

AGREEMENT

BETWEEN

CITY OF CORAL GABLES, FLORIDA

AND

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

~~10/01/12 – 09/30/13~~

10/01/13 – 09/30/15

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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 the employees in the following collective bargaining unit: All employees employed by the City of Coral Gables, but excluding classified firefighters, classified police officers, independent contractors, appointed City officials, elected City officials, department heads, assistant department heads, confidential secretaries and administrative assistants to department heads, professional employees, personnel department (Human Resources Department) employees, legal department employees, and supervisory personnel, as certified by the Florida Public Employees' Relations Commission, Certification #1698. For the purpose of this Agreement, "supervisory personnel" shall mean any individual having the authority, in the interest of the City, to hire, transfer, fire, evaluate, or discipline other employees or to adjust grievances.

ARTICLE 2
DETERMINATION OF MEMBERSHIP

For the purpose of this Agreement, membership in the Union shall mean those City employees who are included in the bargaining unit set forth in Article 1 herein and who have submitted to the Human Resources Director or designee and the Union a properly executed authorization card or statement designating the Union as the agent for the purpose of collective bargaining. Withdrawal from membership in the Union, for the purpose of this Agreement, shall be by letter from the employee to the Union or designee, with a copy to the Human Resources Director and said withdrawal shall be effective thirty (30) days following receipt by the Union. The Union may provide information to be used in new employee orientation.

ARTICLE 3
DUES DEDUCTION

1. The City agrees to deduct the monthly dues, plus any initiation fees and assessments required by the Union, from the earnings of each employee who has filed with the City a valid, unrevoked, signed authorization for such purposes. Such deductions shall be taken from two paychecks per month. The City shall remit to the Union office designated by the Secretary-Treasurer of Local Union No. 769 an amount equal to the cumulative total of such deductions by the fifteenth of the following month, or as soon as possible thereafter. The Union agrees to give the City 30 days' written notice of any changes in dues, and to limit the number of increases or decreases in dues to once each year.
2. The Union shall indemnify and hold harmless the City against any and all claims, demands, law suits, or other forms of liability that might arise from or by reason of any action taken by the City in making payroll deductions for Union membership dues, assessments, or initiation fees, as described in this Article.
3. Any employee covered by this Agreement who is transferred to a classification which is not in the bargaining unit, or any employee covered by this Agreement whose employment is terminated, shall cease to be subject to further check off deductions, beginning with the date the transfer or termination takes effect.
4. Any employee covered by this Agreement who notifies the City and the Union in writing that he/she wishes to revoke his/her dues deduction authorization shall cease to be subject to check off deductions immediately following the expiration of the 30-day notice period required when the employee first signs an authorization card.
5. The City shall not be required to deduct or to remit Union dues in arrears.

ARTICLE 4
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 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 5
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. 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.
7. 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.
8. 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.

ARTICLE 6
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 4 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 may present a written appeal to the Human Resources Director or designee within seven (7) working days from the time the response was due in Step 2. The Human Resources Director or designee shall meet with the employee and the Union representative, if the employee desires representation, and shall respond in writing within seven (7) working days from receipt of the appeal.
- Step 4. If the grievance has not been satisfactorily resolved in Step 3, 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 3. 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 4 of the grievance procedure.
 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 Director within five (5) working days of the date the evaluation was presented to the employee.
 - c. The Human Resources 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 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 Director, where upon it will be reviewed and a response sent.

ARTICLE 7

WAGES

1. It is understood and agreed by the parties that bargaining unit members covered by this agreement shall receive ~~no wage increase effective upon ratification of this agreement~~ a one-time 2% pay supplement based upon the member's base pay. Base pay is the member's base salary and excludes any other supplements, differentials or pay of any kind. The pay supplement shall be paid in the first full payroll period following October 1, 2014. The pay supplement shall be non-pensionable and is a supplement for the fiscal year ending September 30, 2015.
2. Effective the first full pay period after ratification of this Agreement, 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.
3. Effective the first full pay period after ratification of this Agreement, employees covered by this Agreement shall receive a loyalty payment of two and one-half percent (2.5%) after ten (10), fifteen (15), ~~and twenty (20)~~ and twenty-five (25) years of service. No one shall be eligible to receive more than ~~three (3)~~ four (4) loyalty increases.

ARTICLE 8
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 ~~\$665.24~~ up to \$712.01 per month per employee towards the cost of the group health premium for employee coverage only and 100% of the life insurance premium (currently provided by the City) for the employee coverage only. Employees covered under this Agreement shall continue to be responsible for payment of 100% of group health premiums for all dependent coverage, including increases.

