

RESOLUTION 93 - 17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CAPE CORAL AND THE FRATERNAL ORDER OF POLICE (REPRESENTING THE OFFICERS AND SERGEANTS OF CAPE CORAL LODGE #33); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Police have been negotiating the collective bargaining agreement with the Police Officers and Sergeants; and

WHEREAS, the Police Officers and Sergeants have voted to approve the tentative agreement; and

WHEREAS, the City Manager recommends that the City Council approve and ratify the collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The Collective Bargaining Agreement between the City of Cape Coral and the Fraternal Order of Police, representing the Officers and Sergeants of Cape Coral Lodge #33, is hereby approved and ratified by the City Council of the City of Cape Coral. A copy of the Collective Bargaining Agreement is attached hereto as Exhibit A.

Section 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS 5<sup>th</sup> DAY OF June, 2017.

Marni L. Sawicki  
MARNI L. SAWICKI, MAYOR

VOTE OF MAYOR AND COUNCIL MEMBERS:

SAWICKI  
BURCH  
CARIOSCIA  
STOUT

aye  
aye  
aye  
aye

LEON  
ERBRICK  
WILLIAMS  
COSHEN

aye  
aye  
aye  
aye

ATTESTED TO AND FILED IN MY OFFICE THIS 13<sup>th</sup> DAY OF June, 2017.

Rebecca Van Deutekom  
for REBECCA VAN DEUTEKOM  
CITY CLERK

APPROVED AS TO FORM:

Dolores D. Menendez  
DOLORES D. MENENDEZ  
CITY ATTORNEY  
res/Police Ofcr-Sgt Contract  
5/19/17


Res. 93-17  
6/5/17

Witness Whereof


The parties hereto have caused their names to be subscribed hereto by their duly authorized officers or representative this 17<sup>th</sup> day of July, 2017.

City of Cape Coral, Florida

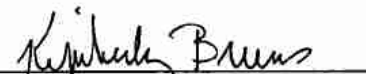
Fraternal Order of Police  
Representing Cape Coral  
Lodge #33

  
Paul Blanchard  
President, FOP Lodge #33

  
Marni Sawicki  
Mayor

  
Nick Jones  
Vice President  
FOP Lodge #33

  
A. John Szerlag  
City Manager

  
for Rebecca Van Deutekom  
City Clerk

Legal Review:

  
Gail Roberts  
Assistant City Attorney

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
FRATERNAL ORDER OF POLICE  
(REPRESENTING THE OFFICERS AND  
SERGEANTS, OF CAPE CORAL LODGE #33)  
AND THE  
CITY OF CAPE CORAL

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## **Article 1**

### **Recognition**

#### **Section 1 - Recognition**

City recognizes Union 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 for which this recognition is afforded shall include all regular employees occupying any positions in the following classifications: Police Officer and Police Sergeant.

The bargaining unit shall not include employees occupying the following classifications or positions: Police Lieutenant; Police Captain; Deputy Police Chief; Police Chief; and all other City classifications and positions.

#### **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 1<sup>st</sup> through September 30<sup>th</sup>, inclusive.

#### **Section 5 - Working Day**

The terms "working day" and "working days" as used in this Agreement shall refer to the period between 8:00 a.m. and 5:00 p.m. on Monday through Friday, excluding the holidays listed in Article 15, Section 2 of this Agreement.

## **Article 2**

### **Strikes**

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

"Strike" means the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted absence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment; the participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

#### **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 shall 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 the Police Department; to determine the standards of selection for employment; 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 determine the content of job classifications; 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**

### **Non-Discrimination**

#### **Section 1 - Non-Discrimination**

Members of the Police Department shall have the right to join a Union and there shall be no discrimination against or intimidation of any employee because of that employee's membership or lack of membership in Union, or because of an employee holding office or not holding office in the Union.

#### **Section 2 – Officers Rights**

It is understood and agreed that sworn police officers have rights and protection under the Florida Statute commonly known as the Police Officer's Bill of Rights, Florida Statute, Sections 112.531, 112.532, 112.533, and 112.534.

#### **Section 3 – Subcontracting/Privatization Clause**

Should the City commence consideration or investigation into the subcontracting or privatization of work presently performed by bargaining unit employees, the City shall immediately provide written notice to the Union. The City shall provide to the Union all materials, regardless of form, relating to said subcontracting or privatization, immediately upon the materials becoming public record.

## **Article 5**

### **Dues Deduction**

#### **Section 1 - 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 2 - 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 Secretary. Changes in Union dues will be similarly reported to City, with notification at least one month in advance of the anticipated effective date of any such changes.

#### **Section 3 - Deduction Methodology**

Dues shall be deducted bi-weekly, except for the third paycheck from months where there are three (3) bi-weekly payroll period endings. The deducted monies shall be remitted to Union's Secretary within thirty (30) calendar days of the last pay period of the month. A fee of two dollars (\$2.00) shall be paid to the City each time an employee either authorizes or revokes a payroll deduction for Union dues. This amount will be taken from the dues collected. 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.

#### **Section 4 - 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 in writing by Union's Secretary.

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

A payroll deduction authorization may be revoked by an employee upon written notice to Union and City. Any such revocation shall be on the form shown in Appendix II of this Agreement.

## **Article 6**

### **Union Business**

#### **Section 1 - Selection of Representatives**

Neither party shall have any control over the selection of the bargaining representatives of the other party. The parties further agree that each shall recognize the designated representatives of the other for all matters relating to this Agreement.

#### **Section 2 - Negotiations**

Three (3) members shall be allowed to attend negotiations without loss of pay. However, the hours are not considered hours worked for compensation purposes if the hours are other than normal scheduled work hours.

#### **Section 3 - Member Representation**

Union representatives, as designated by the Union's Executive Committee, shall be permitted to represent members, without loss of pay, in administrative matters and grievances concerning the interpretation or application of this Agreement.

#### **Section 4 - Time Pool**

A time pool shall be created consisting of hours donated by employees from their annual leave (see Article 15, Section 1 of this Agreement) to facilitate other union business not specified in Section 2 or Section 3 of this article. Hours donated shall be credited at the rate of pay of each donor, while 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 employees. Each employee shall contribute hours of annual leave per year as determined by the Union President and ratified by a majority of Union's membership. Donations to the time pool shall be from "Current Hours Earned" (as opposed to "Previous Hours Earned"), and shall be considered part of an employee's use of the minimum hours of annual leave required by Article 15, Section 1 of this Article. Donations to the time pool shall be taken from the first 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 Secretary no later than December 1<sup>st</sup>.

The use of this time is subject to minimum staffing provisions, and requires the approval of the employee's supervisor and Union President. This approved time off will be considered work hours for the purpose of overtime computation.

**Article 7**  
**Bulletin Board**

**Section 1 - Bulletin Board – E-mail**

Union shall be provided with complete use of a suitable bulletin board designated by the Police Chief in any City building where employees are employed. Union shall use bulletin board(s) for the purposes of posting notices on Union meetings, elections, reports of Union committees, rulings and policies of Union, and recreational and social affairs of Union. Only Union business and topics, labor and/or fraternal, shall be posted on the bulletin board(s).

