AGREEMENT

BETWEEN

FRATERNAL ORDER OF POLICE, CORAL GABLES LODGE

NUMBER 7

AND

THE CITY OF CORAL GABLES

OCTOBER 1, 2013 – SEPTEMBER 30, 2016

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ARTICLE 1
AGREEMENT

This Agreement is entered into and by the City of Coral Gables, Florida, a municipal corporation, hereinafter referred to as the "City", and the Fraternal Order of Police, Coral Gables, Lodge Number 7, hereinafter referred to as the "Employee Organization", an organization representing certain sworn Police employees of the City of Coral Gables Police Department.

ARTICLE 2
RECOGNITION

1. The City does hereby recognize the Employee Organization as the sole and exclusive representative of all employees contained within the bargaining unit as indicated below. This recognition is in accordance with the provisions of the Florida Public Employees Relations Act, Chapter 447 of the Florida Statutes. This recognition is for the purpose of collective bargaining with respect to wages, hours and all other terms and conditions of employment.

   a. INCLUDED CLASSIFICATIONS
      Police Officer
      Police Sergeant
      Police Lieutenant

   b. EXCLUDED CLASSIFICATIONS
      Police Captain
      All Ranks above Captain

ARTICLE 3
NON-DISCRIMINATION

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

ARTICLE 4
REPRESENTATION OF THE CITY

1. The City shall be represented by the City Manager, or a person or persons designated in writing to the Employee Organization by the City Manager. The City Manager, or his designated representative, shall have sole authority to conclude an agreement on behalf of the City subject to ratification by an official resolution of the City of Coral Gables Commission.
2. It is understood that the designated representatives of the City are the official representatives for the purpose of

negotiations with the Employee Organization. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City.

3. The City Manager or his designated representative shall notify the Employee Organization of any changes in designation of the City's representative for the purpose of negotiations.

ARTICLE 5
REPRESENTATION OF THE EMPLOYEE ORGANIZATION

1. The Employee Organization shall be represented by the President or his designee in all matters. The Employee Organization shall notify the City Manager annually of any change in the stated representative.

2. It is understood that the Employee Organization representative or representatives are the official representatives of the Employee Organization for the purpose of negotiating with the City. Any negotiations entered into with persons other than those defined herein regardless of their position or association with the Employee Organization shall be deemed unauthorized and shall have no standing or weight or authority in committing or in any way obligating the Employee Organization.

ARTICLE 6
DUES DEDUCTION

1. Any employee covered hereunder, who has submitted a properly executed written dues authorization card or statement to the City Manager or designee may have membership dues in the Employee Organization deducted from the employee's wages. Dues shall be deducted the first pay period of each month, and shall, within ten (10) workdays of the first pay period be transmitted to the Employee Organization. An authorized representative of the Employee Organization shall pick up the aforesaid dues at the City's Finance Department and shall sign a form furnished by the City acknowledging receipt of the dues. The Employee Organization shall furnish, in writing, the names of the employees authorized to pick up the dues and shall promptly notify the City of any additions or deletions. The City shall have no responsibility or any liability for any monies once picked up by the Employee Organization, nor shall the City have any responsibility or any liability for the improper deductions of dues. Further, the Employee Organization shall hold the City harmless for non-intentional errors in the administration of the dues deduction system, although the City shall exercise reasonable care to insure accuracy in said transaction.

2. It shall be the responsibility of the Employee Organization to notify the City Manager or designee of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Employee Organization fines or penalties from the wages of any member.

3. Any employee covered hereunder may, at any time, through written notification to the City and the Employee Organization have the City cease deducting dues from wages.

ARTICLE 7
PERSONNEL RECORDS

1. Bargaining unit members covered by this Agreement shall be provided a copy of all documents at the time those documents are placed in their individual personnel files. Bargaining unit members covered by this Agreement shall have the right to inspect their official personnel files, wherever located; provided, however, that such inspection shall take place at reasonable times. The members shall have the right, at their own expense, to make copies of any item contained in their personnel files.
2. Bargaining unit members 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 member's official personnel file as a result of supervisory action or citizen complaint. At the member's request, any such written response shall be included in the member's official personnel file together with the letter of reprimand and other document against which it is directed. In the event a City and/or Departmental investigation results in a member being exonerated from allegations based on a written complaint filed by a member of the public, said written complaint shall be removed from the member's official personnel files upon the member's written request.
3. To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any member's home address, telephone number, and/or photograph without first obtaining express written consent. This provision does not preclude the City and/or the Police Department, from furnishing any information for official law enforcement purpose, either for its own use or when required by any other law enforcement or judicial entity.

ARTICLE 8
DEPARTMENTAL RULES AND REGULATIONS

1. It is agreed and understood that each new departmental rule, regulation, policy, procedure, etc., or supplement to, revision of, or clarification of same, may have the effect of significantly modifying the members present working conditions. This bargaining unit reserves the right to have input during or after the formation of, or change to, said departmental rules, regulations, policies and procedures, and to review same prior to general distribution. This will be accomplished by having the President or designee of the Employee Organization be in attendance at professional standards meetings or that segment of staff meetings where professional standards are formulated and/or discussed. Any new departmental manuals shall become effective upon the general distribution of same to the members covered by this Agreement.
2. Recognizing that from time to time the Chief, the Human Resources Director, the City Manager and/or other authorized departmental and City management officials will be required to issue memoranda or written directives, which supplement, revise, amend, or clarify departmental and City rules, regulations, and procedures, the parties agree that the members covered hereunder shall be entitled to receive copies of all such memoranda and written directives issued subsequent to the execution date of this Agreement. Nothing contained herein shall require distribution to the members of any memorandum, directive, or other document, which, by its terms or intent, is limited in application to specific individuals, assignments, incidents and/or occurrences, or expires within a fixed period of time, or is purely informational in nature. These routine documents (as distinguished from memoranda and written directives supplementing, revising, amending, or clarifying departmental rules,

policy, and/or procedure of general and long term application) shall continue to be posted on departmental bulletin boards in accordance with pre-existing departmental practice. The Chief and/or other authorized departmental and City management officials may require written acknowledgment of all written directives or other documents by the individuals receiving said directives or other documents.

3. Recognizing that the promulgation of departmental and City rules, regulations, policies, and procedures, is within the exclusive purview of the City acting through its Chief of Police, the Human Resources Director and/or City Manager the parties agree that notwithstanding any provision of this Article, every departmental and City rule, regulation, policy and procedure presently in effect shall remain in effect until such time as a particular rule, regulation, policy or procedure is expressly altered through the issuance of a written memorandum or directive or the revision of the departmental or City manuals entitled "Revised Rules and Regulations of the Police Department of the City of Coral Gables, Florida" and "Personnel Rules and Regulations, City of Coral Gables, Florida."

ARTICLE 9
LABOR-MANAGEMENT / SAFETY COMMITTEE

1. There shall be a Labor-Management/Safety Committee consisting of three (3) management representatives designated by the Chief of Police, and three (3) bargaining unit employees designated by the President of the Employee Organization. The Labor-Management/Safety Committee shall meet as needed but not less than quarterly.
2. The function of the Committee shall be to discuss general matters pertaining to Human Resources and safety issues. Employee Organization Committee members, who are off duty at the time of a Committee meeting, shall be compensated for attending an officially designated Labor-Management/Safety Committee meeting. Those that are on duty shall also be entitled to attend without loss of pay or reduction in accrued leave.