ARTICLE 9
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 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 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 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 10
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 Human Resources Director, 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 Human Resources Director 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 Human Resources Director 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, paragraph 3, 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.
7. An authorized Union representative shall be recognized by the City when all of the following conditions have been met:
 - a. The City Manager and Human Resources Director 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 Human Resources Director upon occurrence.

ARTICLE 11 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 number of hours equal to six (6) times, the employee's scheduled workweek; i.e., an employee scheduled to work forty (40) hours per week may accrue a maximum of two hundred and forty (240) 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 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. ~~There will be no further payments of accrued and earned annual leave during employment.~~ 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, at the rate of pay in effect at the time of the request, provided that such request is made between October 1, 2014 and September 30, 2015. There will be no further payment of accrued and earned annual leave during employment after the expiration of this Agreement unless negotiated by the parties in the future.

6. Employees who have reached eligibility for retirement shall be permitted to accrue annual leave to the maximum allowed in this Agreement and not beyond that level.
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 11 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
OVER		188

ARTICLE 12

WORKWEEK, OVERTIME 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. 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.
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. If any employee covered by this Agreement is called back to work during off-duty hours, the employee shall receive a minimum of two (2) hours 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" at the regular straight time rate. The sole purpose of this Article is to provide a minimum of two (2) hours

- compensation for those employees who are called back on an emergency and/or occasional basis.
5. 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.
 6. 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.
 7. 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.

8. 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.

ARTICLE 13
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 14
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 15
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 16
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
 - 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. Effective upon ratification of this Agreement, 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.

ARTICLE 17

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 6 grievance procedure, the Union may designate shop stewards, one of whom may serve as the Chief Steward. Except for the Chief Steward, each steward shall represent employees covered by this Agreement exclusively in the Departments/Divisions assigned.
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 City Human Resources Department 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 18
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 19
NOTICES TO UNION

The City agrees to ~~mail~~ email to the Union the following:

1. On a quarterly basis, the names and departments of those bargaining unit employees hired or terminated within that quarter;
2. On a monthly basis, list of dues deduction members;
3. The Human Resources 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.
4. The City shall provide the name(s) of any and all employees resigning from the Union.

ARTICLE 20
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, Parks and 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 21
TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

1. Employees designated in writing by Department Heads and with the approval of the Human Resources Director or designee, to temporarily serve in a higher position shall be compensated as follows:
 - a. If the employee serves for a period of forty (40) hours or more, 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 forty (40) hours or more 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 forty (40) hours, the employee shall receive no additional compensation beyond the wages of regular classification.
2. The foregoing schedule of compensation contemplates continuous service. Holidays and jury duty shall count as continuous service.

ARTICLE 22
LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three (3) management representatives designated by the Human Resources Director; 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 Human Resources. 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 23
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 24
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. C.T.O. – \$75.00 Bi -weekly
 - b. ASE Certified Mechanic (5 certificates required) – \$75.00 Bi -weekly
 - c. \$400.00 one-time annually for mechanics. List to be provided by the Union and approved by the Human Resources Director.
2.
 - a. Under no circumstances shall an employee be entitled to more than one Special Unit Allowance.
 - 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. Effective the date of this contract the City will provide General employees 50% off of residential rates for membership at the Youth Center, and ~~25%~~ 50% off of camps and/or other programs.
4. 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 25
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 26
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), and the leave also qualifies as leave under the Family and Medical Leave Act of 1993, the leaves shall run concurrently.

ARTICLE 27
PERSONNEL RECORDS

1. Employees covered by this Agreement shall have the right to inspect official personnel files located in the Human Resources 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 28