Use of the City's E-mail system and other City electronic communication shall be in compliance with all applicable city policies and procedures.

## **Article 8** **Seniority**

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

Each employee shall have City Seniority based on the employee's first day of current continuous employment with City.

City Seniority shall be used for computing annual leave accrual, pension and longevity benefits.

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

Each employee shall have Departmental Seniority based on the employee's first day of current continuous employment as a certified law enforcement officer in the Police Department.

Departmental Seniority shall be used in reduction of personnel due to layoff, demotion due to layoff, and recall from layoff.

Layoff or demotion due to layoff shall be made in inverse order of Departmental Seniority. In the event that Departmental Seniority is equal between or among employees, City Seniority shall be used to determine the senior employee. Recall shall be in reverse order of layoff. No new employees shall be hired until all employees on layoff have been offered an opportunity to return to work.

In the event of layoff or demotion due to layoff, Lieutenants covered by their labor agreement shall be permitted to return to the classification covered by this labor agreement from which he/she was promoted based on departmental seniority.

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

Each employee shall have Classification Seniority based on the employee's first day of current continuous employment in his/her classification.

Classification Seniority shall be used for determining leave preference. In addition to leave preference, classification seniority shall also be used to determine the sergeant rotation list for overtime as described in Article 12. Once a sergeant has accepted an overtime shift of at least eight (8) hours they will be rotated (moved) to the bottom of the list.

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.



#### Section 4 - Initial Probation

Initial probation shall begin at the date of hire and end 12 months after the beginning of the Field Training Program. The Chief of Police or his/her designee shall have the option of extending this initial period of probation for any period of time equal to or less than that which the new employee serves on less than full duty status. 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.

#### Section 5 - Probation Upon Promotion

Promoted employees shall be considered on probation for a period of nine (9) months (270 calendar days) 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. The Chief of Police or his/her designee shall have the option of extending the promotional probation period for a period of time equal to or less than that which the new employee serves on less than full duty status.

#### Section 6 - Loss of Seniority

The seniority rights of an employee shall terminate upon:

- (a) Voluntary termination;
- (b) Retirement
- (c) Termination for just cause;
- (d) Layoff exceeding eighteen (18) months;
- (e) Failure to return from an authorized leave of absence within five (5) calendar days. However, nothing contained herein restricts lesser disciplinary action;
- (f) Failure to notify City of the intent to return to work within five (5) calendar days of the receipt of a letter of recall from layoff. Said recall letter shall inform the recalled employee of the requirement to notify City of his/her intent to return to work within five (5) calendar days; or
- (g) Failure to report for work within fourteen (14) calendar days from the receipt of a letter of recall from layoff.

## **Article 9**

### **Promotions**

#### **Section 1: Promotional Process:**

##### **Sergeant**

The following minimum education and length of service are required for promotion to the rank of Sergeant:

- Associates Degree or minimum of sixty (60) credit hours from an accredited institution.
- Five (5) years with Cape Coral Police Department as a sworn Police Officer.

Promotions to the rank of Sergeant as covered by this portion of the Agreement shall be made as a result of a competitive process, including a written examination in conjunction with an assessment center from outside the agency. Eligibility for participating in the assessment center component of the promotion process shall be conditioned on passing the written exam with a minimum score of seventy percent (70%). The assessment center score must be seventy percent (70%) or greater in order to further proceed in the promotional process. Additionally, time in grade points assigned on the basis of one point for each year, maximum of five points, of continuous uninterrupted sworn service more than the minimum number of years of service required for the employee to be eligible for promotion shall be applied. Authorized leaves of absence, for the purpose of this Article, shall not be considered an interruption of continuous service. Time in grade points, however, shall not accrue during authorized leaves of absence. Lastly, college points based on one and one-quarter (1.25) points for every degree, maximum of two and one-half (2.5) points, attained by the employee in excess of the minimum requirement shall be applied. For promotion the composite promotional score calculated to the fifth decimal place shall be tabulated in the following manner:

a) Assessment Center	52.5%
b) Written examination	40.0%
c) College points – (maximum)	2.5%
d) Time in Grade - (maximum)	5.0%

All rounding will be carried to the fifth decimal for each step of the process and overall cumulative score.

Promotions to the rank of Sergeant shall be made using the "Rule of Eight" or top 25 Percent, whichever is higher. The "Rule of Eight" requires the consideration of the eight (8) highest ranked candidates for a given promotion and allows for the promotion of any one (1) of the eight (8) highest ranked candidates regardless of their relative ranking. The "Rule of top 25 Percent" requires the consideration of those candidates ranked in the top 25 percent of the final calculated scoring results.

Section 2:

The union may appoint a sworn subject matter expert (member of the Cape Coral Police Department) who is not participating in the promotional process to consult with the City on the development of the assessment center process as well as oversee the entire process.

Section 3:

The employee may only challenge written test questions during the written examination. These challenges will be decided by the subject matter experts to include one (1) member of the union. This board shall have final authority on all challenges to written test questions.

Section 4:

After the completion of the entire promotional examination process, to include review of any challenges, a final list will be dated and certified by the Human Resources Director and immediately forwarded to the Chief of Police. The promotional list will be valid for fifteen (15) months from the date of the certification,

**Lieutenant**

The following minimum education and length of service are required for promotion to the rank of Lieutenant:

- Baccalaureate Degree
- Three (3) years with Cape Coral Police Department as a Police Sergeant.

All promotions to the rank of Lieutenant as covered by this portion of the Agreement shall be made as a result of an oral interview board promotion process. Eligibility shall be conditioned on passing the oral interview with a minimum score of seventy percent (70%) or greater in order to proceed in the promotional process.

Additionally, time in grade points assigned on the basis of one point for each year, maximum of five (5) points, of continuous uninterrupted sworn service more than the minimum number of years of service in the rank of Sergeant required for the employee to be eligible for promotion shall be applied.

Authorized leaves of absence, for the purpose of this Article, shall not be considered an interruption of continuous service. Time in grade points, however, shall not accrue during authorized leaves of absence.

College points based on two and one-half (2.5) points for a masters degree attained by the employee shall be applied. For promotion the composite promotional score calculated to the fifth decimal place shall be tabulated in the following manner:

a) Oral Interview Board	92.5%
b) College points – (maximum)	2.5%
c) Time in Grade - (maximum)	5.0%

All rounding will be carried to the fifth decimal for each step of the process and overall cumulative score.

The Oral Interview Board shall be made up of two (2) individuals selected by the Chief and one (1) individual selected by the Union of a rank greater than Lieutenant.

Section 5: After the completion of the entire promotional examination process, to include review of any challenges, a final list will be dated and certified by the Human Resources Director and immediately forwarded to the Chief of Police. The promotional list shall be valid for fifteen (15) months from the date of certification.