ARTICLE 10
INTERNAL INVESTIGATIONS AND OBLIGATION TO THE PUBLIC

1. The parties recognize that the security of the City of Coral Gables and its citizens depends to a great extent upon the manner in which the members covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those members in all manner of contacts and relationships with the public and that out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of members covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of the Chief of Police or his designee whose primary concern must be the security of the City of Coral Gables and the preservation of the public interest.
2. In order to maintain the security of the City of Coral Gables and protect the interests of its citizens, while, at the same time, safeguarding the rights of individual members of the bargaining unit (hereafter referred to as "member"), the parties agree that the City must have the right to conduct investigations of citizen's complaints and matters of internal security; provided, however, that any investigative interview of a member, which investigative interview could lead to a disciplinary action, demotion, or dismissal, shall be conducted under the following conditions:

a. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

b. The Bargaining Organization and member under investigation shall be informed of the nature of the investigation prior to any interview; and the member shall be provided with the names of all complainants.

c. The Bargaining Organization and member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation and the interviewing officer. All questions directed to the officer being interviewed shall be asked by and through one interviewer at any one time, during any one scheduled session.

d. Interview sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary. All interviews must be held at Coral Gables Police Headquarters, insofar as possible.

e. At the request of any member under investigation, the member shall have the right to be represented by counsel or any other representative, who shall be present at all times during such interviews.

f. The formal interview of a member under investigation, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Members shall be entitled to a copy of their own statements made during the course of an internal investigation of them.

g. If the member being interviewed is under arrest or is likely to be placed under arrest as a result of the interview, the member shall be completely informed of all rights prior to the commencement of the interview.

h. No member shall be ordered to submit to any device designed to measure the truth of the member's responses during questioning; provided, however, that there shall be no restriction on the right of any member to submit to such a device on a voluntary basis.

i. During interviews covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation. No member shall be required to submit to a psychological or psychiatric evaluation without first receiving an explanation from the Chief of Police as required by Article 46 of this Agreement.

j. In the interest of fairness to the member under investigation, the City, insofar as is legally permissible, agrees to make no conclusion statements concerning the validity of the allegations under investigation until such time as the investigation has been completed. In the event the member under investigation, or any organization representing said member makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

k. In the event a member is relieved of duty as a result of an internal investigation, the member shall be given the opportunity to utilize annual and/or compensatory leave (to the extent said annual leave and/or compensatory leave is earned) to satisfy being relieved of duty.

l. The City agrees that no adverse action will be taken against any member, who exercises the rights provided for in this Article.

m. There shall be no restriction on the City's (or the department's) right to relieve from duty any member pending investigation of any incident or complaint. If the member is arrested, indicted or otherwise charged with a felony violation of a criminal statute, refuses to take a drug or alcohol test or tests positive for drugs

or alcohol in violation of the City's Drug-Free Alcohol Policy or this contract the City may immediately relieve the member from duty without pay. Being relieved from duty for one of these circumstances is not disciplinary in nature, but is an interim measure pending a decision on disciplinary action after further investigation. If after investigation no disciplinary action is taken, the individual who was relieved of duty will be eligible for back pay or restoration of annual leave or compensatory leave, if applicable.

n. All records pertaining to internal investigations of members that are eligible for destruction under the criteria specified by Florida law shall be destroyed within thirty (30) days of the date that they first become eligible for said destruction. The City reserves the right, in certain circumstances, to save specific records. When records are saved the involved member(s) will be notified in writing as to the reasons why the records are being saved, and informing the member(s) of the proposed destruction date. No records will be saved, for any reason, beyond three years from the date that they were first eligible for destruction with the exception of noticed litigation. Members may invoke their rights under Articles 12 and 13 of this Agreement in regards to this section.

o. Members covered by this Agreement shall have the right to inspect all completed internal investigation files, wherever located; provided however, that such inspection shall take place at reasonable times. The members shall have the right, at their own expense, to make copies of any item contained in their internal investigation files. However, expenses will be reimbursed to members or the Bargaining Unit Organization if the findings result in no sustained complaints. An internal investigation file shall be considered completed, for the purposes of this Article, just prior to being forwarded to the Chief of Police or designee, and/or staff for final review. The member will receive written notification that the internal investigation file has been completed. The member shall have the right to review said file, along with a representative and/or legal counsel prior to the scheduling of and attendance at a pre-determination hearing on said investigation/file.

ARTICLE 11
MANAGEMENT RIGHTS

1. The Employee Organization and it members recognize that the City has the exclusive right to manage and direct the Police Department. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to:

    a. Hire, promote, lay off and determine qualifications of employees;
    b. Fire, demote, suspend (or otherwise discipline) for just cause;
    c. Transfer employees from location to location and from time to time;
    d. Rehire employees;
    e. Determine the starting and quitting time and the number of hours and shifts to be worked;
    f. Maintain the efficiency of employees by communication through supervisory personnel;
    g. Merge, consolidate, subcontract, expand, or close the department or any part thereof or expand, reduce, alter, combine, assign or cease any job;
    h. Control the use of equipment and property of the City;
    i. Determine the number, location, and operation of headquarters, annexes, and divisions thereof;
    j. Schedule and assign the work to the employee and determine the size and composition of the work force;

k. Formulate policy, rules and regulations;

l. 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;

m. Manage the City's Police Department, jobs, and job locations.

2. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right, power or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

ARTICLE 12
GRIEVANCE PROCEDURE

1. In a mutual effort to provide a harmonious working relationship between the parties of 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, demotion, or any other adverse personnel action against a member covered by this Agreement.

2. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

3. Where a grievance is general in nature in that it applies to a number of members rather than a single member, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police, within the time limits provided for the submission of a grievance in STEP 1. The grievance shall be signed by the aggrieved members or the President of the Employee Organization. Thereafter, the grievance shall be processed in accordance with procedures set forth in STEP 5 and STEP 6.

4. Where a grievance involves discharge, suspension, demotion, or other disciplinary action invoked by the Chief of Police or any other Department Head, the processing of the grievance shall commence at STEP 6 of the grievance procedure, within the time limits provided for the submission of a grievance in STEP 1.

5. All other grievances shall be presented in the following manner and effort shall be made by the parties to secure the prompt disposition of such grievances.

   STEP 1: The grievance shall be reduced to writing, utilizing Police Department form #CG042, Grievance Documentation, by the member and will present the form to the immediate supervisor within fourteen (14) calendar days of the occurrence of the event(s) which gave rise to the grievance. The supervisor shall forward a copy of the grievance to the Employee Organization, even if the supervisor is able to satisfactorily settle the dispute.

   STEP 2: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be forwarded by the grievant or the Employee Organization within seven (7) calendar days of the

receipt of the response to the Shift Commander or Administrative Lieutenant or designee who, within seven (7) calendar days after receipt of the grievance form (or such longer period of time as is mutually agreed upon), shall render a decision on the grievance in writing;

STEP 3: Any grievance which cannot be satisfactorily settled with the Shift Commander or Administrative Lieutenant or designee as the case may be, shall be forwarded by the grievant or the Employee Organization within seven (7) calendar days of the receipt of the response to the Division Commander or designee. The Division Commander or designee shall, within seven (7) calendar days after receipt of the Grievance form (or such longer period of time as is mutually agreed upon), render a decision on the grievance in writing;

STEP 4: Any grievance, which was referred to the Division Commander, or designee and was not satisfactorily settled shall be forwarded by the grievant or the Employee Organization with seven (7) calendar days of the receipt of the response to the Deputy Chief or designee. The Deputy Chief or designee shall, within seven (7) calendar days after the receipt of the grievance form (or such longer period of the time as is mutually agreed upon), render a decision on the grievance in writing;

STEP 5: Any grievance which cannot be satisfactorily settled with the Deputy Chief or Designee shall be forwarded by the grievant or the Employee Organization within seven (7) calendar days of the receipt of the response to the Chief of Police or designee. The grievance as specified in writing in STEP 1 shall be discussed by and between the member (or if the members opts, the President of the Employee Organization) and the Chief of Police or designee within seven (7) calendar days after the completion of STEP 4. The Chief of Police, or designee shall within seven (7) calendar days after this discussion (or such longer period of time as is mutually agreed upon), render a decision in writing, with a copy to the Employee Organization.

STEP 6: Any grievance which cannot be satisfactorily settled with the Police Chief or designee shall be forwarded by the grievant or the Employee Organization within seven (7) calendar days of the receipt of the response to the City Manager or designee, who shall within fourteen (14) calendar days of the receipt of the grievance form or, if a meeting is held on the grievance, within fourteen (14) calendar days of such meeting (or some longer period of time as is mutually agreed upon) render a decision in writing with a copy to the Employee Organization.

