

**Collective Bargaining Agreement between  
The City of Cape Coral and the**

**WHITE COLLAR UNIT**

**Of the International Union of Painters and  
Allied Trades, AFL-CIO  
District Council # 78 – Local 2301**

**October 1, 2021 through September 30, 2024**

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF CAPE CORAL  
AND  
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES  
AFL/CIO – DISTRICT COUNCIL #78 – LOCAL UNION 2301  
(WHITE COLLAR UNIT)**

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## **Preamble**

### **Section 1 - Preamble**

This Agreement is made and entered into by the International Union of Painters and Allied Trades, AFL-CIO – District Council #78 – Local 2301, hereinafter referred to as “Union”, and the City of Cape Coral (Florida), hereinafter referred to as “City”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between parties regarding wages, hours, and other terms and conditions of employment.

### **Section 2 - Public Employees**

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

## **Witnesses**

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, Union and City agree as follows:

## **Article 1** **Recognition**

### **Section 1 - Recognition**

Pursuant to, and in accordance with, the provisions of Florida Chapter 447, or as such Chapter may be amended, City recognizes Union (Florida Public Employees Relations Commission [PERC] Certification #986) as the exclusive Representative of employees in the bargaining unit for the purpose of collective bargaining with City regarding wages, hours and other terms and conditions of employment.

### **Section 2 - Bargaining Unit**

The bargaining unit by which the recognition is afforded per PERC shall include all full and part time employees occupying any positions in the classifications listed in the latest Unit Clarification/Modification or Certification provided by PERC.

The bargaining unit shall not include employees occupying any other City positions or classifications.

### **Section 3 - Employees and Members**

The terms "employee" and "employees" as used in this Agreement shall refer to the incumbents of the classifications included in the bargaining unit regardless of membership in Union.

The terms "member" and "members" as used in this Agreement shall refer to employees who establish or maintain an affiliation with Union according to Union's customs and by-laws.

### **Section 4 - Fiscal Year**

The term "fiscal year" as used in this Agreement shall refer to the period October 1st through September 30th, inclusive.

## **Article 2** **Strikes**

### **Section 1 - Definition of Strikes**

The definition of "strikes" is that contained in Florida Statutes, Chapter 447, Section 447.203(6), or as such Section may be amended.

### **Section 2 - Prohibition of Strikes**

Union agrees that there shall be no strikes as defined in this Article. In the event of any breach of this Article, Union agrees that City shall have all statutory rights of recourse as contained in the provisions of the Florida Statutes, Chapter 447, or as such Chapter may be amended.

### **Section 3 - Prohibition of Lockouts**

City agrees that nothing in this Article shall prohibit otherwise lawful informational picketing. City further agrees that it shall not lock out employees for the duration of this Agreement.

**Article 3**  
**Management Rights**

**Section 1 - Management Rights**

Except as specifically abridged or modified by a provision of this Agreement, City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to, the following: to determine the standards of service to be offered by City; to determine the standards of selection for employment; to determine the content of job classifications; to hire, transfer, promote and demote employees; to direct employees, to take disciplinary action up to, and including, termination; to relieve employees from duty because of lack of work or for other legitimate reasons; to issue rules and regulations; to contract and subcontract all existing and future work or services; to determine the methods, means and personnel by which City's operations are to be conducted; to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public; to exercise complete control and discretion over its organization and the technology of performing its work; and to fulfill all of its statutory and Charter responsibilities.

**Section 2 - Application of Rules and Regulations**

If work rules and regulations are not uniformly applied, Union may file a grievance in accordance with the grievance procedure contained in this Agreement.

## **Article 4** **Union Rights**

### **Section 1 - Union Rights**

Union shall have those rights contained in Florida Statutes, Chapter 447, Section 447.301, or as such Section may be amended.

### **Section 2 - Dues Deduction**

Employees may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for payment of initiation fees, assessments, or fines.

### **Section 3 - Determination of Dues**

Union will notify City of the amount of dues. Such notification will be made in writing over the signature of Union's President. Changes in Union dues will be similarly reported to City, with notification at least one (1) month in advance of the anticipated effective date of any such changes.

### **Section 4 - Deduction Methodology**

Dues shall be deducted bi-weekly. The deducted monies shall be remitted to Union's Financial Secretary within ten (10) working days of the last pay period of the month by direct deposit. Union will indemnify, defend, and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of Union dues.

The city shall provide an electronic spreadsheet report containing a list of all dues deductions. The report shall show the date of the deductions, and the total dues of the report period, broken down by employee, and shall be delivered no later than the last pay day of the month to the Union Financial Secretary and Treasurer.

The City shall provide a separate electronic spreadsheet report containing a list of all employees covered in the White Collar bargaining unit.

### **Section 5 - Payroll Deduction Authorization**

Upon receipt of a signed payroll deduction authorization (as shown in Appendix I of this Agreement), City shall deduct those Union dues certified by the signature on the card of the employee.

### **Section 6 - Revocation of Payroll Deduction Authorization**

A payroll deduction authorization may be revoked by an employee upon 30 days written notice to Union and City as contained in Florida State Statutes, Chapter 447, Section 447.303, as such Section may be amended. Any such revocation shall be on a signed form as shown in Appendix II

of this Agreement.

### **Section 7 - Transfer Between Units**

The Status Change form required for either a promotion or demotion will suffice as notice to the City for a change in Bargaining Units.

### **Section 8 - Non-Discrimination**

Members of the Bargaining Unit shall have the right to join Union and there shall be no discrimination against or intimidation of any employee because of that employee's membership or lack of membership in the Union, or because of an employee(s) holding office in the Union.

### **Section 9 - Union Rights Regarding Privatization**

In the event that City proposes to contract or subcontract (i.e., privatize) any work currently performed by bargaining unit employees, Union shall be notified of such proposal no less than thirty (30) calendar days prior to the City releasing any competitive solicitations regarding such privatization.

Union shall be entitled to submit a proposal in response to any City competitive solicitations soliciting vendors to perform work currently performed by unit employees. Union shall participate in any such competitive solicitations in accordance with City's policies and procedures.

Should any adjustment to the provisions of the Agreement be required by the acceptance of any Union proposal under this Section, Union and City hereby agree to re-open this Agreement for the sole and limited purpose of amending this Agreement in accordance with the terms of any Union proposal accepted under this Section.

## **Article 5** **Union Business**

### **Section 1 - Time Pool**

A time pool shall be created consisting of hours donated by Union dues paying members from their annual leave (see Article 11, Section 1 of this Agreement). Donations shall be credited at the rate of pay of each donor for hours credited; use shall be charged at the rate of pay of each recipient for hours charged. The time pool shall be allowed to accumulate from year to year.

Donations to the time pool shall be mandatory for all Union members. Each member shall contribute no less than two (2) hours of annual leave per year or such number of hours per year as determined by the Union President and ratified by each Union Division.

Donations to the time pool shall be from "Current Hours Earned" (as opposed to "Previous Hours Earned") and shall be considered part of a member's use of the minimum hours of annual leave required by Article 11, Section 1 of this Agreement.

Donations to the time pool shall be taken from the first (1st) bi-weekly payroll check to be received in January. Written notice of any change in the number of annual leave hours to be donated shall be provided to City by Union's President no later than December 1.

### **Section 2 - Negotiations**

Up to a maximum of three (3) members and an independent negotiator representing the "White Collar" Unit shall be allowed to participate in collective bargaining with City. Time spent in actual negotiations with City will not be deducted from the time pool provided in Section 1 of this Article or from the Annual Leave of the members participating in collective bargaining.

### **Section 3 - Union Stewards**

- (a) Union shall have the right to select Union members to serve as Union Stewards and Alternate Union Stewards as needed in each Division/Department.
- (b) Union shall provide City's Human Resources Director with a list of Union Stewards and alternate Union Stewards appointed under this Section and, thereafter, shall notify City's Human Resources Director in writing of any changes to such list within seven (7) to ten (10) business days of any changes.
- (c) Union Stewards and alternate Union Stewards shall be allowed a maximum of two (2) hours per week, if necessary, to conduct Union business. When a Union Steward, alternate Union Steward and Negotiating Committee member desires to use any time under this paragraph, he/she shall first notify and secure the approval of his/her supervisor. No more than two (2) Union Stewards plus the Union President will attend pre-disciplinary conferences.
- (d) Union Stewards or alternate Union Stewards shall investigate and process grievances without interfering with work production.
- (e) The Union President or his/her designee shall be allowed the time necessary to conduct official Union business when the City Manager or his/her designee, the City Attorney, or the Director of Human Resources requests the presence of the Union President or his/her designee.

## **Article 6** **Seniority**

### **Section 1 - City Seniority**

Each employee shall have City Seniority based on the employee's first (1st) day of current continuous full-time employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

### **Section 2 - Departmental Seniority**

Each employee shall have Departmental Seniority based on the employee's first (1st) day of current continuous full-time employment in his/her Department. For the purposes of this section current continuous full-time employment shall include all time while in a temporary upgrade status of thirty (30) consecutive calendar days or longer provided there is no break in service between the temporary upgrade status and the placement of the employee in the department permanently.

### **Section 3 - Classification Seniority**

Each employee shall have Classification Seniority based on the employee's first (1st) day of current continuous full-time employment in his/her classification. For the purposes of this section current continuous employment shall include all time while in a temporary upgrade status of thirty (30) consecutive calendar days or longer provided there is no break in service between the temporary upgrade status and the placement of the employee in the classification permanently.

### **Section 4 - Leave and Shift Preference**

Classification Seniority within a division shall be used for determining leave and shift preference as openings are made available except in those departments where the Union and City have mutually agreed to use classification seniority within a department. In the event that Classification Seniority in a specific classification is equal between or among employees, Departmental Seniority shall be used to determine the senior employee.

In the event that Classification Seniority and Departmental Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee. In the event that all of the above Seniorities are the same, the last four (4) digits of the employee's city badge shall be used to determine the senior employee. The employee with the lowest last four digits on their City ID badge shall be the senior employee.

Classification seniority shall include all previous accrued full-time service in a classification if the employee is placed in the classification as a result of an involuntary reduction of force or reclassification.

### **Section 5 - Initial Probation**

New employees shall be considered on probation for a period of six (6) months from their date of hire. During this time, City shall have the right to retain or to dismiss employees. Upon the expiration of this initial probation, an employee shall be deemed a regular employee and shall be credited with seniority from his/her date of hire.

With the concurrence of City's Human Resources Director, a Department Head may extend the initial probation by an additional period of six (6) months.

Employees whose initial probation is extended shall receive a probationary assessment. The assessment will be documented and placed in the employee's personnel file.

During their initial probation, employees who accept a new position shall have their initial probation period extended an additional six (6) months, or a consecutive total of twelve (12) months, whichever is less. The City shall have the right to dismiss the employee during this extended initial probationary period. Upon expiration of this extended initial probation, an employee shall be deemed a regular employee and shall be credited with seniority from his/her date of hire.

### **Section 6 - Probation Upon Promotion**

Promoted regular employees shall be considered on probation for a period of three (3) months from the date of promotion, during which time City shall have the right to retain the employee in the classification to which he/she was promoted or to return the employee to the classification from which he/she was promoted. If the employee's original classification is not available, the employee may be placed in a classification of equal pay grade to their former position and to which they are minimally qualified. If the employee returns to his/her original classification, no loss of departmental or classification Seniority will be incurred.