#### Section 6 – Rule of Five

Promotions shall be made using the "Rule of Five". The "Rule of Five" requires the consideration of the five (5) highest ranked candidates for a given promotion and allows for the promotion of any one (1) of the five (5) highest ranked candidates regardless of their relative ranking.

#### Section 7- Date of Promotion

Promotions for Sergeant or Lieutenant shall be made from the promotional list within thirty (30) calendar days of the date of the vacancy.

## **Article 10**

### **Discipline**

#### **Section 1 - Discipline**

The provisions of the Florida Statutes, Section 112.531, et seq., or as such Section shall be amended, shall herein be incorporated as if those provisions were fully set forth in this Agreement, and shall be applicable to all employees.

#### **Section 2 - Forms of Discipline**

Forms of corrective action utilized by the City with the approval of the Police Chief shall include:

Written Reprimand – Documentation warning the employee of the consequence of future misconduct of a similar nature;

Suspension - suspension from duty without pay;

Demotion - a change to a position of lesser responsibility and salary; and

Termination - dismissal from the Police Department.

The final disposition form completed by Internal Affairs of all Reprimands, Suspensions, Demotions and Terminations will be placed in the employee's personnel file in the Human Resource Department.

#### **Section 3 - Progressive Discipline**

Progressive corrective action shall be applied based on the severity of the offense.

#### **Section 4 – Prospective Suspensions of Law Enforcement Certifications**

Any bargaining unit member that has a case before the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC) where the FDLE-CJSTC imposes a "Prospective Suspension" of the bargaining unit members certification which does not exceed ninety (90) days the parties agree that the bargaining unit member shall be afforded the opportunity to offset said prospective suspension by the employee using accrued annual leave and/or requesting pay out of compensatory time.



## **Article 11**

### **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.

Discipline that results in time off, a loss of pay, or benefits will be subject to mediation or arbitration.

Any and all disciplinary action taken against an employee or class of employees shall be for just cause, and shall be subject to the grievance procedure.

Grievances shall be processed as follows:

#### **Step 1**

The aggrieved employee will complete the City Standard Grievance Form (Appendix III of this Agreement) and submit same to his/her supervisor in the ten (10) day time frame or within ten (10) calendar days when aggrieved employee becomes aware of such event. The grievance must be specific, identifying the incident, event and details and not just quoting the article of the contract. The grievance must be submitted to the employee's immediate supervisor within ten (10) working days of the event causing the grievance or within ten (10) working days of when the aggrieved employee becomes aware of such event. The immediate supervisor may seek the assistance of any other individual who may offer assistance or information which will aid the supervisor to reach a decision. The immediate supervisor shall attempt to adjust the matter and shall respond to the employee within ten (10) working days.

#### **Step 2**

Grievances not resolved at Step 1 shall be presented to the Police Chief within ten (10) working days of the decision rendered at Step 1. A "class action" grievance filed by the Union on behalf of more than one (1) employee, shall be presented to the Police Chief within ten (10) working days of the event causing the grievance or within ten (10) working days of when either the aggrieved employee or Union becomes aware of such event.

The Police Chief or his/her designee shall render a decision in writing within ten (10) working days from the date the grievance was presented.



### **Step 3**

If the grievance is not satisfactorily resolved at Step 2, the written grievance shall be presented to the City Manager within ten (10) working days of the decision rendered at Step 2. The City Manager or his/her designee shall render a decision in writing within ten (10) working days from the date the grievance was presented.

### **Mediation**

By mutual agreement, the parties may submit the grievance to mediation, to be conducted by the Federal Mediation and Conciliation Service (FMCS), prior to invoking arbitration. If the parties agree to mediate, the time limits for giving notice of intent to arbitrate shall be extended until such time as mediation is concluded.

### **Arbitration**

If the grievance is not satisfactorily resolved at Step 3, Union shall give notice of intent to arbitrate within (10) working days of the decision rendered at Step 3. 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 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 final 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 compensation and expenses associated with any arbitration hearing, including attorney fees, shall be borne by the losing party as determined by the Arbitrator. In the event of a compromise award (neither party prevails on all issues), the costs of the services of the Arbitrator shall be borne equally by the parties, however, each party shall bear its own expenses, including attorney's fees.

#### Section 2 - General Provisions

(a) During his/her initial probation (see Article 8, Section 4), an employee shall have the rights of the grievance procedure only for disciplinary matters and only through Step 2.

(b) Time limits in this Article may be lengthened or shortened by the agreement of the parties.

(c) If the ten (10) working day time limit for a grievance response is not met by the immediate supervisor, the Police Chief or his/her designee, or the City Manager or his/her designee, it shall be assumed that the response is in the negative and the next step in the grievance procedure shall be instituted.

(d) Union will be required to represent only those employees who are members of Union.

**Article 12**  
**Hours of Work, Overtime Pay and Compensatory Leave**

**Section 1 - Hours of Work, Overtime Pay and Compensatory Leave**

Employees shall be paid for all hours worked. Overtime pay and compensatory leave shall be calculated on a fourteen (14) calendar day work cycle of eighty (80) hours in accordance with the Fair Labor Standards Act. The workweek will begin on Saturday and end on Friday. Once begun, the workweek shall not be altered solely to avoid the payment of overtime. Employees who are covered by this agreement shall receive no less than 7 days' notice prior to any change to their normal work hours. Management reserves the right to provide less than 7 days' notice prior to any change to an Employee's normal work hours if exigent circumstances, such as a natural disaster or other unforeseen event, should require an immediate change.

Employees shall have the option of accepting compensatory time off for overtime worked. If compensatory time is accepted by the employee it shall be paid at time and one half the overtime hours worked. Accrued compensatory time off shall not exceed sixty (60) hours during any fiscal quarter. A quarterly payment shall be made for compensatory time accumulated in excess of forty (40) hours at the end of each fiscal quarter.

## Article 13

### WAGES

#### Section 1- Wages Fiscal Year 2017

Effective October 8, 2016 the base wage rates of the bargaining unit employees covered by this agreement shall be established as follows in the Merit Based Range Progression plan listed below. All bargaining unit members will remain on the level they hold as of ratification of this agreement.

#### Officers:

LEVEL 1	\$22.20
LEVEL 2	\$23.42
LEVEL 3	\$24.40
LEVEL 4	\$25.75
LEVEL 5	\$27.13
LEVEL 6	\$28.37
LEVEL 7	\$29.65
LEVEL 8	\$30.55
LEVEL 9	\$31.80
LEVEL 10	\$33.18
LEVEL 11	\$35.17

#### Sergeants:

LEVEL 1	\$34.74
LEVEL 2	\$36.51
LEVEL 3	\$38.22
LEVEL 4	\$39.76
LEVEL 5	\$42.54

There shall be no advancement in levels during fiscal year 2017.

Any payments due to employees back to October 8, 2016 will be paid in a timely basis but no later than August 31, 2017.

#### Section 2 - Wages Fiscal Year 2018

Bargaining unit employees will remain on their Fiscal Year 2017 rate until they advance to the next level in the Merit Based Range Progression plan on the anniversary of their

sworn date or promotional date. At that time employees will move into the below Merit Based Range Progression plan level rate. An employee will not advance if they are at the maximum level.