6. The Employee Organization may request that any decision of the City Manager or designee, arising out of this grievance procedure be submitted to arbitration under the arbitration Article of this Agreement, by submitting a written request within fifteen (15) calendar days after receipt of the City Manager's written decision. Arbitral review of the decision of the City Manager or designee shall proceed in accordance with the provision of the arbitration Article. Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. Review in Circuit Court must be requested within 30 days of receipt of the arbitrator's award, if not the decision will be final and binding.
7. Both parties to this Agreement understand that the grievance arbitration procedure set forth in this contract is the sole avenue of pursuing such grievance and the Trial Board is not available to members of this bargaining unit.
8. Newly hired probationary employees shall have no right to utilize this grievance procedure for any matter

covering discharge, suspension or other discipline.

9. Members on probation for promotional purposes may utilize all provisions of this Article except when it applies to promotional probationary status.

ARTICLE 13
ARBITRATION

1. In the event a grievance processed through the grievance procedure has not been resolved, either party may submit the grievance for arbitration within fifteen (15) calendar days after the City Manager, or designee, renders a written decision on the grievance. A request for arbitration shall be sent to the American Arbitration Association (AAA) requesting that it furnish a panel of five (5) names from which each party shall have the option of alternately striking two (2) names with the City going first, thus leaving the fifth, who will be the impartial Arbitrator. The parties shall each have the option of striking two (2) panels from AAA.
2. The City and the member (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator, therefore, shall confine the decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of grievance to be submitted to the Arbitrator, the Arbitrator will confine consideration and determination to the written statement of the grievance presented in STEP 1 of the grievance procedure. 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 arbitration or which is not a grievance as denied in this Agreement; nor shall this Collective Bargaining Agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.
3. Each party shall bear the expense of its own witnesses and its own representatives. The Arbitrator's fees and related expenses and expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.
4. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the AAA. Copies of the Arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the arbitration hearing.
5. 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.

6. The grievances and arbitration procedure herein shall have no application to the resolution of disputes between the parties concerning the terms of a new Collective Bargaining Agreement to replace this Agreement.
7. Newly hired probationary employees shall have no right to utilize this arbitration procedure for any matter covering discharge, suspension, or other discipline.
8. Members of the bargaining unit on probation for promotional purposes may utilize all provisions of this article except when it applies to promotional status.

ARTICLE 14
WORKWEEK, OVERTIME AND SHIFT DIFFERENTIAL

1. The following provisions shall govern hours of work and overtime.

2. 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.

3. In the event the City elects to change the workweek schedule, the City agrees to give the Employee Organization at least thirty (30) days' advance notice of the change. This paragraph shall not apply to changes in the work schedule of individual employees, but only applies to changes in the overall work schedule of the department and/or its divisions.

4. 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 actually 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)]. For purposes of this provision, effective with the first full pay period following October 1, 2014, annual leave shall count as hours worked.

5. Recognizing that the Department has an obligation to provide sufficient staffing, accrued compensatory leave may only be utilized at a time (or times) approved by the Chief, but only as provided in the FLSA. 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.

6. 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.

7. 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.

8. The aforementioned minimum call out compensation and other provisions of paragraph 7 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. 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.

9. If any member is subpoenaed to appear in court under the conditions described in paragraph 8 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 7 and 8 above.

10. 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 two and one-half percent (2.5%) additional compensation above regular rate of pay. Members of the bargaining unit who are assigned to a permanent regular work shift or temporary shift having the major portion of the hours scheduled between 10:00 P.M. and 6:00 A.M. shall receive four percent (4%) additional compensation above their regular rate of pay. Members who work a permanent or temporary shift spanning the two shift differential periods (i.e., 5:00 P.M. to 10:00 P.M.; 10:00 P.M. to 6:00 A.M.) will receive shift differential pay for the total hours worked that corresponds to the shift differential for the majority of the hours worked. 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 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.

11. 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 less than eight (8) hours, 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 eight (8) hours or more, the employee shall receive additional compensation for the higher position for the total time of the temporary service in that position.

(c) The foregoing schedule of compensation requires continuous service.

12. 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. a. Effective the first full pay period following the date of ratification by the Employee Organization, the pay scale for the corresponding time period as set forth in Addendum A will go into effect. Any member below the minimum pay range for the member's rank will have his or her pay adjusted to the minimum of the pay range.

   b. There will be a 2.5% wage increase for all members who were at the maximum of the member's pay range as of September 11, 2012. This wage increase will be effective the first full pay period following the date of ratification by the Employee Organization and will not be retroactive to September 11, 2012.

   c. All members will receive a 2.5% wage increase to be effective the second full pay period following the date of ratification by the Employee Organization.

   d. All members will receive a 5.0% wage increase effective September 30, 2014.

   e. New pay scales, as set forth in Addendum A, will go into effect on the first full pay period following October 1, 2015, and the first full pay period following September 30, 2016. Any member who is below the minimum pay for the member's rank will have his or her pay adjusted to the minimum of the pay range.

2. Merit increases shall be 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). 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 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 understands and agrees that the City may increase the minimum salary listed in Addendum A below for new hires in the job classifications of Police Recruit or Police Officer by up to five percent (5%). This paragraph shall apply to employees hired after the effective date of this Agreement. Any increase in the minimum salary for such job classifications will not result in a corresponding increase for any other job classifications covered by this Agreement.

5. The Employee Organization understands and agrees that the City, in its sole discretion, may pay a signing

bonus of up to $2,500.00 to any individual hired after the effective date of this Agreement in the classifications of Police Recruit or Police Officer. A payment of a signing bonus will not result in any corresponding increase in pay or any corresponding payment to any other individual.

6. The City shall require reimbursement of hiring and training expenses from an individual hired as a police recruit whose formal police training with the police academy is paid for by the City and who leaves the employment of the City within twenty-four (24) months (i.e., 104 weeks) from the date of being certified by the state as a law enforcement officer.

ADDENDUM "A"*
F.O. P. BARGAINING UNIT
PAY & CLASSIFICATION

PAY PERIOD: 1st full pay period following ratification by the Employee Organization

PAY RATE	CLASSIFICATION TITLE	MINIMUM – MAXIMUM
19P	POLICE RECRUIT	$44,179 – 67,823
21P	POLICE OFFICER	$48,752 – 74,775
25P	POLICE SERGEANT	$59,258 – 90,889
28P	POLICE LIEUTENANT	$68,599 – 105,215

PAY PERIOD: 1st full pay period following 10/1/15

PAY RATE	CLASSIFICATION TITLE	MINIMUM – MAXIMUM
19P	POLICE RECRUIT	$46,416 – 67,823
21P	POLICE OFFICER	$51,220 – 74,775
25P	POLICE SERGEANT	$62,258 – 90,889
28P	POLICE LIEUTENANT	$72,072 –105,215

PAY PERIOD: 1st full pay period following 9/30/2016

PAY RATE	CLASSIFICATION TITLE	MINIMUM – MAXIMUM
19P	POLICE RECRUIT	$47,576 – 67,823
21P	POLICE OFFICER	$52,501 – 74,775
25P	POLICE SERGEANT	$63,814 – 90,889
28P	POLICE LIEUTENANT	$73,874 –105,215

*Pay increases as a result of promotions will place the bargaining unit member at the minimum of the range of the new pay grade, or at a five percent (5%) increase, whichever is greater.

ARTICLE 16
WORK STOPPAGES

1. There will be no strikes, work stoppages, slowdowns, boycotts, job action, or refusal to perform assigned work by the members covered under this Agreement, or picketing in furtherance of any of the above-prohibited illegal activities. Notwithstanding the above, there shall be no picketing whatsoever uniform by the employees covered by this Agreement.

2. Recognizing that Florida law prohibits the activities enumerated in paragraph 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.

3. It is recognized by the parties that activities enumerated in paragraphs 1 and 2 above are contrary to the ideals of professionalism and to the Police Department's community responsibility and that any violation of this Article would give rise to irreparable damage to the City and to 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/or equitable relief in any court of competent jurisdiction.

ARTICLE 17
VEHICLES AND SAFETY EQUIPMENT

1. Assigned Take Home Vehicles:

   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 terms:

   (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.

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.