With the concurrence of City's Human Resources Director, a Department Head may extend the promotional probationary period by an additional period of three (3) months. Employees whose promotional probation is extended shall receive a probationary assessment. The assessment will be documented and placed in the employee's personnel file.

Laterally transferred regular employees shall not be required to serve any probationary period when transferred to another Department within the same classification.

### **Section 7 - Layoff and Recall**

- (a) City Seniority shall be used to determine layoffs, demotions due to layoffs, and recalls.
- (b) The employee with the least City Seniority in an affected classification within a Department shall be laid off first (1st). In the event City Seniority is equal between or among employees in an affected classification within a Department, Departmental Seniority shall be used to determine the senior employees. In the event City Seniority and Departmental Seniority are equal between or among employees in an affected classification within a Department, Classification Seniority shall be used to determine the senior employee. In the event that all of the above Seniorities are the same, the last four (4) digits of the employee's city badge shall be used to determine the senior employee. The employee with the lowest last four digits on their City ID badge shall be the senior employee.
- (c) A laid-off employee shall be allowed to displace ("bump") the junior employee in any White Collar bargaining unit classification with the same or lower pay grade citywide, provided that the laid-off employee meets the minimum qualifications of the position and capable of performing the work of the employee to be displaced.

- (d) Recall shall be in reverse order of layoff. No new employees shall be hired in affected classifications until all employees in those classifications on layoff have been offered an opportunity to return to work. The City reserves the right to modify the order of recall if it becomes necessary to maintain minimum staffing requirements in a specific discipline within a classification. The City also has the right to modify the order of recall, if necessary, based upon whether an employee possesses the necessary experience and license requirements to satisfy the position that is subject to recall. Recall rights do not apply for employees whose length of layoff exceeds eighteen (18) months.
- (e) For purposes of layoffs and recall, but not for any other purpose, departmental seniority shall be augmented for each year of qualified military service in accordance with Section 295.07, Florida Statutes, as amended, for preference in employment retention.

### **Section 8 - Loss of Seniority**

The seniority rights of an employee shall terminate upon:

- (a) Voluntary termination;
- (b) Retirement;
- (c) Termination for cause;
- (d) Layoff exceeding eighteen (18) months;
- (e) Failure to return from an authorized leave of absence within three (3) workdays of scheduled return date. However, nothing contained herein restricts lesser disciplinary actions;
- (f) Failure to notify City of the intent to return to work within five (5) workdays of the receipt of a certified letter of recall from layoff. Said recall certified letter shall inform the recalled employee of the requirement to notify City of his/her intent to return to work within five (5) workdays; or
- (g) Failure to report for work within ten (10) workdays from the receipt of a letter of recall from layoff

### **Section 9 - Public Safety Personnel Divisional Seniority**

Each employee shall have Divisional Seniority based on the employee's first (1st) day of current continuous employment in the Communications Division. Divisional Seniority shall be used for determining leave. In the event that Divisional Seniority is equal between or among employees, the employee's four (4) digit Police ID number shall be used to determine the senior employee.

## **Article 7**

## **Grievance Procedure**

### **Section 1 - Grievance Procedure**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, the parties agree that there shall be a procedure for the resolution of grievances arising from the application or interpretation of this Agreement or from the alleged failure to uniformly apply work rules. However, the work rules themselves shall not be grievable. Similarly, all employee yearly evaluations conducted under the City's Appraisal process shall be grievable only through Step 5 of the Grievance Procedure process.

Any and all disciplinary action taken against a regular employee or class of regular employees shall be for just cause and shall be subject to the grievance procedure. Oral counselings are not disciplinary action and are not subject to the grievance process.

**Grievances shall be processed as follows:**

#### **Step 1**

The aggrieved employee shall reduce his/her grievance to writing on a standard form (as shown in Appendix III of this Agreement) and present the written grievance to his/her immediate supervisor within fifteen (15) calendar days of the event causing the grievance or within fifteen (15) calendar days of when the aggrieved employee becomes aware of such event. The "Nature of grievance" must be specific, identifying the incident event and details and citing the section(s) and articles(s) of the contract which are being violated. The "adjustment desired" portion of the grievance must also be specific as possible, during Step 1, not just stating "Make Grievant Whole".

The immediate supervisor may seek the help of any other individual who may offer assistance or information which will aid in rendering a decision.

The immediate supervisor shall render a decision in writing within fifteen (15) calendar days from the date the grievance was presented to the immediate supervisor.

#### **Step 2**

If the grievance is not satisfactorily resolved at Step 1, the aggrieved employee shall present the written grievance to Union's Grievance Committee within fifteen (15) calendar days of the decision rendered at Step 1.

Union's Grievance Committee shall determine whether the grievance is valid and has merit. If Union's Grievance Committee finds the grievance invalid and/or without merit, no further action shall be taken by Union.

#### **Step 3**

If Union's Grievance Committee determines that the grievance is valid and has merit, Union shall present the written grievance to the aggrieved employee's Department Head within fifteen (15) calendar days of the receipt of the written grievance by Union's Grievance Committee. A copy of the grievance shall also be provided to the Human Resources Director at the time it is presented to the Department Head.

"Class action" grievances by Union shall be filed at this Step within fifteen (15) calendar days of

the event causing the grievance or within fifteen (15) calendar days of when Union becomes aware of such event. A copy of all class action grievances shall also be provided to the Human Resources Director at the time it is presented to the Department Head. All class action grievances must cite the classification(s) and/or the known individuals on whose behalf the grievance is being filed.

The Union may request a meeting to discuss the grievance or provide additional information regarding the grievance to the Department Head. The fifteen (15) calendar days for the Department Head's response will commence after the meeting with the Department Head or the date additional information is provided. If no meeting is held or no additional information is provided, then the Department Head or his/her designee shall render a decision in writing within fifteen (15) calendar days from the date the grievance was presented to the Department Head.

Should the Department Head or his/her designee choose to discuss the grievance with the aggrieved party, the aggrieved party shall be allowed Union representation if so requested by the aggrieved party.

#### **Step 4**

If the grievance is not satisfactorily resolved at Step 3, the written grievance shall be presented by the Union to the City Manager and to City's Human Resources Director within fifteen (15) calendar days of the decision rendered at Step 3.

The City Manager or the Assistant City Manager may seek the help of any other individual who may offer assistance or information which will aid in rendering a decision.

The Union may request a meeting to discuss the grievance or provide additional information regarding the grievance to the City Manager. The fifteen (15) calendar days for the City Manager's response will commence after the meeting with the City Manager or the date additional information is provided.

Should the City Manager or his/her designee choose to discuss the grievance with the aggrieved party, the aggrieved party shall be allowed Union representation if so requested by the aggrieved party. The City Manager or the Assistant City Manager shall render a decision in writing within fifteen (15) calendar days from the date the grievance was presented.

#### **Step 5**

Should the Union not agree with the decision at Step 4, the Union shall present the written grievance to the Director of Human Resources and request mediation within fifteen (15) calendar days of the decision rendered at Step 4. Upon receipt of the Union's request for mediation, the Director of Human Resources shall, within fifteen (15) calendar days, notify the Federal Mediation and Conciliation Service, Region 3A of the United States Government for immediate Grievance Mediation Program. Notwithstanding the above, the union and management may mutually agree to waive Step 5.

#### **Arbitration**

If the grievance is not satisfactorily resolved through the mediation process in Step 5, Union may give notice of intent to arbitrate within fifteen (15) calendar days of the decision rendered at Step 5. The notice must be served upon City's Human Resources Director and concurrently filed with the Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators.

An arbitrator shall be selected from the panel by the alternate striking of names with the party making the first strike to be determined by the toss of a coin. Either party shall have the opportunity to reject one (1) panel of arbitrators in its entirety.

The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement as alleged in the grievance. The decision of the arbitrator shall be based upon the evidence and arguments presented. The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the hearing. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted. Findings of the arbitrator made in accordance with the jurisdictional authority of this Article shall be final and binding on both parties.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the Agreement's application will depend. The arbitrator shall not have the authority to decide any issue not submitted by the parties, nor to interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

The costs for the services of the arbitrator, as well as the reasonable attorney's fees of the prevailing party, shall be paid by the losing party as determined by the arbitrator. In the event of a compromise decision by the arbitrator (i.e., neither party prevails on all issues), the costs for the services of the arbitrator shall be shared equally by the parties. The arbitrator shall have the authority to determine the reasonableness of any attorney's fees claimed. A party desiring a transcript of the arbitration hearing shall be responsible for the costs of such transcript.

## **Section 2 - General Provisions**

- (a) During his/her initial probation (see Article 6, Section 4), an employee shall have the rights of the grievance procedure excluding disciplinary actions and only through step 4.
- (b) Time limits in this Article may be lengthened or shortened by the agreement of the parties. The parties agree that if the fifteenth (15) calendar day during any grievance step falls on a weekend, City holiday, or a day in which City Hall is closed, the grievance will be extended until the next business day.
- (c) If the fifteen (15) calendar daytime limit for a grievance response is not met at Step 1, Step 3, or Step 4, it shall be assumed that the response is in the negative and the next step in the grievance procedure shall be instituted.

## **Article 8**

## **Hours of Work**

### **Section 1 - Work Week**

A "work week" shall consist of seven (7) days beginning at 12:00 A.M. on Saturday and ending at 11:59 P.M. on the following Friday.

### **Section 2 - Working Day**

The terms "working day" and "working days" as used in this Agreement are meant to count the number of days in which work shall be performed and shall refer to the period beginning during a morning shift, evening shift, or night shift excluding the holidays listed in Article 11, section 2 of this agreement.

A morning shift is defined as beginning between the hours of 4:01AM and 2:59 PM. An evening shift is defined as beginning between 3:00PM and 10:00PM.

A night shift is defined as beginning between 10:01PM and 4:00AM.

### **Section 3 - Regular Work Schedule**

Each employee shall have an established regular work schedule which shall consist of forty (40) hours to be worked on five (5) days of eight (8) consecutive hours or four (4) days of ten (10) consecutive hours inclusive of breaks and exclusive of an unpaid meal period. Any change in schedule shall be made known to the employee at least seven (7) days prior to the start of the work week in which the work is to be performed.

### **Section 4 - Break Periods**

Employees shall receive a thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks daily. Employees may opt for a combined sixty (60) minute meal period daily within the forty (40) hour work week upon mutual agreement with their supervisor. In divisions where front counter hours require nine-hour staffing to serve the public, management and employees can mutually agree to institute a sixty (60) minute unpaid meal period and two (2) fifteen (15) minute paid breaks daily. Certain employees as defined by existing department work rules shall not be required to take an unpaid meal period.

### **Section 5 - "4/10" Work Schedule**

City and Union must mutually agree to either commence or terminate a "4/10"-regular work schedule comprised of four (4) ten (10) hour workdays within a work week where the "4/10" regular work schedule is department or division wide or is in effect uniformly for an operational work unit. Employees assigned to a "4/10"- regular work schedule shall be paid ten (10) hours at their regular rate for each of the holidays listed in Article 11, Section 2 of this Agreement.