UNIFORMS

1. Employees covered by this Agreement who are required to wear uniforms and who are issued uniforms by the City shall be issued same, at no cost to the employee involved. The cost of maintenance and replacement of such uniforms shall also be borne by the City. Said uniforms shall be replaced, as needed, in the sole discretion of the City.
2. Employees covered by this Agreement who are required to wear uniforms but who are not issued said uniforms by the City, shall receive an annual uniform maintenance allowance of Five Hundred Dollars (\$500.00) payable during the first quarter of the fiscal year, provided the employee was hired prior to/or within that period. An employee who is hired in any subsequent quarter shall receive a pro rata uniform maintenance allowance (calculated on a quarterly basis) depending on the quarter involved. Uniform requirements shall be within the discretion of the City. Maintenance of uniforms covered under this paragraph shall continue to be the responsibility of the employee.
3. The City's Human Resources Department, 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.
4. The City's Human Resources Department, 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 ninety dollars (\$90.00) toward the purchase of one or more pair of such shoes one (1) time during each fiscal year 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 29
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 30
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 in the inverse order of seniority in classification. An employee who is subject to a reduction-in-force shall be given an opportunity to exercise his/her seniority (that is, most recent date of assignment to the employee's current bargaining unit classification) 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 Director. If the employee has not previously held a lower classification for at least one year, the employee shall be given an opportunity to exercise his/her seniority (that is, most recent date of assignment to the employee's current bargaining unit classification) 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 date of permanent appointment to that classification. Employees shall be recalled from reduction-in-force status in accordance with seniority in the classification from which the employee was reduced in force. 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 10 business days, including the day the notice was delivered, to notify the Human Resources 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 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 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 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.

4. Notwithstanding the certified mail requirement contained in paragraph 3 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 31

BIDS, VOLUNTARY LATERAL TRANSFERS, PROMOTIONS

1. Newly hired and re-hired employees 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. 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. 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 6 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 ~~preceeding~~ preceding sentence only applies if the employee is not terminated from employment for disciplinary reasons.
3. Notwithstanding the time periods set forth in paragraphs 1 and 2 above, any person hired to be a Communications Operator will serve a minimum of six (6) months in the classification of Communications Trainee. When training is successfully completed, the person will then be promoted to the classification of Communications Operator and will serve a one (1) year probationary period. During the time spent as a Trainee and while on probation, the employee shall not be eligible to bid for voluntary transfer to other positions in the City. An 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 1 year's evaluation of the Communication Operator. During the training period and 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 6 grievance procedure.

4. 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.
5. 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.

6. 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 32

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 33
MATERNITY AND PATERNITY LEAVE

1. Employees who have completed six (6) months of continuous full-time employment shall be entitled to maternity leave.
2. 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.
3. 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.
4. Employees will be entitled to maximum of one hundred and eighty (180) days of maternity leave and may at their option use accrued sick leave, annual leave, compensatory leave and/or unpaid leave.
5. Maternity and paternity 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 34
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 50 – hereinafter referred to as the “Retirement System”), except as provided below. All changes to the existing Retirement System shall take effect September 30, 2014~~3~~ or upon implementation of this Agreement, if earlier (the “effective date”).

1. a. The employee contribution shall be 10% of earnings. Provided, if the City’s annual required contribution to the Retirement System for bargaining unit employees for any fiscal year beginning on or after October 1, 2011, exceeds the City’s current annual required contribution for bargaining unit employees, calculated separately as described below, based on the actuarial cost methods and amortization period contained in the October 1, 2009 actuarial valuation, and expressed as a percentage of payroll as established in the October 1, 2009 actuarial valuation, as adjusted by the September 27, 2010 actuarial impact statement, the excess shall be divided equally between the City and employees (i.e., the employee contribution shall be increased in an amount equal to one-half of the excess). The City’s annual required contribution for bargaining unit employees shall be based on the actuarial valuation for the Retirement System for general employees applicable to the then current fiscal year, excluding the contribution effect of non-bargaining unit employees.
- b. In the actuarial valuation, the normal cost and unfunded amortization payment for the plan shall be separately calculated for each employee group (general employees, firefighters and police officers), based on the actuarial cost methods and amortization period contained in the October 1, 2009 actuarial valuation, with the total assets of the plan allocated in ratio to the actuarial accrued liability of each employee group (general employees, firefighters and police officers), and a complete calculation of the total required contribution separately performed for each group.
- c. Notwithstanding the cost-sharing provisions of section 50-29(a) of the City Code, the employee contribution for bargaining unit employees shall be 17% of total earnings beginning September 30, 2013, until September 29, 2014, and 15% of total earnings beginning September 30, 2014, for a period not to exceed one (1) year, at which time the

employee contribution shall be determined in accordance with section 50-29(a) of the City Code.

2. A Defined Contribution Plan may be implemented after October 1, 2011, at the discretion of the City. If a Defined Contribution Plan is implemented, all employees hired on or after the date the plan is implemented shall become members of the Defined Contribution Plan, and shall not participate in the Retirement System. The City may at its discretion allow any employees who are active members of the Retirement System on the date the Defined Contribution Plan is implemented to participate in such plan, by making an irrevocable election during a one-time election period determined by the City. Employees who elect to participate in the Defined Contribution Plan shall not thereafter accrue benefits under the Retirement System. The key provisions of the Defined Contribution Plan shall be as follows:
 - a. Vesting period – 5 years.
 - b. Normal retirement date: age 62 with 5 or more years of service.
 - c. Contributions: minimum 5% City contribution; minimum 5% employee contribution.
3. The preservation of benefits plan in section 50-251 of the City Code shall be amended to apply to members of the Teamsters bargaining unit who separated from City employment before August 27, 2013.