3. Implementation of Twenty-four Hour Vehicle Program:

   a. All take home police vehicles 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. Take home police vehicles will be replaced at 100,000 miles, unless the Automotive Director determines that a vehicle is safe to operate. If, in the sole discretion of the Automotive Director, vehicles are determined to be unsafe to drive, the vehicle will be removed from service and replaced as soon as possible. Upon the effective date of this Agreement, any budgeted or pending vehicle purchases may be reevaluated by the Automotive Director in accordance with this provision and may be cancelled. Replacement vehicles will not be based upon seniority.

4. 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 police vehicles will apply.

d. It is understood that violations of departmental policy may result in the employee 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 washed two (2) times monthly. Additionally the members may have the 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. 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 or b.
   d. 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.
   e. 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 representatives.
3. 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 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 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 components by "Unit Weight" based upon the job analysis.
10. The assessment center components will be based upon the job analysis. The candidate's responses during each component will be recorded for viewing and scoring by assessors trained by the testing consultant. This process will continue to be utilized unless the City and Union agree to a different process. Orientation sessions will be provided by the testing consultant, prior to the day of the assessment center, to provide interested candidates with an overview of the assessment center process. Interested candidates will also have an opportunity to attend a feedback session to review their individual written and assessment center results and, if requested, view their videos.
11. The promotional examinations will be administered by Human Resources or the testing consultant in the following manner:
    a. Tests will be administered 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, 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 or lieutenant 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 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 Five 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 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 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.

20. 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. The Chief of Police is responsible for evaluating and appointing individuals to fill openings at this, and to all positions outside the scope of this bargaining agreement, including the appointed position of Major. 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. 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.

ARTICLE 19
SENIORITY

1. The parties understand and agree that there are three types of seniority, as follows:
   a. Seniority in rank;
   b. Departmental seniority, which shall consist of continuous accumulated paid service with the City of Coral Gables Police Department. Seniority shall be computed from the date of taking of the Police Officer's Oath. Where two (2) or more officers took the oath on the same date, seniority standing shall be determined by class standing upon graduation from the Police Academy, or in the case of two or more previously certified officers taking the oath on the same date, seniority standing shall be determined by the amount of total previous employment as a law enforcement officer, with longer previous service earning a higher seniority standing than lesser previous service.
   c. Seniority within a unit.
2. Wherever applicable, seniority in rank shall have preference.
3. In the event of a reduction in the size of a unit, reductions in the number of personnel in that unit shall be in inverse order of unit seniority. In case of a tie in unit seniority, departmental seniority shall govern.
4. Vacations for each fiscal year and bidding within a unit shall be drawn by employee on the basis of department seniority.
5. In the event a vacancy occurs in the Uniform Patrol or Technical Services Division, seniority shall become effective upon the shift change.

ARTICLE 20
REDUCTION IN FORCE

In the event of a reduction in force, employees shall be reduced to force in the inverse order of their seniority in their classification. If more than one (1) classification is affected, an employee, who is to be reduced in force from a higher classification, shall be given an opportunity to revert to the next lower classification. 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 in accordance with their seniority in the classification from which they

were reduced in force. 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 reduced in force employee shall retain recall rights beyond eighteen (18) months from the date of reduction in force.

ARTICLE 21
INDIVIDUAL RIGHTS

Nothing contained in this collective bargaining agreement shall foreclose any member covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Employee Organization, except that arbitration is the exclusive right of the Coral Gables Fraternal Order of Police, Walter Stathers Memorial Lodge No. 7 (Employee Organization) as per Article 12.6. The Employee Organization will not deny the right to arbitration based on non-membership to the Organization. The Employee Organization holds the City harmless on all denials to arbitration and assumes all responsibility for such denials. Further, nothing contained in this Agreement shall foreclose any member from discussing a problem directly with the immediate supervisor or other departmental official without the intervention of the Employee Organization; provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure. Should any bargaining unit member choose to resolve issues or grievances without the intervention of the Employee Organization, resulting decisions of such will not set a precedent for the Employee Organization.

ARTICLE 22
UNIFORM MAINTENANCE ALLOWANCE

1. Uniformed members of the bargaining unit shall receive a uniform allowance in the amount of Seven Hundred ($700.00) Dollars per annum, payable as follows: Three Hundred Fifty ($350.00) Dollars during the first pay period in October and Three Hundred and Fifty ($350.00) Dollars during the first pay period in April. Members assigned to the Criminal Investigation Division and the Media Relations Unit shall receive a clothing allowance in the amount of $1,000 dollars per annum payable as follows: Five Hundred -1/2 during the first pay period in October and 2 during the first pay period in April. Any other member of the bargaining unit designated by the Chief of Police may receive a clothing allowance up to One Thousand ($1000.00) Dollars per annum, payable as follows: Five Hundred - 2 during the first pay period in October and 2 during the first pay period in April. No person covered under this Agreement shall receive both a clothing allowance and a uniform allowance for the same period of time.
2. Uniformed members of the bargaining unit who are assigned to the Police Department's motorcycle unit will be allowed to have replaced when needed, as determined by the Chief of Police or his designee, any portion of their specialized unit uniforms which are made of leather, and have been damaged due to exposure to the natural elements. Said replacement will be by City purchase order from a vendor selected by the City.

ARTICLE 23
HOLIDAYS

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

	2014	2015	2016
New Year's Day	January 1	January 1	January 1
Martin Luther King's Birthday	January 20	January 19	January 18
President's Day	February 17	February 16	February 15
Memorial Day	May 26	May 25	May 30
Independence Day	July 4	July 4	July 4
Labor Day	September 1	September 7	September 5
Veteran's Day	November 11	November 11	November 11
Thanksgiving	November 27	November 26	November 24
Day after Thanksgiving	November 28	November 27	November 25
Day before Christmas	December 24	December 24	December 24
Christmas Day	December 25	December 25	December 25
Floating Holiday (2)			

2. In the interest of avoiding scheduling and staffing problems within the Department, each employee shall be required to take each of the two (2) "floating holidays" on a day approved by the Chief of Police or designee.
3. If a holiday falls on an employee's off-duty day, the employee may be paid an additional day's pay at the employee's straight time rate of pay or, at the option of the employee, be given an additional day off at a time approved by the Chief of Police.
4. If an employee is scheduled to work on a holiday, and in fact works the holiday in question, he/she shall receive regular straight time pay for the day worked plus an additional day's pay at the employee's regular straight time rate of pay. Within the Chief's discretion, an employee scheduled to work on a holiday may be allowed the day off. In such case, the employee shall receive regular straight time pay for the holiday in question. This provision applies to the days and dates specified in paragraph one (1) of this Article.
5. It is agreed and understood that any additional pay or leave time received under this Article shall be at the employee's straight time rate of pay.

All other matters pertaining to the administration and enforcement of the City's holiday policy shall be governed by Rule 16.0 of the City's Rules and Regulations, as amended.

ARTICLE 24
DISABILITY LEAVE

1. Disability leave shall be defined as leave with pay granted to an employee for personal disability resulting in the incapacity of the employee to perform any work as directed by the City and arising directly from and out of the discharge of the employee's duties in the course of employment by the City. Disability leave may be granted from the time of the incapacity of the employee to perform work as directed by the City to the time the employee

returns to duty as determined by a physician designated by the City or the employee retirement system. Any employee on disability leave shall be available for examination at any reasonable time to any physician designated by the City, and the failure of any such employee to be available for such examination shall automatically terminate disability leave.