### **Section 6 - Public Safety Personnel Work Schedule**

- (a) As determined by the Chief of Police, some police department employees may work a fourteen (14) calendar day work cycle of eighty (80) hours, consisting of six (6) twelve (12) hour days and one (1) eight (8) hour day, including the continuation of existing meal breaks.
- (b) Notwithstanding Paragraph (a) of this Section, the Police Chief may alter the work schedule of department employees if he/she believes that a schedule change is in the best interest of the Police Department.
- (c) Public Safety Personnel employees shall be paid twelve (12) hours at their regular rate of pay for each holiday listed in Article 11, Section 2.
- (d) Employees in the Public Safety Personnel may trade shifts upon completion of a Shift Trade Request form and upon approval of the Communications Manager or his/her designee. The Shift Trade Request form must be signed by both the requesting and accepting employee prior to being submitted for approval. The employee who accepts the shift trade shall be held responsible for the scheduled work hours as indicated on the Shift Trade Request form.

### **Section 7- Flex Time**

Full time employees who request to "flex" their work schedule may do so by mutual agreement with their Supervisor. Any flex schedule lasting a year or longer must be mutually agreed to in writing between the employee and supervisor.

## **Article 9**

### **Overtime Pay and Compensatory Leave**

#### **Section 1 - Normal Rate**

"Normal rate" is defined as an employee's base straight-time rate of pay per hour with no additional hourly premiums included.

#### **Section 2 - Regular Rate**

"Regular rate" is defined in accordance with the Fair Labor Standards Act 29 U.S.C. 201-219. "Regular rate" is the hourly rate (normal rate plus hourly premiums) paid to the employee for the normal, non-overtime workweek. The regular hourly rate of pay of an employee is determined by dividing his total remuneration for employment (except statutory exclusions) in any workweek by the total number of hours actually worked in that workweek for which such compensation was paid.

#### **Section 3 - Overtime Pay**

For employees who are non-exempt, one and one-half (1-1/2) times an employee's regular rate shall be paid for all hours worked in excess of forty (40) hours in a work week. Any hours for which pay is received shall be considered "hours worked" in calculating overtime pay. An employee's work schedule shall not be changed solely to avoid the payment of overtime pay. Employees who work overtime may opt for Compensatory Leave.

#### **Section 4 - Emergency Pay**

The intent of this Section is to set up special compensation provisions for employees who work during an "emergency." "Emergency" shall include, but not be limited to, natural disasters such as hurricanes, flood, storms, etc. as declared by City Council or its designee. "Emergency" shall also include any period of time during which the City Council or its designee has suspended normal working hours of the City.

"Emergency" shall not include the COVID-19 and future medical pandemics for the purpose of this Article.

Non-exempt employees who are required to work during an emergency will be compensated for the time worked during said emergency at two times their normal rate of pay. Non-Exempt employees who are not requested to work during emergencies shall be compensated for their regularly scheduled hours during the time of the emergency. All hours worked during the emergency will be counted towards determining the total hours worked in a work week. All hours worked in excess of forty (40) hours during a work week that contained an emergency, shall be paid at one and one-half (1-1/2) times the employee's regular rate.

Exempt employees who are not requested to work during emergencies shall be compensated for their normal forty (40) hour work week.

When City Hall is closed during a declared emergency, exempt employees who are requested to work during the declared emergency shall earn additional compensation for the first eight (8) hours worked per day. Additional compensation is pay in the amount of two times the normal rate of pay and is in lieu of the normal rate of pay. The additional compensation may only be earned on Monday

through Friday. The maximum amount of additional compensation earned on any single calendar day during the declared emergency is eight (8) hours. The maximum amount of additional compensation permitted to be earned per declared emergency when City hall is closed is twenty-four (24) hours. For all hours worked when an employee is not eligible for additional compensation, exempt employees shall be paid their normal rate of pay.

Any compensation beyond the employee's regular wages that is owed to an employee for work performed during a declared city emergency shall be paid as soon as practicable but in no event shall the payment be delayed for more than two (2) pay periods.

### **Section 5 - Assignment of Overtime**

- (a) Overtime opportunities shall be offered to the incumbents of an affected classification in order of classification seniority. Management and the Union may agree to combine classifications for the purpose of establishing an overtime rotation and classification seniority.
- (b) Each City Division shall post a record of the assignment of overtime opportunities. This record shall consist of a seniority list for an affected classification and shall include when overtime was offered and whether the employee accepted, refused, was on duty, was on leave, or could not be contacted (i.e., there was no answer or an answering machine).
- (c) If an employee refuses an overtime opportunity, he/she shall not be offered another overtime opportunity until every other employee on the classification's overtime list has been offered an overtime opportunity.
- (d) If an employee refuses an overtime opportunity, City may require the least senior employee in the affected classification who is not on duty, or who is not on leave, to work the overtime being offered.
- (e) In situations deemed by City Council to be emergencies, City shall have the right to require overtime work of any employees.
- (f) If an employee requests a meeting with a supervisor during off work hours, that employee may not be compensated outside requests his/her work period. If the employee is asked to meet with his/her supervisor, and the meeting is scheduled by the supervisor during an off-work time, the employee will be entitled to overtime pay for the period of the meeting.
- (g) All employees who are called in to work overtime and report to a work location are to be paid overtime a minimum of two (2) hours even if the time actually worked is less than two (2) hours. Employees who are not assigned stand-by and who receive work related phone calls outside of their regular work hours will be compensated for the length of the phone call rounded to the nearest fifteen (15) minutes except for "de minimis" calls that are infrequent and last an insignificant time.

In geographically separated divisions, overtime opportunities shall be assigned to employees in their respective areas in order of classification seniority.

### **Section 6 - Court/Board Appearances**

All City Employees who are required to appear in court or before the Code Enforcement Board on behalf of the City shall be paid overtime pay for any hours that they may be required to report to work prior to the start of their scheduled workday or after the conclusion of their scheduled workday.

### **Section 7 - Subpoenas**

The provisions of Section 48.031, Fla. Stat. will apply to the receipt, by the City, of witness subpoenas for City employees. Employees who have been subpoenaed shall provide a copy for their supervisor their next day of work.

### **Section 8 - Compensatory Time**

For employees who are non-exempt and where there is mutual agreement between an employee and their immediate supervisor, compensatory leave time may be given in lieu of overtime compensation, earned as outlined in *Section 3 - Overtime* of this article.

Employees cannot accumulate more than forty (40) hours of compensatory time at any given time, eighty (80) hours for Communications Division employees, Special Events Division employees or those Parks and Recreation employees designated by the Parks and Recreation Director. Once an employee reaches their maximum hours in his/her leave bank, any remaining overtime hours will be paid in accordance to *Section 3 - Overtime* and is not eligible to be converted to compensatory time. Compensatory leave time that is not used at the time of an employee's termination from employment shall be paid out at the hourly rate being earned at the time of termination.

### **Section 9 - Assignment of Overtime - Communications Division**

Scheduled overtime shall be filled utilizing the appropriate overtime wheel. If the Division is unsuccessful in filling the shift with a voluntary overtime wheel, then they shall utilize the on-call employee list to fill the shift. If the shift is still unfilled after using the voluntary overtime wheel and the on-call list, then the Division shall utilize the mandatory overtime wheel.

Unscheduled overtime shall be filled utilizing the on-call list. If the on-call employee has exceeding the Departments maximum number of hours worked in a day, the Division shall utilize the voluntary overtime wheel. If the shift is still unfilled after using the voluntary overtime wheel and the on-call list, then the Division shall utilize the mandatory overtime wheel

- (a) Overtime opportunities shall be offered to the incumbents of an affected classification(s) in order of divisional seniority in the Communications Division.
- (b) The Division shall post a record of the assignment of overtime opportunities. This record shall consist of a seniority list for an affected classification(s) and shall include when overtime was offered and whether the employee accepted, refused, was on duty, was on leave, or could not be contacted (i.e., there was no answer or an answering machine).
- (c) If an employee refuses an overtime opportunity, he/she shall not be offered another overtime opportunity until every other employee on the division's overtime list has been offered an overtime opportunity.
- (d) If the Division is unable to fill the overtime opportunity as described in Sect. 10 (a), (b), (c), then the Division will utilize a mandated overtime list in accordance with divisional practices.
- (e) In situations deemed by City Council to be emergencies, City shall have the right to require overtime work of any employees.

- (f) If an employee requests a meeting with a supervisor, that employee will not be compensated outside his/her work period. If the employee is asked to meet with his/her supervisor, and the meeting is scheduled by the supervisor during an off-work time, the employee will be entitled to overtime pay for the period of the meeting.
- (g) All employees who are called into work overtime are to be paid that overtime a minimum of two (2) hours even if the time actually worked is less than two (2) hours.

An employee who fails to comply with a directive to work mandated overtime, in accordance with Section 10 (d) may be subject to discipline.

## **Article 10** **Wages**

### **Section 1 - Pay Grade Step Plan**

The City shall maintain a fifteen (15) step plan in accordance with the attached exhibit A and B entitled "General Employee Step Plan" and "IT Structure General Employee Step Plan". All pay ranges of the employees in the bargaining unit shall be included in the step plan.

### **Section 2 - Pay**

Increases within pay range or lump sum payments shall only take place if employee has achieved at least an overall "operational standard" rating on their annual performance evaluation. The most current evaluation in the employee's personnel file will be utilized.

### **Fiscal Year 2022**

Effective October 2, 2021, the General Employee step plan shall be adjusted upward by three point two five percent (3.25%), as identified in exhibit A. All employees shall maintain their range penetration and shall see no step progression. Employees who retire from the City between October 2, 2021 and the date of contract ratification shall be paid any applicable base pay retro.

### **Fiscal Year 2023**

Effective October 1, 2022, all bargaining unit employees shall advance one step within their pay range provided it does not exceed the maximum step in their pay range. Employees who do not receive a step advancement because they are at the maximum step in their pay range shall receive a one-time lump sum amount equal to three point two five percent (3.25%) of their base pay; this payment shall be made by the end of December.

### **Fiscal Year 2024**

Effective October 14, 2023, all bargaining unit employees shall advance one step within their pay range provided it does not exceed the maximum step in their pay range. Employees who do not receive a step advancement because they are at the maximum step in their pay range shall receive a one-time lump sum amount equal to three point two five percent (3.25%) of their base pay; this payment shall be made by the end of December.

### **Section 3 - Critical Skills**

From time to time, employment conditions and growth may impact recruitment and retention of certain employees of the City. The City may provide a Critical Skills increase up to five percent (5%) for those employees whose jobs have proven to be difficult to retain or those employees whose retention would be to the benefit of the City. This increase may only be given to an employee once in the Contract period. The Union shall be notified when a Critical Skills increase is awarded. This Critical Skills increase is available to all employees within the White Collar Unit.

### **Section 4 - Incentive Pays**

- (a) Union and the City agree that the tele-communicators who are APCO Certified, or hold a certification issued by another certifying agency as determined and approved by the Police Department, shall be paid forty dollars (\$40.00) bi-weekly. Further, 911 Operators who are APCO Certified, or hold a certification issued by another certifying agency as determined and approved by the Police Department, shall be paid forty dollars (\$40.00) bi-weekly. The two certifications may not be combined.

