shall be governed by the City's Retirement Ordinance (Chapter 50 - Pensions).
9. The City and the Union have agreed to implement a Deferred Retirement Option Plan (DROP). The basic elements of the DROP in outline form are as follows:
 - a. Eligibility: A bargaining unit member may elect to participate in the DROP ~~upon becoming eligible for normal retirement either under Section 50-25 if the employee has twenty-five (25)~~

~~years of service, or if the member is age sixty-five, if earlier no earlier than the date the employee satisfies the "Rule of 70", or attains 25 years of credited service, or reaches age 65.~~

- b. Election: A bargaining unit member may elect to participate in the DROP within one hundred eighty days of attaining eligibility to participate in the DROP, or if eligible as of January 1, 1999, no later than one hundred eighty (180) days from January 1, 1999. Election to participate in the DROP becomes irrevocable at the time the member enters the DROP.
- c. DROP Period: Once elected, a bargaining member may remain in the DROP for a maximum of sixty (60) months. Once a member reaches the end of their participation in the DROP, the member shall automatically be separated from employment with the City.
- d. Drop Benefits: Upon entry into the DROP, that bargaining unit members benefits will be calculated as of the effective date of that member DROP participation. The monthly amount of benefits will be the same as if the participant had elected normal retirement benefits. The participant will have the right to elect an option form of payment (such as joint and survivor). These monthly benefits will be paid to an account within the system for the credit of the beneficiary and will be credited with interest equal to the retirement investment return from a minimum of three per cent (3%) to a maximum up to the assumption rate per year compounded annually. Once the participant leaves the employ of the City at or any time before the expiration of the DROP account either in a lump sum, in annual or monthly installment payments whereby the participant's DROP account no longer accrues any interest, or by rollover to another qualified retirement plan as defined in Section 50-247(a). The form of payment shall be at the participant's option. The Retirement Board will ensure that the method of distribution does not jeopardize the tax qualification of the plan as mandated by the Internal Revenue Code. In the event of an emergency and contingent upon the approval of the City Manager, a participant may have an extension of up to forty-five (45) days after the participant leaves the employ of the City in which to opt the manner of payment of the value of the participant's DROP account. During the extension period of up to forty five (45) days, the participant's DROP will be credited with nine percent the above-mentioned interest. The decision of whether to approve an extension rests in the discretion of the City Manager.
- e. Death and Disability Benefits: After DROP participation commences, a participant may not rejoin the system as an active employee nor shall the participant be eligible to receive disability or pre-retirement death benefits from the system. Post-retirement death benefits will be based on the form of payment elected by the employee.
- f. Bargaining Unit Members not Electing Participation in the DROP: A bargaining unit member not electing to participate in the DROP will continue participation in the Retirement System with pay and service continuing to accrue.
- g. Approval of the DROP: It is understood by both parties to this Agreement that implementation of the DROP is contingent upon the amendment to the Retirement Ordinance being approved by the State of Florida, Division of Retirement and the Internal Revenue Service. If not approved, the parties will re-open negotiations on the DROP.

- h. Compliance with Applicable Laws: It is understood by both parties to this Agreement that the DROP must comply with the Internal Revenue Code, especially regarding maintenance of the tax qualification of the Coral Gables Retirement System and should any portion of this Agreement be considered not in compliance with applicable laws, the parties will re-open negotiations on the DROP. The Internal Revenue Code provisions with which the DROP must comply include but is not limited to, Section 410(a) (9) and Section 415.
- i. ~~It is understood and agreed that the City may reopen this Article in its entirety on or after October 1, 2007, upon ten (10) calendar days written notice to the Union, for the purpose of negotiating retirement benefits. The Union may make proposals that may involve other articles in this Agreement.~~

ARTICLE 48
DURATION OF AGREEMENT

This Agreement shall be effective from October 1, ~~2007~~ 2008, and shall remain in full force and effect until and including September 30, ~~2008~~2009, except as otherwise provided herein.

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 _____, ~~2007~~2009.

JOHN P. BAUBLITZ
~~EUGENE GIBBONS~~
President
Coral Gables Fraternal
Order of Police, Lodge No. 7

PATRICK G. SALERNO
~~DAVID L. BROWN~~
City Manager
City of Coral Gables, Fla.

ATTEST:

By: _____
WALTER J. FOEMAN
City Clerk

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

Approved as to Content:

ELIZABETH M. HERNANDEZ
City Attorney

Rev. 08-19-09