2. The decision to grant (or not to grant) disability leave to any employee and the duration of any such disability leave shall be made at the sole and exclusive function of the Human Resources Director; provided, however, that the Human Resources Director must make the decision to grant (or not to grant) disability leave within sixty (60) calendar days from the date of the employee's alleged incapacity to perform any work as directed by the City. The Human Resources Director's decision shall be based on reports from the designated doctor(s). In order to alleviate the potential financial hardship to the employee during the period in which the Director is investigating the alleged job-related or incurred injury for the purpose of making his decision, the City agrees to grant the employee disability leave on a conditional basis subject to strict compliance with all of the following conditions:
   a. The Chief of Police advises the Human Resources Director that it has been determined that there is reasonable cause to believe that the personal disability resulting in the incapacity of the employee arose directly from and out of the discharge of the employee's duties in the course of employment with the City. Further, the Chief of Police advises the Human Resources Director that it is recommended that the employee be placed on disability leave (on a conditional basis) pending the outcome of the Human Resources Director's investigation and the issuance of the Human Resources Director's decision to grant (or not to grant) disability leave.
   b. Disability on a conditional basis shall commence immediately upon the Chief of Police advising the Human Resources Director of the findings and recommendations in accordance with paragraph a, above.
   c. In the event that the Human Resources Director, after conducting an investigation, determines that disability leave shall not be granted to the employee alleging personal disability, the Human Resources Director shall have the right to set off previously paid Disability Leave (i.e., Disability Leave paid on a conditional basis) against the employee's Annual Leave and/or Sick Leave, which has already been earned or will be earned in the future.
   d. Neither the findings and recommendations of the Chief of Police, nor the granting of disability leave on a conditional basis shall be construed as evidence that the personal disability involved arose directly from and out of the discharge of the employee's duties in the course of employment by the City.
   e. Disability leave pay shall be computed on the basis of the difference between the employee's regular straight time earnings and the benefits paid under the Florida Workers Compensation Law.
   f. Injuries occurring while on authorized private detail within the City limits of the City of Coral Gables will also be governed by the provisions of this Article.
   g. 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 disability leave.
   h. The Employee Organization and the City agree that all other conditions pertaining to payment and administration of Disability Leave shall be governed by the City's Disability Rules and Regulations.

ARTICLE 25
PARKING FACILITIES

1. The City agrees to provide the existing parking facilities, i.e., the basement and fire apparatus roof, for employees covered by this Agreement.
2. The City shall not charge any fee for the aforesaid facilities.
3. This Article shall apply only to vehicles that do not exceed the posted clearance.

ARTICLE 26
PERSONAL SERVICES

No employee covered by this Agreement will be required to perform any personal services for any officer; provided, however, that there shall be no restriction on such services being performed on a voluntary basis.

ARTICLE 27
SICK LEAVE

1. Employees shall receive ninety-six (96) hours sick leave per year. That portion of the employee's first forty-eight (48) 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. That portion of the last forty-eight (48) hours of sick leave (accrued during the leave year) that is unused at the end of the leave year shall be allowed to accumulate to a maximum of four hundred (400) hours. Any amount above the maximum will be deposited in a trust fund (i.e., special fund) for the employee annually at the current rate of pay at the time the excess sick leave hours are credited to the employee. Upon death or retirement of employee, 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%
6 through 10 years of continuous service	25%
Over 10 years of service	100%

   Payment shall be at the rate earned by the employee at the time of death or retirement of employment.
2. The parties agree that the City may take any reasonable measure to strictly administer and enforce the City's current sick leave policy in such a manner as to eliminate abuse of sick leave privilege. With this in mind, bargaining unit members that do not use any sick leave for a period of six (6) months will be granted a bonus of eight (8) hours of administrative leave. For the purpose of this article, accrued administrative leave must be used within six months of earning it. Management will make every effort to allow members to use this leave within the above mentioned time frame.
3. Medical certificates supporting sick leave requests and all other aspects of sick leave shall be governed by Rule 12.3 of the Personnel Rules and Regulations of the City of Coral Gables, as amended.
4. 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.
5. Actual sick leave shall be earned solely for compensable hours on an hourly basis.

ARTICLE 28
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, 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 Police Chief, who will then confer with the Human Resources Director. In reviewing such request, 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.
3. Upon approval of such request by the Police Chief and the Human Resources Director, the Police Department will obtain a supply of the form referred to below (Application for Donation of Leave) from the Personnel Department, and shall distribute these 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 Police Payroll Clerk, who will time and date stamp each form in the order it is received. Donated time will be credited to the absent employee in the order in which the forms are received. In the event of excess donations received but not used due to the employee's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating employees. Donation time returned to a donor shall be reflected in the leave balance on the donor's pay stub.
5. A maximum of 240 hours of leave time donated will be permitted per individual request. Upon exhaustion of these 240 hours of donated time a request to obtain up to 240 additional hours may be addressed at the discretion of the Department Head. Any additional use of donated leave shall be at the discretion of the City Manager or designee. Employees wishing to donate time may donate up to 80 hours of accrued leave (not Floating Holidays).
6. Donated time will be converted to a dollar value based on the current rate of pay for each donor for hours donated and on the rate of pay of each done for hours utilized. The rate of pay used for each donor will be that in effect at the time the form referred to below is signed.
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 Police Payroll Clerk shall notify the Department when donated time is nearly exhausted, and the Police Chief shall have the responsibility of requesting additional donated time, if desired.
9. The Department will immediately notify the Police Payroll Clerk of the employee's return to work or of any major change in the employee's physical condition.

[REST OF PAGE LEFT INTENTIONALLY BLANK. FORM ON FOLLOWING PAGE.]

CITY OF CORAL GABLES
APPLICATION FOR DONATION OF LEAVE

Please deduct from my accrued_____Leave_____hours. I wish to donate the cash value of
annual, compensatory, sick **# of hours**

such leave to compensate_____, who has currently exhausted all accrued
Name of employee you wish to donate your leave to

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 DONATING LEAVE (Print)_____

DONATING EMPLOYEE'S I.D. NUMBER_____

SIGNATURE OF EMPLOYEE_____

DATE OF THIS DONATION_____

DONATING EMPLOYEE'S DEPARTMENT/DIVISION NAME AND NUMBER

_____

DEPARTMENT HEAD APPROVAL_____

HUMAN RESOURCES

RECEIVED BY _____

DATE RECEIVED _____

ARTICLE 29
EMPLOYEE ORGANIZATION AND PRESIDENT

1. Effective January 1, 2015, the bargaining unit member serving as President of the Coral Gables Fraternal Order of Police Department Lodge No. 7 will serve the Employee Organization for three (3) days during the regular work week and will perform normal duties for the Police Department two (2) days during the regular work week. All normal benefits and any increases in same, including but not limited to salary, insurance, seniority, etc., will continue to be provided during the term of office (this position is funded under the provisions of Article 23). Time spent by the President attending to Employee Organization matters shall not constitute time worked for overtime purposes. During the time when the President is attending to Employee Organization matters, the President shall be available to perform the duties of a police officer when called upon by the Police Chief or designee. A call to duty during this time will be limited to catastrophic events requiring extreme demands on departmental resources. City management will discuss with the Employee Organization the duties to be performed by the President for the two (2) days during the regular work week when he is not attending to Employee Organization matters. These duties will not conflict with his duties and responsibilities as President.
2. The President of the Fraternal Order of Police and other bargaining unit members (a total not to exceed six (6) employees or designees) appointed by the President shall be granted time off with pay to attend actual collective bargaining sessions with the City for the renegotiations of the Agreement. The Union agrees that, in the selection of designees, the staffing needs of the Department shall be paramount. The President may attend any City Board meeting that may affect the members of the Employee Organization, and attendance will be during the time designated for attending to Employee Organization matters.
3. The Employee Organization shall be granted one thousand (1000) hours of Administrative Leave per year. Said leave may be used by any member of the Employee Organization at the direction of the President and with the discretion of the Chief of Police. That portion of the aforementioned thousand (1000) hours which is not used during the duration of the Agreement may be carried over into the following fiscal year. The transfer is to be effective on October 1st of the new fiscal year. The President of Employee Organization may be permitted to convert up to twelve (12) hours per month of the thousand (1000) hours of Administrative Leave to Compensatory Leave. Conversion is to be done annually in the month of January. The Compensatory Leave cap of four hundred eighty (480) hours shall apply. All of the converted leave in excess of the four hundred eighty (480) hour cap must be used as leave and may not be received as a cash payout.
4. In addition the individual members of the Employee Organization will be allowed to donate up to eight (8) hours of either Annual or Compensatory Leave to a leave pool administered by the City, not to exceed 200 hours in total for each year covered by this Agreement. This donation can only be made once a year, at a time decided by the President of the organization. This pool cannot be carried over from year to year. The 200 hours or any portion thereof shall be used after the 1000 hour pool as described in section 3 of this Article.
5. The City agrees to allow the FOP to use the email system to contact bargaining unit members. Various FOP email groups will be setup such as but not limited to, the FOP Executive Board, Labor Management, etc.