Officers:

LEVEL 1	\$22.50
LEVEL 2	\$23.42
LEVEL 3	\$24.40
LEVEL 4	\$25.75
LEVEL 5	\$27.13
LEVEL 6	\$28.37
LEVEL 7	\$29.65
LEVEL 8	\$30.55
LEVEL 9	\$31.80
LEVEL 10	\$33.18
LEVEL 11	\$35.52

Sergeants:

LEVEL 1	\$35.00
LEVEL 2	\$36.51
LEVEL 3	\$38.22
LEVEL 4	\$39.76
LEVEL 5	\$44.24

Section 3 - Wages Fiscal Year 2019

Bargaining unit employees will remain on their Fiscal Year 2018 rate until they advance to the next level in the Merit Based Range Progression plan on the anniversary of their sworn date or promotional date. At that time employees will move into the below Merit Based Range Progression plan level rate. An employee will not advance if they are at the maximum level.

Officers:

LEVEL 1	\$23.08
LEVEL 2	\$23.70
LEVEL 3	\$24.40

Sergeants:

LEVEL 1	\$35.64
LEVEL 2	\$36.86
LEVEL 3	\$38.80



LEVEL 4	\$25.75	LEVEL 4	\$41.00
LEVEL 5	\$27.13	LEVEL 5	\$45.40
LEVEL 6	\$28.37		
LEVEL 7	\$29.75		
LEVEL 8	\$31.00		
LEVEL 9	\$32.40		
LEVEL 10	\$33.70		
LEVEL 11	\$36.30		

Bargaining unit Sergeants at Level 2 in fiscal year 2018 promoted on or before July 20, 2013 will advance two (2) levels on the anniversary of their promotional date in fiscal year 2019.

#### Section 4 - Evaluations

Employees in the bargaining unit must achieve at least a "meeting standard" rating or above on their annual Cape Coral Police Department Sworn Officer Evaluation before advancing a level in the new Merit Based Range Progression plan. The most current evaluation in the employee's personnel file will be utilized. If an employee is not performing at an acceptable standard, he/she shall be afforded an opportunity to improve performance to "meeting standard" prior to the annual evaluation due date and in accordance with department policy.

#### Section 5 - Placement in the Merit Based Range Progression plan

Employees hired into a Police Officer or Sergeant shall start at level 1 of the new fiscal year Merit Based Range Progression plan rate. Employees promoted into a Sergeant classification shall start at level 1 or the nearest step that is higher than the officer's current step but not less than five percent (5%) increase.

#### Section 6 - Assignment Pays

(a) Employees assigned as Detectives, School Resource Officers (SROs) and Field Training Officers (FTOs) shall receive assignment pay of sixty dollars (\$60.00) bi-weekly, to be added to the employee's regular rate of pay.



(b) Employees assigned as Motorcycle Unit and the Special Response Team (SRT) shall receive assignment pay of thirty-five dollars (\$35.00) bi-weekly, to be added to the employee's regular rate of pay.

(c) Employees assigned as K-9 Officers shall receive assignment pay of sixty dollars (\$60.00) bi-weekly, to be added to the employee's regular rate of pay, for all non-scheduled hours associated with the care, handling and training of a canine.

(d) Employees assigned to duties deemed by the Police Chief to require special knowledge, skills or abilities beyond that required of the sworn position shall receive assignment pay of thirty-five dollars (\$35.00) bi-weekly, to be added to the employee's regular rate of pay.

#### Section 7 - Call Back and Stand-By Pays

(a) Employees who are called to return to work after both completing their regularly scheduled shift and leaving the work place, shall be paid one and one-half (1-1/2) times the regular rate of pay for all hours actually worked or for a minimum of three (3) hours, whichever is greater. It is understood that the provisions of this Section 4 shall apply in the event a court-related function is cancelled on the same day such function was scheduled.

(b) Employees placed on stand-by/on-call status while off duty shall be paid the regular rate of pay for all hours on such status or for a minimum of two (2) hours, whichever is greater.

(c) One detective, on a rotational basis, will be placed in standby/on-call status and will be expected to return calls and respond if needed. The employee shall be paid five (5) hours at their regular rate of pay during the week days and five (5) hours for weekends.

#### Section 8 - Court Appearance Pay

Employees who are required to attend court or a court-related function in connection with their official duties on other than regularly-scheduled work hours shall be paid at one and one-half (1-1/2) times the regular rate of pay for all hours actually at court or for a minimum of two (2) hours, whichever is greater. Any witness fees received by an employee under this Section shall be retained by the employee. Court appearances which are cancelled within twenty four (24) hours of the scheduled appearance shall entitle the employee to two (2) hours of Court appearance pay at one and one-half (1-1/2) times the regular rate of pay.

### Section 9 - Temporary Upgrading

City may, in its discretion, assign an employee to serve as a temporary replacement for an absent supervisor.

Employees who are temporarily assigned to a higher pay grade classification for a shift of eight hours or more shall be paid a five percent (5%) increase in their regular rate or the minimum of the classification to which they are temporarily assigned, whichever is greater. Such payment shall be retroactive to the first day of the temporary upgrade.

### Section 10 - Longevity

A longevity premium is discontinued and in consideration of the discontinuation of the longevity premium, employees in the bargaining unit shall have their regular rate of pay under the step plan increased in each year of this agreement as a separate line item on each employee's pay check by an amount based on a percentage of their regular rate of pay as of September 30, 1997, as follows:

<u>Date of Hire</u>	<u>Percentage</u>
After October 1, 1995	0%
between September 30, 1995 and October 1, 1994	1.00%
between September 30, 1994 and October 1, 1993	1.25%
between September 30, 1993 and October 1, 1992	1.50%
between September 30, 1992 and October 1, 1991	1.75%
between September 30, 1991 and October 1, 1990	2.00%
between September 30, 1990 and October 1, 1989	2.25%
between September 30, 1989 and October 1, 1988	2.50%
between September 30, 1988 and October 1, 1987	2.75%
between September 30, 1987 and October 1, 1982	3.00%
between September 30, 1982 and October 1, 1977	5.00%
prior to October 1, 1977	7.00%

The increase shall take effect October 4, 1997 for all employees in the bargaining unit except these employees who received a longevity premium after October 1, 1997, and prior to the ratification of this Agreement. Those employees shall receive the increase effective the first bi-weekly payroll period beginning after October 1, 1998.

### Section 11 - Shift Differential

Employees working the evening shift shall receive a shift differential as follows:

Shift 1 Day (0600-1759) None

Shift 2 Evening (1800-0559) \$.40 through December 30, 2016 and \$1.00/hr. as of December 31, 2016.

For those employees who worked seventy-five percent (75%), or more of their hours on the Evening Shift the shift differential shall apply for all hours worked on that shift.

Shift Differential shall only apply for those employees who have successfully completed the field training program.