- (b) Incumbents in the Utilities Programmer Operator classification who hold a Water Operator or Wastewater Operator License shall be paid twenty-five (\$25.00) dollars bi-weekly so long as they maintain an "A" Level Certification and continue to use it.
- (c) There are a number of classifications which require licensing and or certifications in excess of the basic requirements of the Job Description as authorized by the Department Director.
  - An employee required to have one (1) additional license or certification shall receive an extra fifteen dollars (\$15.00) bi-weekly.
  - An employee required to have two (2) additional licenses or certifications shall receive an extra twenty (\$20.00) bi-weekly.
  - An employee required to have three (3) additional licenses or certifications shall receive an extra twenty-five (\$25.00) bi-weekly.

Employees who have or obtain additional licenses or certifications not required by the employee's Department, Area or Division in addition to those incorporated in his or her job description shall not be compensated.

Active valid Licenses and/or Certifications must be on file in the Human Resources Department for incentives to be paid.

### **Section 5 - Stand-By Pay**

Employees who are assigned to stand-by and required to respond to emergency calls shall be paid as follows:

- Employees who are on stand-by during a regular work weekday shall be paid one (1) hour for each day on stand-by status.
- Employees who are on stand-by on a Saturday shall receive two (2) hours for each Saturday on stand-by status.
- Employees who are on stand-by on a Sunday shall receive three (3) hours for each Sunday on stand-by status.
- Employees who are on stand-by on a Holiday shall receive three (3) hours for each Holiday on stand-by status.

### **Section 6 - Temporary Upgrade**

- (a) A Department Head may temporarily transfer an employee to another classification with a higher pay grade under the following conditions:

The position temporarily being filled is an authorized budgeted position; and

The position temporarily being filled is vacant or the employee occupying such position is absent from duty (such as for city business, jury duty, bereavement, etc.) for a period of one (1) or more workdays based on the absent employee's normal schedule.

Holidays will be included in work week temporary upgrade calculations if the employee has been designated to perform duties on that holiday normally performed by the absent employee.

- (b) Employee(s) who are temporarily assigned to a classification with a higher pay grade which meets both requirements in subsection (a) for one (1) workday or longer shall be paid a five percent (5%) increase per pay grade maximum ten percent (10%) in their regular rate or the minimum of the classification to which they are temporarily assigned, whichever is greater.
- (c) Such payment shall be retroactive to the first (1st) day of the temporary upgrade.
- (d) The rate of pay for an employee who is temporarily transferred to another classification shall not be less than the minimum or more than the maximum of the Pay Grade into which he or she is temporarily transferred.
- (e) Non-exempt employees who are temporarily upgraded to an exempt position shall not receive a paid lunch.
- (f) Employees temporarily upgraded to a position in a different pay structure shall receive a rate of pay as follows:
  - 1. If there is a 10% or more differential between the minimum salary of the employee's current position and the minimum salary of the position temporarily upgraded to:
    - The employee shall receive the greater of 10% or the regular rate of pay or the minimum of the classification to which they are temporarily assigned, whichever is greater.
  - 2. If there is less than a 10% difference between the minimum salary of the employee's current position and the minimum salary of the position temporarily upgraded to:
    - The employee shall receive the greater of 5% of their regular rate of pay or the minimum of the classification to which they are temporarily assigned, whichever is greater.

### **Section 7 - Shift Differential**

Employees who are assigned to or work the majority of their straight time work hours on the evening shift shall be entitled to an additional one dollar (\$1.00) per hour for hours worked on this shift.

Employees who are assigned to or work the majority of their straight time work hours on the night shift shall be entitled to an additional two dollars (\$2.00) per hour for hours worked on this shift.

An evening shift is defined as a shift beginning between the hours of 3:00 pm and 10:00 pm. A night shift is defined as a shift beginning between the hours of 10:01 pm and 4:00 am.

### **Section 8 - Lateral Transfers**

Regular employees may request and accept lateral transfers within a classification without loss of pay and City or classification seniority. Should the transfer be within the same Department, no loss of Departmental Seniority shall be incurred.

### **Section 9 - Blood Borne Pathogens Pay**

Employees assigned to the Forensic/Evidence unit of the Police Department whose duties require them to handle contaminated items shall be paid ten dollars (\$10.00) bi-weekly.

### **Section 10 - Retroactive Payments to Employees**

The City shall only reimburse an individual for monies owed to the employee due to his or her employment with the City for the two (2) year period immediately preceding the discovery of the pay error.

### **Section 11 - Repayment to City**

The City shall only recoup monies erroneously paid to an individual due to his employment with the City for the two (2) year period immediately preceding the discovery of the pay error.

### **Section 12 – Bilingual Recognition**

A bilingual stipend of twenty-five (\$25.00) monthly shall be paid to Public Services Aides and employees in the Public Safety Communications Center of the Police Department who pass a language competency test approved by the Police Chief and whose position is designated as eligible for bilingual proficiency. Designation of the positions and number of employees required to provide bilingual services is at the sole prerogative of the Police Chief and is based on the operational and staffing needs of the Public Safety Communications area.

Compensation will be discontinued once an employee's participation is no longer authorized by the Police Chief, the employee withdraws from consideration, or the Police Chief no longer designates an operational need.

**GENERAL EMPLOYEE STEP PLAN**

≈ 3.25% Change in Each Step

Exhibit A

GRADE	% Diff between Grades	Effective October 2, 2021														
		STEP 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
7		14.39	14.87	15.34	15.85	16.37	16.89	17.44	18.01	18.60	19.19	19.82	20.46	21.14	21.82	22.53
8	5.07%	15.12	15.61	16.12	16.63	17.18	17.74	18.32	18.91	19.52	20.15	20.82	21.49	22.19	22.91	23.65
9	4.96%	15.87	16.39	16.92	17.47	18.04	18.63	19.23	19.85	20.50	21.17	21.85	22.56	23.29	24.06	24.83
10	4.98%	16.66	17.20	17.77	18.35	18.94	19.56	20.19	20.85	21.53	22.22	22.94	23.70	24.46	25.25	26.08
11	5.04%	17.50	18.07	18.66	19.26	19.89	20.54	21.20	21.89	22.60	23.33	24.09	24.87	25.69	26.51	27.38
12	4.97%	18.37	18.97	19.59	20.23	20.88	21.56	22.26	22.98	23.73	24.50	25.30	26.12	26.97	27.85	28.74
13	5.01%	19.29	19.92	20.57	21.24	21.92	22.63	23.38	24.13	24.91	25.73	26.57	27.42	28.32	29.24	30.19
14	5.03%	20.26	20.92	21.59	22.29	23.02	23.77	24.54	25.34	26.16	27.01	27.89	28.80	29.74	30.70	31.70
15	4.99%	21.27	21.96	22.67	23.41	24.17	24.96	25.77	26.61	27.47	28.36	29.28	30.23	31.22	32.23	33.28
16	4.98%	22.33	23.06	23.81	24.58	25.38	26.20	27.05	27.94	28.85	29.78	30.75	31.75	32.78	33.85	34.95
17	5.02%	23.45	24.21	25.00	25.81	26.65	27.52	28.40	29.33	30.28	31.27	32.29	33.34	34.42	35.54	36.70
18	5.03%	24.63	25.42	26.25	27.10	27.98	28.89	29.83	30.80	31.80	32.83	33.90	35.00	36.14	37.31	38.52
19	4.95%	25.85	26.69	27.56	28.46	29.38	30.33	31.33	32.34	33.39	34.48	35.60	36.76	37.94	39.18	40.45
20	4.99%	27.14	28.02	28.94	29.88	30.85	31.85	32.89	33.96	35.06	36.20	37.38	38.59	39.84	41.13	42.48
21	5.01%	28.50	29.43	30.39	31.37	32.39	33.44	34.53	35.65	36.81	38.01	39.25	40.52	41.84	43.20	44.60
22	5.02%	29.93	30.90	31.90	32.94	34.01	35.12	36.26	37.44	38.66	39.91	41.21	42.55	43.93	45.36	46.83
23	4.98%	31.42	32.44	33.49	34.59	35.71	36.87	38.07	39.31	40.59	41.91	43.26	44.68	46.12	47.62	49.17
24	5.03%	33.00	34.06	35.18	36.31	37.50	38.72	39.98	41.27	42.61	44.01	45.43	46.91	48.43	50.00	51.64
25	4.97%	34.64	35.77	36.93	38.13	39.37	40.65	41.97	43.33	44.75	46.20	47.70	49.25	50.85	52.50	54.22
26	4.99%	36.37	37.56	38.78	40.04	41.34	42.68	44.07	45.50	46.98	48.51	50.09	51.72	53.39	55.14	56.92
27	5.00%	38.19	39.44	40.72	42.04	43.41	44.82	46.28	47.78	49.33	50.93	52.60	54.30	56.06	57.88	59.77
28	5.00%	40.10	41.41	42.76	44.14	45.57	47.06	48.59	50.17	51.80	53.48	55.22	57.01	58.87	60.78	62.76
29	5.01%	42.11	43.48	44.89	46.35	47.86	49.42	51.02	52.68	54.39	56.16	57.99	59.86	61.82	63.82	65.89
30	4.99%	44.21	45.66	47.13	48.67	50.25	51.88	53.57	55.31	57.11	58.97	60.88	62.86	64.90	67.01	69.19
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

**IT STRUCTURE GENERAL EMPLOYEE STEP PLAN**

≈ 3.18% Change in Each Step

Exhibit B

GRADE	% Diff between Grades	STEP										Effective October 2, 2021				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
IT01		24.29	25.07	25.86	26.69	27.54	28.41	29.31	30.24	31.21	32.20	33.23	34.28	35.37	36.50	37.66
IT02	5.01%	25.51	26.33	27.17	28.02	28.92	29.84	30.79	31.76	32.77	33.81	34.89	36.00	37.15	38.33	39.53
IT03	4.98%	26.78	27.63	28.52	29.42	30.36	31.33	32.32	33.35	34.40	35.50	36.63	37.79	39.00	40.24	41.52
IT04	5.01%	28.13	29.02	29.94	30.89	31.87	32.90	33.94	35.01	36.13	37.27	38.46	39.69	40.95	42.25	43.59
IT05	4.99%	29.53	30.47	31.44	32.44	33.47	34.54	35.63	36.77	37.93	39.14	40.38	41.67	42.99	44.36	45.77
IT06	5.00%	31.01	31.99	33.01	34.06	35.15	36.26	37.42	38.61	39.83	41.09	42.40	43.75	45.14	46.58	48.05
IT07	5.99%	32.85	33.90	34.98	36.09	37.23	38.42	39.64	40.91	42.21	43.55	44.93	46.36	47.84	49.35	50.94
IT08	7.01%	35.17	36.28	37.44	38.63	39.85	41.12	42.44	43.78	45.17	46.61	48.09	49.62	51.20	52.83	54.51
IT09	6.99%	37.62	38.82	40.05	41.33	42.64	43.99	45.40	46.84	48.33	49.87	51.45	53.09	54.77	56.52	58.33
IT10	8.01%	40.64	41.93	43.26	44.65	46.06	47.53	49.03	50.59	52.20	53.87	55.58	57.35	59.17	61.05	62.98
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

**Article 11**  
**Leave**

**Section 1 - Annual Leave**

- (a) Employees shall accrue annual leave as follows:

Years of Continuous Service	Accrual Hours per Year	Accrual Hours per Month
Five (5) Years (59 months) or less	200.04	16.67
Beginning Year Six (6) to Ten (10) Years (60 - 119 months)	240.00	20.00
Beginning Year Eleven (11) Years (120 months)	248.64	20.72
Beginning Year Twelve (12) Years (132 months)	256.32	21.36
Beginning Year Thirteen (13) Years (144 months)	264.00	22.00
Beginning Year Fourteen (14) Years (156 months)	272.64	22.72
Beginning Year Fifteen (15) Years (168 months)	280.32	23.36

Employees with less than five (5) years (59 months) of continuous service will be credited with 25 days of annual leave per fiscal year. This leave will be accrued by each employee at the rate of 2.09 days (16.67 hours) per month.