ARTICLE 30
DOMESTIC PARTNERSHIP

1. Employees covered by this Agreement who have domestic partners, as defined in the Miami-Dade County Code of Ordinances ("the Code"), Article IX, Sec. 11A-71(b), and who have registered their domestic partnership in accordance with Article IX, Sec. 11A-72 of the Code, shall be eligible to use bereavement leave, sick leave and family leave, consistent with the terms and conditions provided for in this Agreement, provided that the employee:

   a. File with the Human Resources Department a copy of the Domestic Partnership Registration Certificate issued by Miami-Dade County; and

   b. When requesting leave, submits the City of Coral Gables Domestic Partnership Benefits Request form, and provides any documentation required by the respective leave articles of this Agreement.

2. Employees covered by this Agreement whose domestic partnerships are terminated, as defined in Article IX, Sec. 11A-73 of the Code, are required to notify the Human Resources Department of the termination of domestic partnership. Employees shall forward to the Human Resources Director a copy of the Certificate of Termination of Domestic Partnership issued by Miami-Dade County.

ARTICLE 31
ANNUAL LEAVE

1. Each employee covered hereunder must take a minimum of one (1) week forty (40) hours annual leave or compensatory leave each fiscal year. 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 eighty (80) hours, at the rate of pay in effect at the time of the request. All such payments must be requested in full hour periods. The aforementioned option may not be invoked more than once in any one (1)-leave year.
2. Annual leave shall be earned in accordance with the schedule specified in Appendix A.
3. Annual leave will be earned on an hourly basis for compensable hours only.
4. The maximum accumulation of annual leave that an employee covered by this agreement can carry shall be three-hundred (300) hours, including those employees who have reached normal retirement age.
5. The member may request payment of said earned accrued annual leave balance, or portion thereof, not to exceed one hundred and sixty (160) hours, at the rate of pay in effect at the time of the request, during the last year of employment prior to actual retirement.

All other aspects of annual leave shall be governed by Rule 12.2 Personnel Rules and Regulations, as amended.

APPENDIX A

ANNUAL LEAVE SCHEDULE ADJUSTMENTS (10/1991)

YEARS OF SERVICE				LEAVE ACCRUAL SCHEDULE		
0				80		
1				84		
2				88		
3				100		
4				100		
5				100		
6				104		
7				108		
8				112		
9				116		
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 32
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.
3. During the term of this Agreement, the Parties agree to reopen this Agreement to discuss the issues of the maximum length of DROP, the pension multiplier and merit increases at the conclusion of the City's negotiations (i.e., ratification or imposition of a new collective bargaining agreement) with any other bargaining unit after the effective date of this Agreement, in the event that any other bargaining unit's benefits on these items are better than those provided to members of the Employee Organization.

ARTICLE 33
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 34
BULLETIN BOARDS

The City shall permit the Employee Organization to post notices, of the Employee Organization's recreational and social functions, elections, meetings (and minutes thereof), and names and addresses of officers, directors, and representatives of the Employee Organization on separate glass enclosed, lockable bulletin boards at the Police station patrol squad room, the Criminal Investigation Division, the Professional Standards Division, and the Technical Services Division.

The glass enclosed, lockable bulletin boards shall be installed and maintained at the expense of the Employee Organization. A copy of each notice to be posted shall be transmitted to the Chief of Police or designee prior to posting. Under no circumstances shall the Employee Organization tender for posting 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. An officer of the Employee Organization shall sign each notice to be posted.

ARTICLE 35
FAMILY LEAVE

1. Employees covered under this Agreement shall be entitled to leaves 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 leave), and the leave also qualifies as leave under the Family and Medical Leave Act of 1993, the leaves shall run concurrently.

3. Maternity leave shall be treated the same as other types of non-work related disability leave, as provided in Rule 12.9 of the City's Personnel Rules and Regulations (i.e., not to exceed one hundred and eighty [180] calendar days) except that a doctor's note will be required to be provided by the pregnant employee only upon request, to verify pregnancy and/or update the employee's medical condition.

4. 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 leaves shall run concurrently.

ARTICLE 36
SPECIAL UNIT ALLOWANCES

1. The Special Unit Allowances listed below shall be provided to bargaining unit members, subject to the conditions contained in Paragraph 2, below.

a. *F.T.O.	$75.00 BI-WEEKLY
b. *MOTORCYCLE OFFICER	$75.00 BI-WEEKLY
c. *K-9	$75.00 BI-WEEKLY
d. *SWAT/SWAT NEGOTIATORS	$75.00 BI-WEEKLY
e. *A.I.U./TRAFFIC HOMICIDE	$75.00 BI-WEEKLY
f. *MARINE PATROL	$75.00 BI-WEEKLY
g. *BICYCLE/FOOT PATROL	$75.00 BI-WEEKLY
h. *UNDERWATER SEARCH AND RECOVERY	$75.00 BI-WEEKLY
i. *STRATEGIC INVESTIGATIONS TEAM	$75.00 BI-WEEKLY
j. CRIMINAL INVESTIGATIONS DIVISION	5% INCREASE IN BASE PAY
k. PROFESSIONAL STANDARDS DIVISION	5% INCREASE IN BASE PAY
l. HONOR GUARD	$25.00 BI-WEEKLY
m. ADMINISTRATION DIVISION (Members assigned directly to the Chief of Police)	5% INCREASE IN BASE PAY, effective 12-26-05
n. TECHNICAL SERVICES DIVISION	5% INCREASE IN BASE PAY, effective first full pay period following October 1, 2014

*Bargaining unit members assigned to more than one (1) Special Unit listed in "a, b, c, d, e, f, g, h, and i" above, will receive an additional $40.00 bi-weekly allowance for that assignment. Bargaining unit members assigned to the Criminal Investigation, Professional Standards, Administrative Division, and Technical Services Division will receive a second Special Unit Allowance of $40.00 for only d, or h, above. Members in these four (4)

divisions will only receive Special Unit Allowance of $25.00 bi-weekly for "l" if they are not assigned to "d" or "h". Secondary Special Assignment Allowance as it applies to "l" will not be $40.00.

Note: Those bargaining unit members assigned to the Professional Standards or Criminal Investigations Division at the time both parties enter into this Agreement, and are receiving a second Special Unit Allowance of $50.00 Bi-weekly for "d" above will continue to receive this amount as long as eligible for the second Special Unit Allowance and until such time they leave the Professional Standards or Criminal Investigations Divisions.

Under no circumstances shall a bargaining unit member be entitled to more than two Special Unit Allowances. A bargaining unit member shall be entitled to a Special Unit Allowance only as long as the member is assigned to such Special Unit, in writing, by the Chief or designee. Whenever a member is removed from such Special Unit, in writing, by the Chief or designee, the member shall no longer be entitled to receive such Special Unit Allowance. The assignment and removal of from Special Units shall remain within the sole discretion of the Chief, or designee, and such assignment or removal shall be the sole factor in determining eligibility for such Special Unit Allowances.

2. MASTER POLICE OFFICER---5% increase in base pay based on departmental Standard Operating Procedure # 068. The FOP and City Bargaining Teams agree that this SOP should be reviewed by the Labor Management Committee. Members receiving five percent (5%) for Master Police Officer will not be eligible to receive pay for working in a higher classification.

3. The Members of the Motor Cycle units shall receive 1/2 hour per day to a maximum of 2-1/2 hours per week to take care and clean their motors respectively.

4. Members of the K-9 Unit shall receive one-half (1/2) hour per day, one (1) hour on the officer's last work week day, to a maximum of three (3) hours per week to take care of their dogs and clean their vehicles respectively. Members shall receive a ½ hour credit for every day of leave taken per eight (8) hours of leave, seven and one-half (7 ½) hours charged to their leave banks, seven (7) hours on the officer's last work week day, except in cases where the dog is being boarded when leave is taken. The City of Coral Gables will pay the cost of boarding the canine when the assigned canine officer is on leave and leave the County.