Employees assigned to the Street Crimes Unit (SCU) shall receive shift differential added to their base rate of pay.

Article 14  
**Off-Duty Employment**

**Section 1 - Off-Duty Employment**

Off-duty employment of employees shall be controlled by Police Department General Order B-42. Changes to General Order B-42 shall be mutually agreed upon by Police Administration and the Union for the duration of this Agreement.

## ARTICLE 15

### Leave

#### Section 1 - Annual Leave

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

Such employees who have accrued four hundred (400) hours of leave at the beginning of a fiscal year or during a fiscal year must use all accrued annual leave exceeding four hundred (400) hours as of September 30<sup>th</sup> of every fiscal year. Such employees who fail to use all accrued annual leave exceeding four hundred (400) hours as of September 30<sup>th</sup> shall forfeit those hours as of September 30<sup>th</sup> of every fiscal year. Such employees shall not be eligible for any annual leave buy-back payment.

(b) Employees with six (6) through ten (10) years of continuous service will be credited with thirty (30) days of annual leave per fiscal year. This leave will be accrued by each employee at the rate of 20.00 hours per month.

Such employees who have accrued four hundred (400) hours of leave at the beginning of a fiscal year must use a minimum of 160 hours of annual leave per fiscal year. Employees who have accrued less than four hundred (400) hours of leave at the beginning of a fiscal year, but who reach the four hundred (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 that must be used shall be based on a prorated amount of the minimum use hours listed above. As of September 30<sup>th</sup> of each year, an employee who has four hundred (400) hours in his/her leave bank and who has used or forfeited the minimum annual leave for the fiscal year, shall be paid for all remaining hours of annual leave in excess of four hundred (400) hours at his/her regular rate of pay. This payment shall be made in the first two (2) weeks of December.

(c) Employees with eleven (11) or more years of continuous service will be credited with annual leave as follows:

Employees with eleven (11) years of continuous service will accrue 20.72 hours per month;

Employees with twelve (12) years of continuous service will accrue 21.36 hours per month;

Employees with thirteen (13) years of continuous service will accrue 22.00 hours per month;

Employees with fourteen (14) years of continuous service will accrue 22.72 hours per month;  
and

Employees with fifteen (15) or more years of continuous service will accrue 23.36 hours per month.

Employees with eleven (11) through fifteen (15) years of continuous service who have accrued four hundred (400) hours of leave at the beginning of a fiscal year must use a minimum of one hundred forty hours (140) of annual leave per fiscal year. Employees who have accrued less than four hundred (400) hours of leave at the beginning of a fiscal year, but who reach the four hundred (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 that must be used shall be based on a prorated amount of the minimum use hours listed above. As of September 30<sup>th</sup> of each year, an employee who has four hundred (400) hours in his/her leave bank and who has used or forfeited the minimum annual leave for the fiscal year, shall be paid for all remaining hours of annual leave in excess of four hundred (400) hours at his/her regular rate of pay. This payment shall be made in the first two (2) weeks of December.

Employees with sixteen (16) or more years of continuous service who have accrued four hundred (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 four hundred (400) hours of leave at the beginning of a fiscal year, but who reach the four hundred (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 that must be used shall be based on a prorated amount of the minimum use hours listed above. As of September 30<sup>th</sup> of each year, an employee who has four hundred (400) hours in his/her leave bank and who has used or forfeited the minimum annual leave for the fiscal year, shall be paid for all remaining hours of annual leave in excess of four hundred (400) hours at his/her regular rate of pay. This payment shall be made in the first two (2) weeks of December.

(d) An employee who fails to use the minimum annual leave for a fiscal year shall forfeit any unused minimum hours as of September 30<sup>th</sup>.

(e) If an employee does not have four hundred (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.

(f) Upon retirement, resignation, termination or death, any accrued annual leave will be credited to the employee's earnings in the City's Retirement Plan (see Article 16, Section 2) and paid to the employee. Accrued annual leave paid for the last month worked will be prorated based on the number of days worked in that month.

(g) The use of annual leave for other than illness must be scheduled with the employee's supervisor. In case of illness, an employee must notify his/her supervisor not later than two (2) hours before the beginning of the scheduled work day or in accordance with Police Department Rules and Regulations.



(h) When an employee uses more than three (3) consecutive days of unscheduled annual leave, the employee may be required to submit a medical certificate to be paid for the use of said annual leave.

## Section 2 - Holidays

Employees shall be paid eight (8), ten (10) or twelve (12) hours, depending on the schedule they work at the time of the holiday, at their regular rate of pay for each of the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Other Days Approved by City Council

## Section 3 - Funeral Leave

Employees shall be granted leave with pay not to exceed five (5) working days or 40 regular hours per incident in the event of a death in the immediate family. Such leave shall not be deducted from the employee's accrued annual leave.

The term "immediate family" as used in this Section shall refer to an employee's spouse and to the children (including step children), parents (including step parents), legal guardians, siblings (including step siblings and half siblings), grandchildren (including step grandchildren) and grandparents (including step grandparents and/or great grandparents) and the mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law (including step in-laws) of both the employee and his/her spouse.

## Section 4 - Leave Without Pay

(a) For good and sufficient reasons, and with the approval of the Chief of Police, Human Resource Director, and City Manager, employees may be granted leave without pay for a period not to exceed one hundred and eighty (180) days. During any period of leave without pay exceeding fifteen working days, 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 or her option, maintain such benefits at the employee's sole expense. Leaves may be extended an additional one hundred and eighty (180) days with the approval of the City Manager.

(b) Employees shall be placed on Family and Medical Leave Act (FMLA) based upon the law. Employees shall use any accrued annual leave during the FMLA period.

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

#### Section 5 - Military-Related Leave

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

## ARTICLE 16

### Benefits

#### Section 1 – Insurance

A. City shall provide health insurance, life insurance including accidental death and dismemberment (AD&D) insurance to current employees. Retirees will be provided retirement benefits as provided in the Retirement Plan and health and life insurance as provided for in paragraphs B, C, D, and E herein.

B. Bargaining unit employees whose date of employment is on or before October 1, 2003, shall be entitled to group health and life insurance 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 insurance program, bargaining unit 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 insurance, the City shall provide a monthly subsidy to retirees covered under this section equal to the cost of Medicare Part B coverage.

Present bargaining unit retirees and employees who become eligible to retire pursuant to this section shall also be entitled to group life insurance 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 and who have been continuously employed by the City for more than ten (10) years, shall be entitled to receive a 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. The amount of the subsidy shall be determined by multiplying the employee's years of service times five dollars (\$5.00). The minimum monthly subsidy provided to retirees shall be fifty dollars (\$50.00) and the maximum monthly subsidy shall be one hundred fifty dollars (\$150.00). In order to continue to receive the subsidy, and participate in the City's group health insurance program, 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. Employees that qualify for group health and life benefits pursuant to paragraph 1(b) of this section shall not be eligible for any additional group health and life benefits as provided for under paragraph 1(c) of this section.