- (b) Required use of annual leave.

Employees with less than five (5) years (59 months) of continuous, full-time service who have accrued 400 hours of leave at the beginning of a fiscal year must use a minimum of 80 hours of annual leave per fiscal year. Employees who have accrued less than 400 hours of leave at the beginning of the fiscal year, but who reach the 400-hour limit during that year shall be required to use a certain number of hours of that leave during that year. The number of hours used shall be based on a prorated amount of the minimum use hours listed above.

Employees beginning their sixth (6th) year (60 months) of continuous service and less than ten (10) years (119 months) of continuous service will be credited with 30 days of annual leave per fiscal year. This leave will be accrued by each employee at the rate of 2.50 days (20.00 hours) per month.

Employees beginning their eleventh (11<sup>th</sup>) year (120 months) of continuous service will accrue 2.59 days (20.72 hours) per month;

Employees beginning their twelfth (12<sup>th</sup>) year (132 months) of continuous service will accrue 2.67 days (21.36 hours) per month;

Employees beginning their thirteenth (13<sup>th</sup>) year (144 months) of continuous service will accrue 2.75 days (22.00 hours) per month;

Employees beginning their fourteenth (14<sup>th</sup>) year (156 months) of continuous service will accrue 2.84 days (22.72 hours) per month;

And employees beginning their fifteenth (15<sup>th</sup>) year (168 months) or more years of continuous service will accrue 2.92 days (23.36 hours) per month.

Employees with 60 months or more continuous, full-time service who have accrued 400 hours of leave at the beginning of a fiscal year must use a minimum of 120 hours of annual leave per fiscal year. Employees who have accrued less than 400 hours of leave at the beginning of the fiscal year, but who reach the 400 hour limit during that year shall be required to use a certain number of hours of that leave during that year. The number of hours used shall be based on a prorated amount of the minimum use hours listed above.

- (c) An employee who fails to use the minimum annual leave for a fiscal year shall forfeit any unused minimum hours as of September 30.
- (d) If an employee does not have 400 hours in his/her bank as of September 30<sup>th</sup>, all remaining hours of annual leave accrued during the fiscal year shall be transferred to the employee's leave bank.
- (e) As of September 30<sup>th</sup> of each year, an employee shall be paid for all remaining hours of annual leave (in excess of 400 hours) at his/her hourly rate of pay after fulfilling both provisions below:
  - (1) The employee has in excess of 400 hours in his/her leave bank and has used or forfeited the required minimum annual leave for the fiscal year.
  - (2) The employee has completed two years of continuous service with the City.

This payment shall be made by the end of December.

- (f) Upon retirement, resignation, termination or death, any accrued annual leave eligible to be paid will be credited to the employee's earnings in the City's Pension Plan (see Article 12, Section 2) and paid to the employee in accordance with Florida Statute Section 112.66. Accrued annual leave paid for the last month worked will be prorated based on the number of days worked in that month.
- (g) An employee who is terminated during their initial probationary period shall not receive payment for any unused leave.
- (h) Annual leave that is requested and approved prior to the day on which it is taken shall be considered scheduled leave. Annual leave that is requested on the day on which it is to be taken shall be considered unscheduled leave. In the event of unscheduled leave, an employee must notify his/her supervisor before the beginning of the scheduled workday or in accordance with applicable departmental rules and regulations.
- (i) When an employee has used three (3) or more consecutive days of unscheduled annual leave, the employee will be required to submit a medical certificate to be paid for the use of said annual leave.
- (j) When an employee has been absent for three (3) or more consecutive days without

notification to their supervisor and / or on an approved leave through Human Resources, it may be considered a voluntary resignation.

- (k) During a declared emergency, if City Hall remains open, employees must use their own time off (annual leave, compensatory time, etc.). The approval process, as detailed in Section 1 of this article, must be followed. If City Hall is closed, employees will be paid closure pay and their own time off (annual leave, compensatory time, etc.) will not be used.

## **Section 2 - Holidays**

Water or wastewater employees scheduled to work on actual Christmas Day shall choose between Holiday-pay being applied on that actual day or for the City observed Christmas Day.

The following holidays shall be observed as paid holidays by the City:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	Other Days Approved by City Council

## **Section 3 - Funeral Leave**

Employees shall be granted five (5) scheduled working days of leave with pay for each death in the immediate family. Such leave shall not be deducted from the employee's accrued annual leave.

For purposes of this section, *FAMILY* includes an employee's spouse or registered domestic partner, as well as the children, parents, siblings, grandchildren, grandparents, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law of the employee, employee's spouse or registered domestic partner, any person over whom the employee, employee's spouse, or registered domestic partner serve as the legal guardian, and any person who serves as the legal guardian over an employee, employee's spouse, or registered domestic partner. Any generation of the relationship (i.e., great grandparent, or great great-grandparent), and step relative and half relative of a relationship named above (i.e., stepsister or half-sister) shall be considered *FAMILY* of the employee, employee's spouse, or registered domestic partner.

Upon the City's request, an employee requesting bereavement leave may be required to furnish proof of death, date of burial and relationship.

To be considered a registered domestic partner for purposes of this section, the employee must register the domestic partnership with the City and identify the domestic partner in accordance with City policy.

#### **Section 4 - Jury Duty**

Employees shall be granted leave with pay for all scheduled hours on any scheduled workday on which they are summoned for jury duty, not to exceed the number of hours in the employee's normal workday.

Employees summoned for jury duty shall not be required to report for work if their jury duty commences two (2) hours or less after the start of their scheduled workday.

Employees shall be required to report for work within one (1) hour of being released from jury duty if there are two (2) or more hours remaining in their scheduled workday.

#### **Section 5 - Military-Related Leave**

The City will comply with all applicable federal, state and City ordinances, laws, rules, regulations, and standard operating procedures relating to military and/or National Guard related leave, including but not limited to leave for training or active service.

#### **Section 6 - Leave Without Pay**

- (a) For good and sufficient reasons in the best interests of City, and with the approval of the employee's Department Head, City's Human Resources Director and the City Manager, employees may be granted leave without pay for a period not to exceed six (6) calendar months.
  
- (b) For good and sufficient reasons in the best interests of City, and with the approval of the employee's Department Head and City's Human Resources Director, employees may be granted leave without pay for a period not to exceed fifteen (15) working days in any single calendar year.

#### **Section 7 - Leave Sharing**

Annual leave may be shared between City's non-probationary Regular Employees (including the employees covered by this Agreement) in accordance with City Administrative Regulations regarding Leave Sharing. Leave sharing can be donated in increments of one (1) hour or more.

#### **Section 8 - Leave Selection for Communications Division**

A round-robin leave selection process begins the first full week of January based on divisional seniority; individuals will be allowed to select up to 80 hours in the first round, up to 80 hours in the second round; and an unlimited amount of hours in the third round, as long as that employee has the hours in their bank at the time the leave is selected.

**Article 12**  
**Benefits**

**Section 1- Benefits**

- (a) The City shall bear the cost of health, life, accidental death and dismemberment (AD&D), and long-term disability (LTD) benefits for each current employee. The employee shall be responsible for paying 100% of the health insurance premium for any dependent coverage elected. Retirees will be provided retirement benefits, as set forth in the Retirement Plan.

Benefit eligible employees and retirees can elect to opt out of the City's group health insurance plan and receive an opt-out payment from the City equal to one hundred sixty dollars (\$160.00) paid monthly and considered taxable income. To opt-in or opt-out is available during open enrollment or a qualifying event per Section 125 plan. Those who elect the opt-out payment will be considered participants in the City's group health plan and can reenroll in the City's group health plan in accordance with eligibility rules.

- (b) Employees, whose date of employment is before October 1, 2003, Tier One (1) shall be entitled to group health and life benefits upon retirement from the City, only if they have been continuously employed by the City for more than five (5) years. In order to participate in the City's group health benefits program, retirees, and employees, who retire pursuant to this Section, must sign up for coverage under Medicare Parts A and B as soon as they become eligible. In addition to paying the cost of retiree group health and life benefits, the City shall provide a monthly Medicare subsidy to retirees covered under this Section equal to the cost of Medicare Part B coverage. Employees, who become eligible to retire pursuant to this Section, shall also be entitled to group life benefits equal to twice the amount of their annual base salary at the time of retirement from the City.
- (c) In lieu of receiving paid City group health insurance, bargaining unit employees whose date of employment is after October 1, 2003, but before February 1, 2022, Tier Two (2), shall be entitled to receive a health benefit subsidy from the City upon retirement to assist in offsetting the cost of health insurance for the retiree, whether the retiree receives insurance through the City's group policy or through another individual or group health policy only if they have been continuously employed by the City for more than ten (10) years. Proof of other individual or group coverage must be provided annually up until they become Medicare eligible.

The amount of the subsidy shall be determined by multiplying the employee's years of service at retirement times thirteen dollars and fifty-three cents (\$13.53) as of January 1, 2022. The minimum monthly subsidy provided to retirees shall be one hundred and thirty-five dollars and thirty cents (\$135.30) and the maximum monthly subsidy shall be four hundred five dollars and ninety cents (\$405.90). On January 1 of each year thereafter, the monthly subsidy amount and the minimum and maximum monthly subsidy shall be adjusted by the same percentage as the increase, if any, in the City's group health benefit cost. In the event the City's group health benefit cost does not increase in any given year, then the monthly subsidy amount and the minimum and maximum subsidy amounts shall remain the same as they were in the previous year. In order to continue to receive the subsidy, bargaining unit employees who retire pursuant to this section must sign up for coverage under Medicare Parts A and B as soon as they become eligible.

- (d) In lieu of receiving paid City group health insurance, bargaining unit employees whose date of employment is on or after February 1, 2022, Tier Three (3), shall be entitled to receive a health benefit subsidy from the City upon retirement to assist in offsetting the cost of health insurance for the retiree, whether the retiree receives insurance through the City’s group policy or through another individual or group health policy only if they have been continuously employed by the City for more than ten (10) years. Proof of other individual or group coverage must be provided annually up until they become Medicare eligible in which the subsidy will discontinue.

The calculation of the subsidy shall be determined by multiplying the employee’s years of service at retirement times a percentage of the City’s base medical plan employee only rate. The minimum monthly subsidy amount provided to retirees shall be one hundred and thirty-six dollars and ninety cents (\$136.90) and the maximum monthly subsidy shall be two hundred and fifty-six dollars and seventy cents (\$256.70) as of February 1, 2022. The percentage escalator begins at sixteen percent (16%) of the City’s base medical plan employee only monthly rate and maxes out at thirty percent (30%).