ARTICLE 37
MEDICAL SCREENING

The City shall provide an annual medical screening for all bargaining unit members covered by this Agreement during the term of this Agreement. The medical screenings shall be offered on a voluntary basis and shall include the following at the request of the bargaining unit member:

1. Full blood workup.
2. Chest x-ray.
3. Electro-Cardiogram.
4. Basic eye and ear exam.
5. Any additional screenings which may be included in a routine medical screening.
6. Maximal treadmill test every three (3) years upon reaching age forty (40).

7. Sigmoidoscopy every two (2) years upon reaching age forty (40).
8. Women may receive a mammogram and pap smear every year.
9. Colonoscopy every two (2) years upon reaching age fifty (50).
10. Bargaining unit members will be permitted to attend medical screenings on duty, however, it is understood that no member will be granted overtime or compensatory time in the event medical screenings are scheduled during off-duty hours. Management may permit bargaining unit members to adjust their shifts to attend medical screenings on duty. It is understood that these adjustments of shifts will not be a cause of action to implement an overtime situation.

ARTICLE 38
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 as identified below.

1. The existing Retirement System shall be modified as follows for current and future employees:
   a. Employee contribution – Effective September 30, 2014, the employee contribution shall increase from 5% of earnings to 10% of earnings.
   b. DROP eligibility. The following will be removed from the DROP provisions: If an employee defers entry into DROP for more than 6 months following the earliest applicable DROP eligibility date, the maximum DROP period shall decrease by one month for every month of deferred DROP entry. This change shall take effect September 30, 2014, or upon implementation of this Agreement, if later (the "effective date").

ARTICLE 39
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) work days in the event of the death of the employees current legal spouse or an employee's child, whether natural, adopted or step, and an employee's parent (including adopted and step parents).
   b. Up to five (5) 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 (as described in the Personnel Rules and Regulations 12.5) or any other relative living in the same household. 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) calendar days after notification of the death occurs.
2. The City reserves the right to require documentation supporting approval of bereavement leave.

ARTICLE 40
GROUP HEALTH

1. On or before April 1, 1985, the Union shall establish its own hospitalization and medical insurance plan, subject to strict compliance with the following provisions:

   a. As of the implementation date of the Union plan, said plan shall offer to cover all current, future and retired bargaining unit members, and their dependents, if dependent coverage is available under the Union plan, and if such dependent coverage is chosen by such current, future, or retired bargaining unit members. Under no circumstances shall the City have the obligation to apply the City's conventional group hospitalization and medical insurance plan or any Health Maintenance Organization (HMO) plan (in lieu of the Union plan) to any current, future, or retired bargaining unit member or their dependents, and such current, future, or retired bargaining unit member (and their dependents) shall *forfeit any* and all right to participate in the City's conventional group health and medical insurance plan and any Health Maintenance Organization (HMO) plan.

   b. The City shall have no responsibility to process claims or perform any paperwork involving the aforementioned Union group hospitalization and medical insurance plan; except that the City agrees to continue in effect the practice of payroll deduction for group hospitalization and medical/life insurance plan in effect prior to the effective date of this Article.

   c. The City shall have no obligation to contribute to the aforesaid Union hospitalization and medical insurance plan unless each and every current, future, and retired bargaining unit member is offered coverage by said Union plan. Further, the City shall have no obligation to contribute to the aforesaid Union hospitalization and medical insurance plan unless the dependents of each and every current, future, and retired bargaining unit member are offered the right to join said Union plan, if dependent coverage is available under the Union plan.

   d. In the event the Union should request that the bargaining unit be reinstated to the City's conventional hospitalization and medical insurance/life insurance plan, or any Health Maintenance Organization (HMO) plan, the decision to accept or reject such request for reinstatement shall be solely with the discretion of the City.

   e. The Union's plan shall provide hospitalization and medical insurance benefits that are reasonably comparable to or higher than those provided under the City's conventional hospitalization and medical insurance/life insurance plan and/or current Health Maintenance Organization (HMO) plan available at the City.

   f. The Union shall indemnify and hold the City harmless against any claim, demand, suit or liability, and for all legal costs ensuing in relation to the implementation or administration of the Union's hospitalization and medical insurance plan.

   g. The Union agrees to offer coverage to current, future, and retired sworn management personnel and their dependents, if dependent coverage is available under the Union plan, and if such dependent coverage is chosen by such current, future, or retired sworn management personnel. The union will not be required to accept any management personnel back into the plan once they have chosen to leave the plan.

   h. Claims incurred prior to the effective date of the Union's hospitalization and medical insurance/life

insurance plan will be the responsibility of the City's conventional hospitalization and medical insurance/life plan or the applicable Health Maintenance Organization (HMO) plan, whichever is applicable; claims incurred after the effective date of the Union's hospitalization and medical insurance plan will be the responsibility of said Union plan.

i. Upon request, the Union and its Health Trust administrator shall permit the City to review any records relating to claims paid; administrative costs, insurance premiums; premium structure for employee, dependent, and retiree coverage, status of the plan's reserves; the plan's retainage; past, current, and future profits; and expenses in the administration of the plan. Provided, further, upon request, the City and its hospitalization and medical insurance/life insurance plan administrator shall permit the Union to review any records relating to claims paid; administrative costs; insurance premiums; premium structure for employee dependent, and retiree coverage; status of the plan's reserves; status of the plan's retainage; past, current and future profits; and expenses in the administration of the plan.

j. The monthly contribution rate per employee paid by the City to the Union-sponsored hospitalization and medical insurance plan shall be $665.24.

k. The City agrees to provide term life insurance coverage for each bargaining unit member. For purposes of this provision, the term life benefit shall be equivalent to a one-time annual base salary of the applicable employee. This benefit is in addition to those described in Article 42.

ARTICLE 41
TUITION REIMBURSEMENT & EDUCATION INCENTIVE

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 course must be submitted for pre-approval to the Training Unit to be routed through the Chief of Police to the Human Resources Director.
   b. Grades "C" or better shall be reimbursed 100%, grades "D" or less shall not be reimbursed.
   c. Successful completion of a "Pass-Fail" course will be eligible for 100% reimbursement.
   d. Employees covered under this article will be eligible to be reimbursed for up to two (2) pre-approved courses per semester under the payment schedule in section (b). The employee will be eligible to be reimbursed the actual expenses incurred, which are to include tuition and lab fees only, not to exceed $1,500 per semester and $6,000 per calendar year.
   e. In order to receive said reimbursement, employees must show proof of satisfactory completion of the courses and receipts for the expenses within 45 days of the completion to the Human Resources Director through the Chief of Police. The Human Resources Director will review the submitted documents and shall have final say in the approval of the request for tuition reimbursement. Reimbursement will be within two (2) pay periods from the time the documents are submitted.
2. Recognizing the benefits of members' educational self-advancement, the City will adopt and implement a program rewarding those who have strived for and obtained a Masters level degree in a program approved by Training and the Police Chief. Employees with such an approved M.A., M.S. or M.B.A or equivalent degree shall receive $50 per month.

ARTICLE 42
DEATH BENEFITS

1. Any full time sworn employee who dies as a result of any injury which was sustained on duty shall be presumed to have been unlawfully and intentionally killed in the performance of official duties. The death benefit outlined in Florida State Statue 112.1904, or as amended, will be paid as soon as is possible to the listed beneficiary, or to the surviving children and spouse, or to the estate.
2. When any full time sworn employee dies as a result of any injury sustained while on duty the employee's beneficiaries shall receive their leave balance payoff at the highest Police pay grade (36E) and step seven (7), plus loyalty step (3) as listed in the City of Coral Gables pay plan classification index, or similar, if amended, or replaced.

ARTICLE 43
PERIODS OF PROBATION

Periods of probation for bargaining unit members covered under this Agreement will be as follows:

1. New hired bargaining unit members - twelve (12) months from the date that they are sworn in, or given the oath of office, by the Chief of Police or designee.
2. Promoted bargaining unit members - six (6) months from the date that the member is promoted by the Chief of Police or designee. Extensions of the above probationary periods can be allowed up to a period of time not exceeding an additional six (6) months for new employees, and not exceeding an additional six (6) months for promoted bargaining unit member. Re-hired bargaining unit members will be considered as newly hired for the purpose of this Article, except that a bargaining unit member will serve a six (6) month probationary period, providing a normal probationary period has been successfully completed, prior to leaving the employment of the City and are rehired within two (2) years of departure date.
3. Only promotional probationary bargaining unit members may utilize rights under Articles 12 and 13 of this Agreement.