## Section 2 - Retirement Plan

- (a) The pension plan known as the "City of Cape Coral Municipal Police Officers' Retirement Plan" has been discussed at the bargaining table. The parties agree that the City of Cape Coral Municipal Police Officers' Board of Trustees shall administer the retirement plan. The employee pension contribution shall be ten percent (10%).
- (b) The monthly retirement benefit shall equal three and one quarter percent (3.25%) of the Average Final Compensation for each year of Credited Service.
- (c) For members employed on or before the date identified in the ordinance effectuating these changes to the Police Retirement Plan, a maximum monthly benefit cap of \$7,917.00, exclusive of cost of living adjustments is instituted.
- (d) For members employed after the date identified in the ordinance effectuating these changes to the Police Retirement Plan, the following plan changes are in place.

The normal retirement age is the earlier of age 52 and 10 years of credited service or 27 years of credited service regardless of age.

A maximum monthly benefit cap of \$7,917.00, exclusive of cost of living adjustments is instituted.

Cost of living adjustments shall commence on October 1st following three complete years of retirement income payments. The cost of living increase shall equal 3% and the first payment shall be prorated according to the number of months the member retired prior to October after being retired for three years.

- (e) Prior notification of all meetings of the aforementioned Board of Trustees, as well as copies of meeting agenda, minutes and all other pertinent information shall be furnished by the Board of Trustees to the Union for the purpose of informing employees as to the status of the retirement plan.

- (f) Upon ratification of this agreement by both parties and the subsequent enactment of any necessary amended City Ordinance, the following changes to the retirement plan shall be effective for all current and future members of the Retirement Plan.

Share Plan - A Share Plan will be created for all current active (non-DROP) members as of the effective date. The details of the Share Plan are as follows:

- (a) On the effective date, the parties mutually consent to allocate the current Excess State Monies Reserve (\$1,653,313.62) into Share Plan accounts for each active Police Officer.
- (b) The initial allocation of the Excess State Monies Reserve to individuals will be based upon the ratio of an officer's completed years of service accrued between October 1, 2006 and September 30, 2016 relative to the total number of years of service completed by all current active members during that same timeframe. For this purpose, an active member includes a member who is currently in the DROP program.
- (c) Future State Monies allocations into the Share Plan will be split evenly for all officers earning a full share during that year.
- (d) Vesting in Share Plan balances will be in accordance with the Vesting schedule outlined in the Ordinance. Members who terminate will have their unvested balances reallocated evenly to all other active Members who earned a share during the year that the terminating member leaves.
- (e) When a vested member terminates they will be eligible to receive their Share Plan benefit immediately. However, only 80% of the Share Plan balance from the prior year will be distributed at the time of termination. The remainder will be distributed once the current year's interest has been determined. A member will receive pro-rata simple interest based upon the number of days worked during the fiscal year in the year of termination. Interest will be allocated annually.
- (f) Each member will receive one share for a full fiscal year of continuous service. No shares will be earned by the member during the year of hire or termination unless the officer was hired on October 1 or terminated on September 30th.
- (g) Service time that is purchased for time worked at a different Police department will not be eligible to receive shares.

Future State Monies – The parties mutually consent to allocate the first \$1,200,000 of State Premium Tax Monies to the City for purposes of offsetting its funding requirements. This base amount will not increase in the future regardless of the amount of State Monies received.

A one-time, ad-hoc COLA will be provided to all disability retirees who are retired as of the effective date at the rate of 2% per year for each year the disabled member has been retired. This benefit will be funded by allowing the City an additional allotment of State Monies annually. For 2017, the cost of this benefit is \$40,924. This amount will increase by 3% per year annually. So for 2017, the City will be able to utilize \$1,240,924 in State Monies, if received, to offset its funding requirements. Any State Monies received in excess of this amount will be allocated to the Share Plan. In 2018, the City will be able to utilize up to \$1,242,152 ( $\$1,200,000 + 40,924 * 1.03$ ) to offset its



requirements, and any excesses will be deposited into the Share Plan and allocated in accordance with ( c ) above.

The Share Plan section and retirement disability COLA is contingent upon the City's receipt of future 185 monies.

### Section 3 - Training

City shall pay for any training or courses required to obtain Florida State Certification as a law enforcement officer.

### Section 4- Mandatory Recertification Training

City shall pay for any training or courses required to obtain Florida State Recertification as a law enforcement officer, provided employees attend training or courses chosen by City. Employees will be paid for time spent in attending such training or courses.

### Section 5- Education Reimbursement

To be eligible for educational reimbursement, employees must have regular status and have completed their new hire 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. There are no positions within the Police Department that require a Doctorate degree. Therefore the City will not reimburse employees for any courses that are taken as part of a Doctoral degree program.

A maximum of three thousand five hundred dollars (\$3,500) for books and tuition reimbursement per employee will be authorized per fiscal year (October 1 through September 30). Each fiscal year, funds allocated to the Police Department to support the City's educational reimbursement program, will appear as a department line item in the adopted budget approved by City Council. These designated funds will serve as a cap for the fiscal year. The Department shall adhere to the provision of the City of Cape Coral Administrative Regulation governing educational reimbursement.

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

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

No reimbursement will be made for grades below "C", incomplete, or withdrawal]

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

Prior to starting any courses all employees shall submit the Educational Reimbursement Request Form as provided for in the City of Cape Coral Administrative Regulation governing educational reimbursement along with a copy of the course description to the Police Chief. Employees must receive prior written approval of the Police Chief and the Human Resources Director before starting a course.

Employees seeking reimbursement for tuition and book expenses must submit to Human Resources an original transcript of their grades and original itemized receipts for tuition and books within thirty (30) days of availability of the transcript in order to be eligible for reimbursement.

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, late fees, and voluntary dues and fees are not reimbursable.

Reimbursement under this policy will be reduced by any other financial aid 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 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.

**Article 17**  
**Sworn Officers Killed in the Line of Duty**

**Section 1 - Sworn Officers Killed in the Line of Duty**

When a sworn law enforcement officer is killed in the line of duty, the Police Department shall provide at least two (2) employees, a marked City vehicle, and expenses to represent City at all funerals held in Southern Florida. For the purpose of this Article, Southern Florida is that portion of the State of Florida that lies South of Interstate 4.

**Section 2 – Sworn Cape Coral Officers Killed in the Line of Duty**

When a sworn Cape Coral Officer is killed in the line of duty the City of Cape Coral will pay ten thousand dollars (\$10,000.00) towards the Officer's funeral expenses. This is to include any duty death which is inflicted from a criminal act or resulting from the performance of official law enforcement duties, but not a death by natural causes.

**Section 3 – Employee Compensation**

With any termination, retirement, or death, all time due to the employee shall be paid by the next payroll cycle.

## **Article 18**

### **Uniforms and Clothing**

#### **Section 1 - Uniforms and Equipment**

City shall provide all uniforms and equipment, including, but not limited to, uniform shirts, pants, hats, rain gear, jacket, firearm, and two (2) pairs of shoes. City shall also provide "leather". Uniforms and equipment shall be replaced as they become unserviceable.