Years of Service	Percentage
10	16%
11	16%
12	17%
13	18%
14	19%
15	20%
16	21%
17	22%
18	23%
19	24%
20	25%
21	26%
22	27%
23	28%
24	29%
25	30%
26	30%
27	30%
28	30%
29	30%
30	30%

- (e) Employees that qualify for group health and life benefits pursuant to Section 1(b) of this Article shall not be eligible for any additional group health and life benefits as provided for under Sections 1(c) and 1(d) of this Article.
- (f) If funds are designated by a Health Care insurance provider for a program of wellness benefits, such benefits as permitted by applicable laws will be provided to active

employees and may include incentivized programs such as Gym reimbursement, nicotine cessation, healthy targets, and weight loss programs.

- (g) The City shall maintain a health care trust in accordance with the City of Cape Coral Health Care Trust Ordinance.

**Section 2 - Pension Plan**

The City shall provide a pension plan in accordance with the "City of Cape Coral Municipal General Employees' Retirement Plan."

See appendix for the MOU explaining how accrued leave and leave buyback are calculated towards pensionable wages.

**Section 3 - Training**

Employees shall be paid at their regular rate for any regularly scheduled hours spent in training authorized by the City or required by law. In addition, the City shall pay for the cost of any such training.

The City shall ensure training opportunities that will prepare an employee for future advancement within their career path are made available to all employees.

**Section 4 - Educational Reimbursement**

To be eligible for educational reimbursement, employees must have regular status and have completed their initial probationary period prior to starting the class. Reimbursement applies to college-level degree seeking programs through an accredited college or university that yields academic credit. Accreditation is determined by the U.S. Department of Education. Degree programs may be traditional on-site, satellite, distance, and/or web based. Degree programs must be designed to enhance the knowledge, skills, and abilities relating to the official duties that the employee performs, or for a promotional position.

A maximum of three thousand five hundred dollars (\$3,500) of books and tuition reimbursement per employee will be authorized per fiscal year, if educational funds are available and designated as educational reimbursement funds in the department's budget.

Reimbursement will be on the employee's final grade according to the following table:

- 100% for a grade of "A"
- 75% for a grade of "B"
- 50% for a grade of "C"

(No reimbursement will be made for grade below "C", incomplete or withdrawal)

Non-graded courses or courses that utilize a pass/fail criteria will be reimbursed at a rate of 70% upon satisfactory completion of the course and the receipt of a passing grade.

Prior to taking any courses all employees shall submit the Educational Reimbursement Request Form as provided for in City of Cape Coral Administrative Regulation 31 along with a copy of the

course description to the Department Director. Employees must receive prior written approval of their Department Director and the Human Resources Director to be entitled to education reimbursement as provided in this Section.

Employees approved for attendance in an educational program must pay for tuition and books directly and must be accepted for enrollment by the institution offering the program. The employee shall submit the original transcript of the completed course and their grades as well as original itemized receipts for tuition and books to the originating Department within thirty (30) calendar days of course completion to be eligible for reimbursement. No course work may be performed during work hours unless prior approval is obtained from the Director or his or her designee.

Initial approval of courses does not obligate the City to future/continued approval of courses in the degree program. Approvals are only valid for the course and semester requested. Miscellaneous expenses such as supplies, taxes, social dues, and late fees are not reimbursable.

Reimbursement under this policy will be reduced by any other financial aid that is utilized by the employee and that does not have to be repaid such as grants, scholarships, GI Bill, Florida Pre-Paid Program, or tuition discounts. There may be tax consequences or imputed income to employees participating in this program.

If an employee voluntarily terminates employment within one (1) year of receiving an education reimbursement, the employee shall immediately refund the reimbursement to the City. If the employee fails to do so in a reasonable period of time, City may deduct the amount of the reimbursement from any monies that may be due the employee upon termination.

### **Section 5 - On-the-Job Injury**

Employees who are injured on the job shall immediately notify their supervisors and file a claim for Workers' Compensation benefits. If the employee's claim is approved as a compensable on-the-job injury, the City will augment the amount paid as required by the Workers' Compensation Statute so that the employee shall receive full pay. The employee shall keep their supervisor advised of their work status at least each week. After three (3) months, employees shall advise the City of their return-to-work status. If an employee does not return to work within two (2) weeks after the completion of the aforementioned three (3) month period, the employee must use accumulated Annual Leave (see Article 11, Section 1 of this Agreement) to receive full pay. Upon the exhaustion of his/her Annual Leave, an employee shall be removed from the payroll and continue to receive only Workers' Compensation benefits, to the extent provided bylaw.

**Article 13**  
**Safety and Health**

**Section 1 - Safety and Health**

City and Union agree to cooperate to the fullest extent in the promotion of safety and health.

**Section 2 - Safety Committee**

There shall be a Safety Committee consisting of two (2) members appointed by City and two (2) members appointed by Union. The Committee shall meet and discuss issues regarding the safety of employees and shall make recommendations to City regarding safety. The Committee shall be advisory in nature and shall determine its own rules of operation.

**Section 3 - Safety Shoes**

Employees whose positions require that they wear safety shoes shall be reimbursed by City for the purchase of such shoes provided that the employee is actively working in their position and not on light duty or temporarily working in any other position that does not require the purchase of safety shoes. In no event, however, shall the reimbursed amount exceed one hundred seventy-five dollars (\$175.00). In order to qualify for reimbursement, safety shoes must meet or exceed OSHA Standard.

Replacement safety shoes will be determined by their Superintendent/Manager. Employees may also pick up a purchase order from their Superintendent/Manager/Supervisor and present the purchase order to the appropriate vendor.

New hires who are provided with safety shoes must reimburse the City for the cost of the shoes if their employment is terminated, for any reason, prior to the completion of their probationary period.

Employees whose positions require safety shoes may be disciplined for failing to wear such shoes.

**Section 4 - Blood Test/Inoculation**

Employees whose Job Classification has been determined by the Risk Manager as having a likelihood of being exposed, or employees who have been exposed, to a bio-hazardous environment shall, upon request of the employee, be inoculated for Hepatitis B at the City's expense.

**Section 5 - Prescription Eyeglasses**

If during the course of an employee's work shift an employee's prescription eyewear is broken or severely damaged through no fault or negligence of the employee (as determined at the sole discretion of the employee's Superintendent/Manager) City will pay for replacement or repair of the eyewear.

Employees who are initially assigned to a position requiring safety lenses in prescription eyewear will receive a one (1) time payment of one hundred dollars (\$100.00) towards the purchase of safety lenses. The Risk Manager will determine positions eligible for payments.

## **Section 6 - Drug Program**

The City and Union are committed to protecting citizens, visitors and fellow employees from potential property damage, significant injury, and loss of life due to an employee's use or abuse of alcohol and drugs. The program is intended to prevent the hiring of drug users, to detect users and remove abusers of drugs and alcohol from the workplace, to prevent the use and/or presence of these substances in the workplace and to assist employees who volunteer they have an alcohol and/or drug problem provided the employee has not previously tested positive for alcohol and/or drug use.

### **Alcohol Prohibition**

- (a) Employee consumption of alcohol on City property, in City vehicles, or at any work assignment location, is prohibited.
- (b) Employee off-duty use of alcohol which adversely affects an employee's job performance or adversely affects or threatens to adversely affect other interests of the City, is prohibited.
- (c) Employees reporting to work or working under the influence of alcohol, is prohibited.
- (d) Any Employee arrested for an alcohol-related incident shall notify his or her immediate supervisor of the arrest within twenty-four (24) hours of its occurrence.
- (e) Failure to comply with these prohibitions and requirements will result in disciplinary action up to and including termination.

### **Drug Prohibition**

- (a) The use, sale, purchase, possession, manufacture, distribution, or dispensation of any drugs or it's metabolites that is illegal under Federal or State Statutes or the non-prescribed use of prescription drugs on City property, in City vehicles, or at any work assignment location, is prohibited.
- (b) Employee off-duty use of drugs which adversely affects an employee's job performance or adversely affects or threatens to adversely affect other interests of the City, is prohibited.
- (c) Employees reporting to work or working under the influence of drugs is prohibited.
- (d) Any employee arrested for any drug-related incident shall notify his or her immediate supervisor of the arrest within twenty-four (24) hours of its occurrence.
- (e) Failure to comply with these prohibitions and requirements will result in disciplinary action up to and including termination.

During any investigation of an alleged violation of the City's Drug Free Workplace Program an employee may be placed on leave with pay, if applicable, or removed from any safety sensitive position.

### **Reasonable Suspicion**

“Reasonable suspicion drug testing” means drug testing based on a belief that an employee is using or has used drugs in violation of the employer’s policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) Observable phenomenon while at work such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance, or alcohol;
- (b) Abnormal conduct or erratic behaviors while at work or a significant deterioration in work performance;
- (c) A report of drug use provided by a reliable and credible source;
- (d) Evidence that an individual has tampered with a drug test during his/her employment with the current employer;
- (e) Information that an employee has caused an accident or incident while at work involving injury or property damage will be cause for reasonable suspicion testing.
- (f) Information that an employee has contributed to, or been involved in, an accident or incident while at work involving injury or property damage may be cause for reasonable suspicion testing.
- (g) Evidence that an employee has, during his employment, violated the provisions of the prohibitions identified above;
- (h) The circumstances and factors that formed the basis of the determination that reasonable suspicion existed to test for drugs or alcohol shall be documented with the oversight of the Risk Management representative within 24 hours of the observed behavior or before the results of the test are released, whichever is later. Such report shall be forwarded to Risk Management. A copy of this documentation shall be given to the employee upon request.

### **Random Testing**

- (a) Employees in safety sensitive positions will be required to submit to drug testing on a random basis. Safety sensitive positions as defined by the City and Union in compliance with Federal and State Statutes are listed in appendix V of this contract and will be reviewed by the safety committee at a minimum of every six (6) months. All positions will be reviewed and agreed to by the City and Union prior to establishment as a safety sensitive position. Any changes to the list will be reflected in a revised appendix V and shall replace the existing appendix V at any time during the duration of the contract. Employees who utilize a CDL in their job classification shall be subject to random testing under DOT 49 CFR and are listed in Appendix V of this contract.
- (b) Employees randomly selected for testing shall be identified by employee number and will be selected through the use of a computerized random number generator or other neutral selection process.

- (c) Employees who refuse to submit to a random test, or make efforts to tamper with a drug test, will be subjected to disciplinary action up to and including termination.
- (d) An employee in a safety sensitive position may be discharged by the City for the first (1st) positive confirmed test result if the drug confirmed is an illicit drug under, Federal or State Statutes and the employee has had a documented history of discipline problems or the employee has had a previous drug problem. In instances where an employee's random drug test is positive for the first (1st) time and does not meet the conditions identified in the preceding sentence, the City shall decide to mitigate the employee's discipline to a suspension without pay, up to thirty (30) days, on the condition the employee enter into a "last chance" agreement.

Drug Testing: The City will utilize independent laboratories that have been certified to conduct drug testing.

The percentage of employees who are required to be tested pursuant to this section shall be determined by Federal Motor Carrier Safety Administration (FMCSA) standards.

The City shall provide to the Union, annually no later than January 31, an electronic copy of the report which is provided to the City by the FMCSA and which is utilized to determine the need to increase or decrease the number of employees that are tested.

### **Prescribed or Non-prescribed Drugs**

"Prescription medication" means a drug that is dispensed by a pharmacist or a licensed practitioner who meets the requirements of F.S. 893. 04. "Non-prescription medication" means a drug that can be purchased pursuant to federal and state law without a prescription.