ARTICLE 44
DRUG AND ALCOHOL 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. Accordingly, it is in the best interest of the parties to negotiate over the subject of drug and alcohol use and testing.

2. The City and the (hereafter, the Policy) Union have negotiated a Drug and Alcohol-Free Workplace Policy and Work Rules pursuant to the provisions of the Florida Drug-Free Workplace Program, as provided in Section 440.102, Florida Statues (1991), and the regulations of the Florida Department of Labor and Employment Security, Division of Workers Compensation, et seq., Florida Administrative Code (1991). The Policy is incorporated herein and made a part of this Agreement. The City's Policy prohibits illegal drug use and alcohol abuse which might affect employees in the performance of their duties. The policy gives the City the right to test

job applicants and employees under certain circumstances. A drug test as defined by the Policy includes testing for the presence of alcohol. In addition, the Employee Organization agrees that the department may conduct random testing for alcohol and any controlled substance, including narcotic drugs. All samples taken from a member who is ordered to submit to testing will be properly containerized and impounded. The impounded samples will not be released for testing until after the passing of the deadline for grieving the test, as outlined in subsection 7 g of this article. All employees must comply with the requirements of the Policy, and will be subject to appropriate disciplinary action up to and including discharge, as provided in the Policy in the event of non-compliance with the Policy.

3. A copy of the Policy will be distributed to all current employees and will be given to all newly hired employees.
4. 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 drug and alcohol policy, if such changes will enable the City to remain in compliance with state law and/or regulations or will result in a reduction in the cost 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 instituting any such change in the Policy, prior to any such implementation.
5. The City and the Union agree that any issue or grievance arising from the implementation of the Policy shall be heard by an arbitrator, pursuant to the grievance and arbitration article of this Agreement (also see subsection 7).
6. In the event that any conflict is determined to exist between the City's Drug and Alcohol Free Workplace Policy and Work Rules and the Florida Drug-Free Workplace Program, including Section 440.102, Florida Statutes and the accompanying regulations, it is agreed by the City and the Union that the City's drug and alcohol policy will be construed and/or revised, as necessary, to meet the statutory and regulatory requirements of the Florida Drug-Free Workplace Program.
7. Special Expedited Arbitrations:
   a. The President of the bargaining unit and the Human Resources Director will pick at least two permanent umpires to hear reasonable suspicion employee drug and alcohol grievances. The umpires will alternate, hearing only grievances where the bargaining unit or the member alleges that there was no reasonable suspicion to warrant being ordered to submit samples for testing. Said grievance will be limited to whether or not there was a reasonable belief based on reasonable suspicion to require the grievant to take the Alcohol/Controlled Substance test, and submit samples for same.
   b. Except for the member's annual medical screening, Alcohol/Controlled Substance test samples shall be tested unless the member chooses to grieve the submission of said samples for testing, or after grieving, the umpire rules that there was a reasonable suspicion to order the member to submit the samples for testing.
   c. The cost of the umpire's decision and all necessary associated legal fees will be borne by the City if the umpire rules there was no reasonable suspicion to require the member to take the test. If the umpire rules that there was reasonable suspicion to require the member to take the test, the party (bargaining unit or member) who filed the grievance will pay for the costs of the umpire and all necessary associated legal fees.
   d. It is anticipated that an expedited hearing would be held before the umpire under the American Arbitration

Association rules of expedited arbitration, and no post hearing briefs will be filed. The grievance will be submitted directly to the Human Resources Director for arbitration and will be heard no later than three (3) calendar days after the member is required to submit the samples for testing. The umpire will rule at the close of the hearing and an oral response from the umpire will be sufficient to settle the grievance.

e. The umpires will serve from year to year and shall be appointed by a letter jointly signed by the bargaining unit President and the Human Resources Director. Should either the City or the bargaining unit wish to drop an umpire the umpire shall be notified and the parties shall agree on a replacement.

f. If the member is physically unable to file a grievance, the Union may elect to act on the members behalf by filing the reasonable suspicion grievance for them.

g. If the member or Union chooses to file a reasonable suspicion grievance, said grievance must be in writing. The grievance must be delivered, via fax or by hand, to the Human Resources Directors office on the same day as the test or no later than 5:00 PM of the next regularly scheduled work day of the Human Resources Director.

h. In cases that require this expedited arbitration, the umpire is given the authority to order the test sample to be immediately destroyed with no testing of same, or to order that the samples be released for testing as specified in the agreed upon City's Drug and Alcohol Free Workplace Policy and Work Rules, and or, this agreement. If the umpire rules that there was no reasonable suspicion to test the member, the samples will be ordered destroyed prior to any testing. If the umpire rules that there was reasonable suspicion to have the member tested, the samples will be released for testing.

ARTICLE 45
RETIREE HEALTH SAVINGS PLAN

The City of Coral Gables agrees to participate in the Retiree Health Savings Plan for the Coral Gables Fraternal Order of Police, Walter F. Stathers Memorial Lodge #7 in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is on file with both parties. The City agrees to contribute to the Plan as follows:

1. Effective October 1, 2004, the City shall contribute annually for each eligible bargaining member, the amount of six-hundred-fifty ($650.00) plus administrative costs to the Retiree Health Savings Plan for the Coral Gables Fraternal Order of Police, Walter F. Stathers Memorial Lodge No. 7.
2. Within thirty days of the execution date of the Plan Agreement, the City shall contribute one-hundred percent (100%) of all bargaining unit members excess Sick Leave, known as the Sick Leave Bank, (accumulated hours in excess of the 400 hour Sick Leave cap), to the Plan, annually, at the conversion rate of one-hundred percent (100%) of the earned hourly value of Sick Leave. Upon separation of employment from the City for any reason, the City shall contribute one hundred percent (100%) of the eligible bargaining member's excess Sick Leave, known as the Sick Leave Bank, (accumulated hours in excess of the 400 hour Sick Leave cap) to the Plan at the conversion rate of one hundred percent (100%) of the earned hourly rate of Sick Leave.
3. Upon separation of employment from the City for any reason one-hundred percent (100%) of the eligible bargaining unit member's accumulated Sick Leave that would have been paid to the bargaining unit member had the City not participated in the Plan shall be contributed to the Plan at one-hundred percent (100%) of it's current

value.

4. The final contribution to the Plan upon the eligible bargaining unit member's separation from City Service when added to the Participant's account balance valued immediately prior to the City contribution shall in no event exceed $75,000.00. Any Sick Leave or other compensated absence separation payment in excess of the final Plan contribution shall be directly paid to the bargaining unit member.
5. The Employee Organization shall have the right to choose any qualified investment plan for the purposes of the article.

ARTICLE 46
PSYCHOLOGICAL FITNESS FOR DUTY EXAMS

The City, through its Police Chief, may require bargaining unit members to submit to a psychological fitness for duty examination, only *with confirmation with the Assistant City Manager or the Human Resources Director, and* when based upon reasonable suspicion that the employee is not fit for duty as a sworn law enforcement officer. The City's reasonable suspicion must be based on specific facts in order to justify the bargaining unit member being ordered to submit to the examination.

ARTICLE 47
CITY'S OBLIGATION

1. The City agrees that it will make every effort to pay monetary benefits negotiated in this bargaining Agreement, when due. The City will provide all bargaining unit members a copy of the Collective Bargaining Agreement within sixty (60) days after ratification.
2. Deferred Compensation money will be transferred within three (3) business days of the bargaining unit member's payday.

ARTICLE 48
DURATION OF AGREEMENT

This Agreement shall be effective from October 1, 2013, and shall remain in full force and effect until and including September 30, 2016, 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 4th day of August, 2014.

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

Carmen Olazabal
Interim City Manager
City of Coral Gables, Fla.

ATTEST:

By: _____
WALTER J. FOEMAN
City Clerk

Authority of Resolution No. 2014-149 duly passed and adopted by the Coral Gables City Commission on: 08/04/2014.

As to form and legal sufficiency:

CRAIG E. LEEN
City Attorney