#### **Section 2 - Vests**

City shall provide a properly fitted bulletproof vest that meets the standards of the National Institute of Justice. The vest shall be replaced as it becomes dated

#### **Section 3 - Plain Clothes Allowance**

Employees who are assigned plain-clothes duty shall receive a clothing/shoe allowance of three hundred fifty dollars (\$350) for a six month period from April 1 through September 30 and October 1 through March 31 of each year. Payments will be made on April 1 and October 1 of each year in separate checks. Payments shall be prorated based on actual number of days in assignment during the aforementioned six month periods.

#### **Section 4 - Personal Property Replacement**

In the event that an employee's personal property is damaged as the result of action taken in the course and scope of employment, City shall repair or replace any such personal property. Prescription eyeglasses shall be replaced at the actual cost. Jewelry, watches and other such items shall be replaced to a maximum of two hundred dollars (\$200), provided the employee was following procedure. Cellular telephones shall be repaired or replaced to a maximum of four hundred dollars (\$400.00). Any replacement requests under this section, will be denied if due to negligence of the employee.

#### **Section 5 - Cleaning Allowance**

Employees shall receive twenty-five dollars (\$25.00) per month as a cleaning allowance.

**Article 19**  
**Ammunition**

**Section 1 - Ammunition**

Employees shall be provided one hundred (100) rounds of ammunition each quarter (if available) for firearms practice.

The Quartermaster will issue each employee up to one hundred (100) rounds of practice ammunition suitable for use in department issued firearms or approved officer owned rifles.

A voucher may be issued to identify the employee who shall present the voucher to the Lee County Gun Range or any other location as designated by management, to pick up their quarterly ammunition. The ammunition must be used at the time it is received at the Lee County Gun Range or any other firearms range location as designated by management and not removed from the premises.

One box (50) rounds of ammunition will be provided for the qualification of up to one personally owned off duty and / or back up firearms of the following calibers: .380, 9mm, .40 or .45



## **Article 20**

### **Legal Benefits**

#### **Section 1 - Legal Benefits**

City shall provide competent legal defense to any employee who is sued as a result of lawful action taken in the course and scope of employment. City will initially choose an attorney to represent the employee, but if the employee is dissatisfied with the attorney chosen, City will supply the employee with a different attorney. An employee is allowed to reject City's choice of an attorney four (4) times, but may not reject the fifth (5th) choice. In any civil suit in which a defense is provided by City, City will indemnify the employee against any judgments rendered against the employee as a result of any lawful action taken in the course and scope of employment.

**Article 21**  
**Subpoenas**

**Section 1- Subpoenas**

The provisions of Section 48.031, Fla. Stat. will apply to the receipt, by the City, of witness subpoenas for City employees

## **Article 22**

### **Personnel Records**

#### **Section 1 - Personnel Records**

City shall maintain an official personnel file for each employee. Such files shall be centrally maintained in the City's Human Resources Department. The only personnel records that may be used as a basis for official action are those which appear in the official personnel file.

Disciplinary records shall be retained according to regulations of the Florida Department of State Division of Library Services Bureau of Archives and Records Management. Internal Investigations records final action summary shall be maintained in the employee's personnel file as long as the file exists. Not Sustained or Unfounded Internal investigation records will be maintained for one year. Sustained Formal Internal Investigations records will be maintained for five (5) years after final disposition. Sustained Informal Internal Affairs investigations will be maintained for three (3) years.

Formal Internal Affairs investigation records will be defined as those resulting in demotion, removals, or suspensions. Informal Internal Affairs Investigation records will be defined as those resulting in written reprimands, or similar action. Such documents shall be retained and purged in accordance with the aforementioned rules.

#### **Section 2 - Inspection of Records**

Employee may inspect all City records as provided in the provisions of the Florida Statutes, Chapter 119, or as such Chapter may be amended.

#### **Section 3 - Response to Discipline**

Employees shall be permitted to submit a written rebuttal to any disciplinary action within ten (10) calendar days of receipt of such action. Such written rebuttal shall be in addition to any rights provided under Article 11 (Grievance Procedure) of this Agreement.

#### **Section 4 - Annual Evaluation**

Only those records pertaining to the rating period may be used in preparing an employee's annual evaluation.

#### **Section 5 - Review by Citizen**

An employee shall be notified at the earliest practical time following a public records request to review the employee's official personnel file.

**Article 23**  
**Physical Examination, Drug Free Workplace & Rehabilitation**

**Section 1 - Physical Examination**

Employees shall submit to physical examinations every other fiscal year with employees having an identification number ending in an odd numeral submitting to a physical examination in every odd numbered fiscal year and employees with an identification number ending in an even numeral submitting to a physical examination every even numbered fiscal year. New employees will not be required to submit to a physical examination in the same fiscal year that the employee is hired. The physical examination shall be performed by a Health care provider chosen by City. Employees shall receive a routine physical exam compatible with the position of a law enforcement officer that meets common medical standards agreed to by both parties. Those medical standards may include:

Physical Examination  
Laboratory Tests  
Cardiopulmonary Testing  
Ultrasound Studies for Cardiovascular, Cancer, and Disease assessments  
Chest X-Ray  
Immunizations and Infectious Disease tests and vaccines  
Wellness evaluation

All records obtained via the physical examination shall be kept confidential between the Health care provider and the employee in accordance with HIPPA laws.

**Section 2 - Drug Free Workplace 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.

Every sworn employee shall be subject to random drug testing. The drug testing procedure utilized will be within FDLE (CJSTC) procedures as outlined in the applicable Florida State Statute. Each employee will be randomly selected for testing by employee number and will be selected through the use of a computerized random number generator or other neutral selection process. The City of Cape Coral Risk Management Division will perform this randomized selection. No employee shall be randomly selected more than four (4) times within one (1) calendar year. All disciplinary matters relating to the abuse of alcohol and/or drugs will be handled in strict compliance with all applicable City of Cape Coral policies and procedures.

### Section 3 – Rehabilitation – Alcohol

(a) Any sworn employee who fails an alcohol test will be provided rehabilitation under the terms of the City's Employee Assistance Plan. Upon successful completion of a rehabilitation program, the employee will be returned to a sworn position.

(b) Voluntary Rehabilitation Program. Employees are encouraged to come forward at anytime prior to being selected for testing and identify that they have an alcohol problem. If the employee volunteers that he/she has an alcohol problem to his/her immediate supervisor, Chief of Police, Human Resources Director, 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 submit to alcohol testing in accordance with the program outline and/or missing repeated meetings), shall be subject to discipline, up to and including discharge termination.

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 and the employee is successfully placed in a sworn position, 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 no more than four (4) unannounced drug alcohol tests for a one (1) year period, with no more than one (1) unannounced test per quarter. If during this time, the employee tests positive, he/she will be subject to dismissal.