The City understands it may be medically necessary for an employee to take medication prescribed by a physician. It is the employee's responsibility and obligation to determine, by consulting a physician if necessary, whether or not a medication may affect or impair his/her ability to safely and efficiently perform his/her job duties. If an employee is taking medication that may affect or impair judgment, coordination, and/or the employee's ability to perform the essential functions of his/her job, or that may cause the employee to become a direct threat to the safety and welfare of himself/herself or others, the employee must immediately report such use to his/her supervisor.

Upon receiving such report, the supervisor shall attempt to find the employee an appropriate alternative assignment for the duration of the affect or impairment. If no alternative assignment is available, the employee may take leave time if available or be placed on an unpaid approved leave of absence or take other steps consistent with the advice of a physician.

If an employee is taking prescription drugs that were not prescribed to him/her by a physician, or if the employee is abusing prescription drugs, such use will be handled as described under Drug Prohibition and Reasonable Suspicion. The City retains the right to test for prescription drug abuse in accordance with the City's Drug Free Workplace Program.

An employee who self-reports the properly prescribed usage of prescription drugs which affect or impair his/her ability to safely and efficiently perform his/her job duties shall not be subject to disciplinary action. If, however, an employee fails to properly report any such use, the employee may be disciplined in accordance with the applicable City policy, up to and including termination.

## **Employment testing**

Employees moving from a non-safety sensitive position to one designated as safety sensitive shall be required to successfully pass a urine drug test within forty-eight (48) hours of receiving notification that they have been selected for a safety sensitive position. Employees who are currently in a safety sensitive position with the City and have already been successfully drug tested for a safety sensitive position with the City do not need to be drug tested again when promoting, transferring, or demoting into another safety sensitive position.

## **Voluntary Rehabilitation Program**

Employees are encouraged to come forward at any time prior to being selected for testing and identify that they have an alcohol/substance abuse problem. If an employee volunteers that he/she has an alcohol/substance abuse problem to his/her immediate supervisor, the Department Head/Designee, or the Human Resources Director/Designee, he/she will be provided rehabilitation under the terms of the City's Major Medical Plan/Employee Assistance Plan.

The rehabilitation program will be approved by the Employee Assistance Plan (or other agency if the Employee Assistance Plan is no longer available). The employee may request that a specific rehabilitation program be used provided the program meets those same standards, but additional cost, if any, shall be paid by the employee.

Employees who fail to meet the requirements of the rehabilitation program (i.e., refusing to take drug tests in accordance with the program outline and/or missing repeated meetings), shall be subject to termination.

If approved by the Employee Assistance Plan program provider, the City shall make every effort to place an employee in a non-safety sensitive (or light duty) position while the employee participates and completes the alcohol/substance abuse program. If a non-safety sensitive (or light duty) position is unavailable, or if the program provider requires in-patient treatment of the employee, the employee shall be placed on leave status. At that point, the employee may use all accumulated leave hours, as well as any other means of duty replacement (i.e. accumulated trade days) that are available to the employee, until said resources are exhausted. Once all accumulated leave hours and duty replacement has been exhausted, the City will place the employee on administrative leave status without pay for the remaining duration of rehabilitation. If entitled to Family Medical Leave Act (FMLA), the employee will be placed in that status for up to twelve (12) weeks at the beginning of his/her rehabilitation. Once the FMLA entitlement period expires and the employee has been on leave without pay for more than fifteen (15) workdays, the City shall not provide for any employee benefits, including but not limited to medical or other insurance, and pension. The employee may at his/her option, maintain such benefits at the employee's sole expense.

The rehabilitation program administrator will determine when an employee has successfully completed rehabilitation, but at no time will the total rehabilitation process last longer than six (6) months from the time the employee volunteers for the program.

Once the employee has been released by the program administrator to return to work, the employee will be returned to work at the bargaining unit position he/she held prior to the voluntary notification without being disciplined. However, the employee will be subject to follow-up testing in order to ensure that the employee has been successfully rehabilitated. As part of the follow-up testing process, the City may require the employee to submit to unannounced drug tests for a one (1) year period. If during this time, the employee tests positive, he/she will be subject to dismissal.

The program administrator will inform the Human Resources Director/Designee of the employee's progress and test results, but all records, correspondence, etc. shall remain confidential and shall be maintained outside the employee's personnel file.

An employee who has previously completed an alcohol/substance abuse rehabilitation program WILL NOT be eligible for a second rehabilitation program. Employees who voluntarily enter alcohol/substance abuse rehabilitation shall complete the following Rehabilitation Agreement Form:

## **Article 14** **Uniforms**

### **Section 1 - Rain Gear/Jackets**

Employees whose job requires outside work shall be provided with ample rain gear and lightweight cool weather jackets.

### **Section 2 - Uniforms**

- (a) Employees shall be provided with uniforms and shoes if their position requires the wearing of uniforms. The Department Head shall decide whether a position requires the wearing of a uniform and shall decide the makeup and consistency of the uniform, if required.
- (b) Code Enforcement Officers, 911 Operators, Telecommunicators, Records Employees and any other position that is required to wear a uniform as determined by the City shall receive the sum of thirty dollars (\$30.00) per month as a cleaning allowance.
- (c) Shorts may be an authorized part of the uniform with the approval of the City's Risk Manager.

**Article 15**  
**Personnel Procedures**

**Section 1 - Rules and Regulations**

- (a) In the event of a conflict between Chapter 2, Article 3 of the City of Cape Coral Code of Ordinances as amended, or between the Administrative Regulations as amended and this Agreement, the express provisions of this Agreement shall govern.
- (b) City agrees to meet and discuss with Union on any changes that may be legislated to Chapter 2, Article 3 of the City of Cape Coral Code of Ordinances as amended.

**Section 2 - Copies of Agreement**

City shall post this agreement to the City's intranet site.

**Section 3 - Departmental Rules**

- (a) Departments who have department rules and regulations shall post or make readily available upon written request a copy of their rules and regulations.
- (b) The City shall provide Union with any changes to existing Departmental rules and regulations no less than twenty (20) calendar days prior to the anticipated date of implementation of such changes. City shall consider any Union input regarding such proposed changes and shall notify Union of the results of City's considerations.
- (c) City Departments shall provide and review existing Departmental/Divisional rules and regulations with employees who are hired, promoted or transferred into the Department/Division.

**Section 4 - Personnel File**

- (a) City shall maintain an official personnel file for each employee. Such files shall be centrally maintained in the City's Human Resources Department. Counseling records shall only be used in subsequent disciplinary proceedings to impeach an employee's claim that he/she had not received prior notice of such misconduct.
- (b) An employee shall be notified by the City's Human Resources Department at the earliest practical time following a request by a private citizen to review the employee's official personnel file.

**Section 5 - Performance Evaluations**

Employees shall receive an annual performance evaluation in a format approved by the City's Human Resources Department. An overall performance evaluation rating of Below Operational

Standard or lower shall be subject to the grievance procedure provided in Article 7 of this Agreement up to Step 5.

Department management shall notify Human Resources fifteen (15) days prior to the completion of the initial probationary period that the employee is performing at Standard/Meets Requirements and should continue employment.

### **Section 6 - Promotions/Demotions**

- (a) In the event of a vacancy for a Regular position within a bargaining unit classification for which there is no eligibility list, or in the event City determines that an eligibility list must be established, City will post notice of the vacancy for a period of no less than ten (10) calendar days.
- (b) In the event two (2) or more Regular employees are equally qualified for a posted vacancy at the end of the recruitment process, City Seniority shall determine the rank on the eligibility list.
- (c) A minimum of twenty-five percent (25%) or no less than five (5) of the employee candidates who meet or exceed the minimum qualifications for a posted vacancy shall be given an interview.
- (d) An employee who is promoted shall receive a rate of pay increase equal to the same pay step in the pay grade to which the employee is promoted. (Example: An employee who is in Step six [6] of pay grade ten [10] has been promoted to pay grade eleven [11]. The employee's new hourly rate will be Step six [6] of pay grade eleven [11].)
- (e) In no event shall a promoted employee's regular rate be established at less than the Minimum, nor more than the Maximum, of the pay grade of the classification into which he/she is being promoted.
- (f) An employee who is voluntarily or involuntarily demoted shall receive a rate of pay decrease equal to the same pay step in the pay grade to which the employee is demoted. (Example: An employee who is in Step six [6] of pay grade eleven [11] has been demoted to pay grade ten [10]. The employee's new hourly rate will be Step six [6] of pay grade ten [10].)
- (g) Regular employees may request and accept lateral transfers within a classification without loss of pay and City classification seniority. Should the transfer be within the same Department, no loss of Departmental Seniority shall be incurred.
- (h) A non-bargaining unit employee who is promoted, voluntarily demoted, re-classified, or transferred into the bargaining unit shall receive a rate of pay equal to the range penetration that they were established in as a non-bargaining unit employee. An employee that is placed into the bargaining unit shall be slotted and rounded up to the nearest step. (Example: An employee who is at 60% of the range of a non-bargaining pay grade shall be placed in the bargaining unit at 60% of their new pay grade.) In the case of an involuntary demotion, an employee that is placed into the bargaining unit shall be slotted and rounded down to the nearest step.

An exception to the above is bargaining unit employees who move into a non-bargaining unit position and, either voluntarily or involuntarily, returns to the same bargaining unit classification they held prior to the position change. In that instance, the employee shall be placed back in the

last step they held in said classification, including any step increase(s) and wage increase(s) the employee would have been entitled to, provided they never left. Seniority for the bargaining unit position shall be applied per Article 6.

### **Section 7 - Labor/Management Committee**

There shall be a joint Labor/Management Committee consisting of three (3) representatives from City and three (3) representatives from Union to make recommendations on matters of mutual interest to the parties. This committee will be used for issue-based problem solving concerning various matters which impact departments and/or divisions within the City. Issues will be raised to the committee through the attached Appendix IV. It is not the intent of this committee to make any recommendations which would supersede, replace, or impact the collective bargaining process between the Union and the City.

**Article 16**  
**Duration of Agreement**

**Section 1 - Duration of Agreement**

This agreement shall be in effect October 1, 2021 provided that it has been previously ratified by both parties. If this Agreement has not been ratified by October 1, 2021, this Agreement shall become effective upon ratification by the parties. This Agreement shall remain in effect through September 30, 2024. Subsequently, it shall automatically be renewed from year to year, unless either party shall have notified the other in writing at least one hundred twenty (120) calendar days prior to the expiration of the Agreement.

**Section 2 - Entire Agreement**

This Agreement supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and, together with any Amendments that may be made pursuant to Section 3 of this Article, constitutes the complete and entire Agreement between the parties.

**Section 3 - Amendments**

This Agreement may only be amended by a written document that is signed on behalf of the parties hereto by their duly authorized officers or representatives after negotiations mutually agreed to by the parties.

**Section 4 - Savings Clause**

If any article, Section, or provision of this Agreement is held invalid by a court of competent jurisdiction or is rendered invalid by subsequent State or Federal legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a replacement for the invalid item within thirty (30) calendar days.