The DROP plan in section 50-246 of the City Code shall be amended to allow any bargaining unit employee who is currently participating in the DROP, whose pension or DROP benefit will be reduced by operation of 26 United States Code Section 415(b), and who did not receive notice prior to entering the DROP that their pension or DROP benefit would be reduced, either to advance their DROP starting date or to rescind their DROP election. A participant who advances or rescinds the DROP entry date must do so in writing on a form provided by the City submitted within 90 days following notification that their pension or DROP benefit will be reduced by operation of 26 U.S.C. section 415(b) or section 20-537(a), City Code. A participant who advances the DROP entry date shall be deemed to have entered the DROP on the revised DROP entry date selected

by the participant, and shall be required to pay all required participant contributions prior to separation from employment. An employee who rescinds the DROP election in accordance with section 50-246 (a)(5) of the City Code shall be deemed to have actively participated in the System from the date of their DROP election with no break in credited service, and shall be required to pay all required participant contributions for such period prior to separation from of employment. An employee who elects to rescind their DROP election may elect to participate in the DROP at a later date in accordance with the DROP provisions in effect at the time they submitted their original DROP election.

ARTICLE 35
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.
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 6, but will begin at Step 4 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

AUTO. SERV. WKR. II

AUTOMOTIVE BODY WORKER II

AUTOMOTIVE MECHANIC

AUTOMOTIVE SUPERVISOR

CARPENTER

* COMMUNICATION OPERATOR

* COMMUNICATION SUPERVISOR

* COMMUNICATION TRAINEE

* CRIME ANALYST

* CRIME SCENE TECHNICIAN

ELECTRICIAN

EQUIPMENT OPERATOR I

EQUIPMENT OPERATOR II

EQUIPMENT OPERATOR III

FIRE EQUIPMENT MECHANIC

FOREMAN

LANDSCAPE FOREMAN

LANDSCAPE MAINT. DIV. SUPT

LANDSCAPE SERVICES DIV. SUPT

MAINTENANCE DIV.SUPERINTENDENT

MAINTENANCE REPAIR WORKER

MAINTENANCE WORKER I

MAINTENANCE WORKER II

MASTER ELECTRICIAN

MASTER PLUMBER

MASTER REFRIGERATION MECHANIC
* PARKING ENFORCEMENT SPECIALIST
REFRIGERATION MECHANIC
SANITATION CRANE OPERATOR
SANITATION DIV COORDINATOR
SANITATION DIV. SUPERINTENDENT
SANITATION OPERATOR I
SANITATION OPERATOR II
SANITATION OPERATOR III
SANITATION WORKER
SENIOR AUTOMOTIVE MECHANIC
* SENIOR CRIME SCENE TECHNICIAN
SENIOR FOREMAN
SENIOR SERVICES COORDINATOR
SEWER LINE TECHNICIAN II
SEWER MAINTENANCE MECHANIC
SPRAY SERVICE WORKER
STREETS DIV SUPERINTENDENT
UTILITIES DIV. SUPERINTENDENT
WELDER MECHANIC FOREMAN
WELDER MECHANIC II

ARTICLE 36
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 37
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 five (5) days after the death occurs.
2. The City reserves the right to require documentation supporting approval of bereavement leave.

ARTICLE 38
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.
2. Requests in writing for permission to solicit donations of accrued leave from departmental personnel shall be submitted to the Human Resources 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 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 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 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 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 Director

ARTICLE 39
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.
 - 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 40
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 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 6 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.

ARTICLE 41
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 42
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties, and shall remain in full force and effect until and including September 30, ~~2013~~2015. 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 _____, ~~2013~~2014.

THE CITY OF CORAL GABLES

TLULOCAL 769, INTERNATIONAL
BROTHERHOOD OF TEAMSTEARS

~~Patrick G. Salerno~~ Carmen Olazabal
Interim City Manager

Mike Scott
President

Attest _____
Walter Foeman
City Clerk

Approved as to ~~Content~~ Legal Form and Sufficiency:

Craig E. Leen, Esquire
City Attorney