**White Collar - 2024**

**In Witness Whereof**

The parties hereto have caused their names to be subscribed hereto by their duly authorized officers or representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Local Union 2301  
International Union of  
Painters and Allied Trades,  
AFL-CIO

City of Cape Coral  
(Florida)

\_\_\_\_\_  
Richard Jones  
President, Local 2301

\_\_\_\_\_  
John Gunter  
Mayor

\_\_\_\_\_  
Steve Poladian  
White Collar Unit

\_\_\_\_\_  
Roberto Hernandez  
City Manager

\_\_\_\_\_  
Lisa Sonogo  
Human Resources Director

Attest:

\_\_\_\_\_  
Kimberly Bruns  
City Clerk

Legal Review:

\_\_\_\_\_  
Gail Prosser  
Assistant City Attorney

**APPENDIX I**

**AUTHORIZATION OF DEDUCTION OF UNION DUES**

I, *(Print)* \_\_\_\_\_, the undersigned member of the International Union of Painters and Allied Trades (I.U.P.A.T.), Local Union 2301, affiliated with the Florida District Council 78 (D.C. 78), I.U.P.A.T., AFL-CIO, herewith authorize my employer to deduct from my wages, each and every pay period my regular union dues, and direct that such amounts so deducted be sent to the Financial Secretary of such Union for and on behalf as provided in the Collective Bargaining Agreement with I.U.P.A.T., D.C. 78, Local Union 2301.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address 1: \_\_\_\_\_ Street Address 2: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date of Hire: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Personal Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**APPENDIX II**

**AUTHORIZATION OF CEASING OF UNION DUES**

I, (*print*) \_\_\_\_\_, the undersigned member of the International Union of Painters and Allied Trades (I.U.P.A.T.), Local Union 2301, herewith instruct the Union to forward to the City my request to cease deductions of Union dues. I understand that I must give thirty (30) days written notice to Local Union 2301, as provided for in Florida Statute 447.303. The Union will then forward to the City within seven (7) days of my request to cease deduction of Union dues.

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_

Employee No.: \_\_\_\_\_

Bargaining Unit: BC \_\_\_\_\_, WC \_\_\_\_\_, Supervisory \_\_\_\_\_, Professional \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Earliest Processing Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**APPENDIX III**  
**GRIEVANCE FORM**

(Attach additional sheets for each Step, if additional space is needed)		
Employee:	Job Title:	Phone:
Department:	Division:	Supervisor:
Director:	Steward (if desired):	Steward Phone:

\* Contract provides 15 calendar days to file a grievance with employee's supervisor.

<b><u>STEP 1</u></b>	<b><u>Initial Grievance:</u></b>
Date of/or when you became aware of Occurrence:	
Alleged Contract Violation of	Article, Section:
Nature of Grievance:	
Adjustment Desired:	
_____ Signature of Aggrieved Employee	_____ Date
	<b><u>Grievance Submitted to Supervisor:</u></b>
<p>*The immediate supervisor shall render a decision in writing within fifteen (15) calendar days from the date the grievance was presented to the immediate supervisor. The written response shall be attached to this form for the next step in processing.</p> <p>Received by: _____ Date Received: _____</p>	

<b>STEP 2</b>	<b><u>Written Grievance Submitted to IUPAT Grievance Committee:</u></b>
* Contract provides 15 calendar days for Union Grievance Committee reply.	
Date Submitted to IUPAT Grievance Committee: _____	
Received By: _____	
Merit <input type="checkbox"/> Without Merit <input type="checkbox"/>	

<b>STEP 3</b>	<b><u>Written Grievance Submitted to Department Head (CC: Human Resources Director):</u></b>
*The Department Head or his/her designee shall render a decision in writing within fifteen (15) calendar days from the date the grievance was presented or fifteen (15) calendar days from meeting with the union, whichever is later. The written response shall be attached to this form for the next step in processing.	
Received by: _____	
Date Received: _____	
Date Received by HR: _____	

<b>STEP 4</b>	<b><u>Written Grievance Submitted to City Manager's Office (CC: Human Resources Director):</u></b>
*The City Manager or designee shall render a decision in writing within fifteen (15) calendar days from the date the grievance was presented or fifteen (15) calendar days from meeting with the union, whichever is later. The written response shall be attached to this form for the next step in processing.	
Received by: _____	
Date Received: _____	
Date Received by HR: _____	

<b>STEP 5</b>	<b><u>Notify Human Resources Director of intent to Mediate:</u></b>
*Request must be submitted within 15 calendar days from Step 4 response date.	
Date Submitted to Human Resources: _____	
Date filed with FMCS: _____	
<b>Waived Mediation</b> _____	

Notify Human Resources Director of intent to Arbitrate <input type="checkbox"/>
---

**APPENDIX IV**  
**CAPE CORAL LABOR MANAGEMENT**  
**AGENDA ITEM REQUEST FORM**

(Art. 15, Sec. 7; Labor/Management Committee)

Complete items 1-5, then present to both the Union President and to the Human Resources Director

1. Employee's Name: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

2. Subject: \_\_\_\_\_

3. Existing Condition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Supporting Documentation Attached: Yes \_\_\_\_ No \_\_\_\_

5. Human Resources Comments:

6. Union Representatives Comments:

7. Committee Recommendations:

**APPENDIX V**  
**WHITE COLLAR**

**JOB CLASSIFICATIONS WHICH ARE SAFETY SENSITIVE AND  
REQUIRE AN EMPLOYEE TO UTILIZE A CDL IN PERFORMANCE OF THEIR JOB DUTIES**

Recreation Assistant (Special Pop)  
Recreation Specialist (Special Pop)  
Senior Recreation Specialist (Special Pop)

**SAFETY SENSITIVE POSITIONS**

911 Operator  
Accounts Coordinator (Parks and Rec/ Police)  
Administrative Assistant (Parks and Rec / Police)  
Community Outreach Project Coordinator  
Computer Technician (Parks and Rec)  
Customer Service Representative (Parks and Rec / Police)  
Evidence Technician  
Forensic Specialist  
Forensic Technician  
Grant Coordinator / Writer (Police)  
Lead Telecommunicator  
Public Service Aide  
Quartermaster  
Recreation Assistant  
Recreation Specialist  
Senior Administrative Assistant (Parks and Rec / Police)  
Senior Recreation Specialist (Parks and Rec)  
Telecommunicator  
Victim Assistance Advocate  
Victim Assistance Coordinator

**APPENDIX VI**  
**REHABILITATION AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

Between \_\_\_\_\_ (hereinafter "EMPLOYEE") and the CITY OF CAPE CORAL, FLORIDA.

WHEREAS, EMPLOYEE has voluntarily requested that he / she be allowed to enter and be treated on an inpatient basis for alcohol / substance dependence.

WHEREAS, EMPLOYEE agrees to the terms of this Article 13, Section 6.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

**LAST CHANCE AGREEMENT**

WHEREAS, \_\_\_\_\_ has been employed with the City of Cape Coral since \_\_\_\_\_; and

WHEREAS, \_\_\_\_\_ was required to submit to a drug test in accordance with this article; and

WHEREAS, \_\_\_\_\_'s drug test was positive for the presence of \_\_\_\_\_; and

WHEREAS, the CITY instituted disciplinary action against \_\_\_\_\_ as a result of the positive drug test; and

WHEREAS, in instances where an employee's drug test is positive for the first (1st) time, the CITY has decided to mitigate the employee's discipline to a suspension on the condition that the employee has entered into this Last Chance Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Cape Coral (hereinafter "CITY") and \_\_\_\_\_ (hereinafter "EMPLOYEE"), agree as follows:

1. CITY agrees to mitigate EMPLOYEE's discipline for violation of this article governing use of illegal substances to \_\_\_\_\_ ( ) hour(s) of work, continuous, suspension without pay, provided EMPLOYEE agrees to and abides by all terms and conditions set forth below.

2. EMPLOYEE understands and agrees that any violation of the provisions of this Last Chance Agreement will automatically result in termination of EMPLOYEE.

3. Prior to resumption of normal duties, EMPLOYEE understands that he/she must be evaluated by the CITY's Substance Abuse Professional and must enter and successfully complete a rehabilitation program recommended by the Substance Abuse Professional.

4. The Human Resource Representative will coordinate EMPLOYEE enrollment in the rehabilitation program as a City referral and it is the EMPLOYEE'S responsibility to contact the CITY's Substance Abuse Professional as directed by the HR Representative within three (3) working days of signing the Last Chance Agreement. Failure to do so will be considered a violation of this Last Chance Agreement and shall result in termination of the employee. If the Substance Abuse Professional orders further rehabilitation, such rehabilitation shall be covered under the City's Major Medical Plan to the extent provided for under the Plan, with any costs not covered under the City's Major Medical Plan to be at the EMPLOYEE's expense. Prior to resumption of regular duties, EMPLOYEE must test negative for illegal drugs and be otherwise cleared to return to regular duties by the Substance Abuse Professional. Any refusal to submit to evaluation and/or treatment is a violation of this Last Chance Agreement and shall result in termination of EMPLOYEE. EMPLOYEE understands and agrees that in order to be compensated for any time off to complete a rehabilitation program, EMPLOYEE must use accrued leave. If EMPLOYEE obtains the required certification from a health care provider, CITY will allow EMPLOYEE additional unpaid leave in accordance with the Family Medical Leave Act.

The rehabilitation program will not last longer than six (6) months from the time EMPLOYEE enters the program. EMPLOYEE will sign a medical release upon the entering and completion of the rehabilitation program. The Substance Abuse Professional will inform the Human Resources Director or designee of EMPLOYEE's progress and the test results, but all records, correspondence, etc. shall remain confidential and shall be maintained outside EMPLOYEE's personnel file.

5. EMPLOYEE understands that, if he/she is authorized to return to duty by the CITY's Substance Abuse Professional, he/she will be subject to no less than six (6) unannounced drug tests (for illegal drugs) during the next twelve (12) months unless a longer period of time is recommended by the Substance Abuse Professional. While drug testing will be on a random basis in accordance with this article, requests for and the scheduling of such tests will be during EMPLOYEE's regular work hours. Any failure or refusal to submit to any required drug test shall result in termination of EMPLOYEE.

6. Upon completion of the twelve (12) month period, EMPLOYEE understands that he/she will still be subject to examination under the terms of the CITY's drug and alcohol rules and regulations and CITY's CDL drug testing program and any subsequent positive drug or alcohol test will result in termination of EMPLOYEE's employment.

7. EMPLOYEE hereby waives his/her right to grieve, appeal, or otherwise contest the disciplinary action taken as a result of EMPLOYEE's positive drug test and any subsequent disciplinary action taken by CITY if EMPLOYEE violates any of the terms of this Agreement or subsequently tests positive for drugs.

EMPLOYEE consents to and authorizes CITY, or its designee, to have access to all records maintained by the Substance Abuse Professional to obtain information regarding EMPLOYEE's progress and successful completion of the prescribed treatment.

8. It is understood and agreed by all parties hereto that this Last Chance Agreement is being entered into based upon the particular circumstances of this case and does not establish a precedent for the resolution of any other disciplinary matter.

9. EMPLOYEE has received and reviewed this Last Chance Agreement prior to executing it and has been afforded the opportunity to consult with their Union representatives and their own legal counsel if desired, and EMPLOYEE agrees to be bound by all terms and conditions herein.

10. This Last Chance Agreement constitutes the entire understanding of the parties hereto and can only be modified, amended, or revoked by the express written consent of both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, .

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DEPARTMENT HEAD

\_\_\_\_\_  
CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
HR DIRECTOR / DESIGNEE

\_\_\_\_\_  
WITNESS