### Section 4 – Rehabilitation – Drugs (other than those lawfully prescribed by the employee's physician)

(a) Any sworn employee who tests positive on a random drug test will be disciplined per the general order and can enter into a "last chance" agreement if applicable (Appendix IV). Upon successfully completing the rehabilitation program, the employee may be reassigned to a non-sworn position in the City's workforce, based upon position availability and employee qualification.

(b) Voluntary Rehabilitation Program. Employees are encouraged to come forward at anytime prior to being selected for testing and identify that they have a substance abuse problem. If the employee volunteers that he/she has a substance abuse problem to



his/her immediate supervisor, Chief of Police, Human Resources Director, 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 discipline, up to and including discharge termination.

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 and the employee is successfully placed in a non-sworn position, 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 no more than four (4) unannounced drug tests for a one (1) year period, with no more than one (1) unannounced test per quarter. If during this time, the employee tests positive, he/she will be subject to dismissal.

#### Section 5 Prescribed Drugs

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. For example, if a law enforcement officer is taking medication that may affect or impair his/her ability to safely use a firearm, he/she must report this 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 if available or be placed on a 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 in Section 4 – Rehabilitation – Drugs. 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.

#### Section 6 – Follow-up

The program administrator will inform the Human Resources Director/Designee (i.e. Risk Manager) 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/drug 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 Outlined in Appendix V.

**Article 24**  
**Communicable Diseases**

**Section 1 - Communicable Disease Kit**

City shall equip all vehicles operated on Police Department business with a communicable disease kit to include a mask, gloves and disinfectant.

**Section 2 - Hepatitis B Inoculation**

City will provide Hepatitis B inoculations for all employees. However, in the event an employee starts the series of inoculations, but fails to complete them in the specified period of time, the cost of the inoculations will be deducted from the employee's next payroll check.

**Section 3 - Immunization and Inoculation**

In the event that the Department determines that an officer requires an inoculation or immunization as the result of exposure to a disease or illness in the line of duty, then the same immunization or inoculation will be made available to the members of the officer's household. This includes household members who currently reside with the officer or those household members who were residing with the officer at the time of exposure.

**Article 25**  
**Labor/Management Committee**

**Section 1 - Labor/Management Committee**

There shall be a Labor/Management Committee consisting of two (2) sworn law enforcement officers appointed by the Police Chief and two (2) members appointed by Union. The Labor/Management Committee shall discuss issues of mutual concern to the parties. These issues shall not include grievances or matters of collective bargaining.

Meetings shall be conducted on a semi-formal basis, and shall follow an agenda of items submitted by members of the committee to the Police Chief at least five (5) working days prior to the meeting. Meetings may be requested by either party to this Agreement. The committee shall meet in a time and place designated by the Police Chief, and the committee's recommendations shall be submitted to the Police Chief for review and comment. The committee shall determine its own rules of operation.

**Article 26**  
**Reserve Officers**

**Section 1 - Reserve Officers**

Reserve Officer I's and II's are not bargaining unit employees, and are not covered by this Agreement. Reserve Officers will be permitted to work "off-duty" or "work permit" assignments only when there is no employee available.

Reserve Officers I's may be scheduled to work a designated work week and may be used to substitute for employees on scheduled leave. Reserve Officer I's may also be used to substitute for employees on unscheduled leave when no employee is available to maintain minimum staffing requirements.



**Article 27**  
**Safety**

All employees who maintain a rolling annual preventable traffic crash-free record shall receive a paid "Safety Day" off. The determination of a preventable traffic crash shall be decided solely by the Chief of Police.

The "Safety Day" shall be paid in accordance with the employees assigned schedule and will be based on an eight (8) hour workday; ten (10) hour workday; or twelve (12) hour work day.

## **Article 28**

### **Duration of Agreement**

#### **Section 1-Duration of Agreement**

Upon ratification by the members, this Agreement shall remain in full force and effect through September 30, 2019. Subsequently, it shall automatically be renewed from year to year, unless either party shall have notified the other in writing at least one hundred and twenty (120) calendar days prior to the expiration of the Agreement.

The parties agree that all articles will remain status quo and not be subject to reopening or further modification for any reason until September 30, 2019, unless mutually agreed to by both parties.

#### **Section 2 - Entire Agreement**

During the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals regarding any subject or matter not removed by law from the area of collective bargaining. All of the understandings and agreements arrived at by the parties are set forth in this Agreement. Nothing contained in this Agreement shall constitute a waiver of Union's right to bargain over the impact of managerial decisions that impact other terms and conditions of employment.

#### **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.

**Appendix I**  
**Payroll Deduction Authorization**

**Authorization for Deduction of Union Dues**  
**for**  
**Cape Coral Lodge #33**  
**of the**  
**Fraternal Order of Police**

I hereby authorize the City of Cape Coral to deduct the union dues established by Cape Coral Lodge #33 of the Fraternal Order of Police.

Dues shall be deducted from the bi-weekly paycheck, except for the third paycheck from months where there are three (3) bi-weekly payroll period endings. The deducted monies shall be remitted to the Secretary of Cape Coral Lodge #33.

The City of Cape Coral will deduct a sum of \$2.00 to offset costs incurred in providing this service. This amount will be taken from the dues collected.

I understand that this payroll deduction authorization for union dues is voluntary and that I may revoke this authorization at any time by giving written notice to the City of Cape Coral and Cape Coral Lodge #33. Any such written notice shall be on the form agreed to by the City of Cape Coral and Cape Coral Lodge #33.

\_\_\_\_\_  
(PRINT First and Last Name)

\_\_\_\_\_  
(Employee Number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Appendix II**  
**Revocation of Payroll Deduction Authorization**

**Revocation of Deduction for Union Dues  
for  
Cape Coral Lodge #33  
of the  
Fraternal Order of Police**

I hereby instruct the City of Cape Coral to stop the deduction of union dues for Cape Coral Lodge #33 of the Fraternal Order of Police.

I have notified Cape Coral Lodge #33 of this revocation.

\_\_\_\_\_  
(PRINT First and Last Name)

\_\_\_\_\_  
(Employee Number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## STANDARD GRIEVANCE FORM

## STEP 2

**Agreement Provision Violated and Remedy Requested:**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

**Grievant's Signature**

Union Representative's Signature

## STANDARD GRIEVANCE FORM

GRIEVANCE NUMBER: \_\_\_\_\_

**STEP 2 - Continued**

<b>Grievant's Name:</b>	
<b>Grievant's Division:</b>	
<b>Grievant's Employee Number:</b>	

Date Presented to Chief: \_\_\_\_\_

Police Chief's Answer:

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\_\_\_\_\_  
Police Chief Signature

\_\_\_\_\_  
Date

Answer Accepted: \_\_\_\_\_

Answer Rejected: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Union Representative's Signature



**STANDARD GRIEVANCE FORM**  
GRIEVANCE NUMBER: \_\_\_\_\_

### STEP 3

Grievant's Name:	
Grievant's Division:	
Grievant's Employee Number:	

Date Presented to City Manager: \_\_\_\_\_

**City Manager s Answer:**

[illegible]

City Manager Signature

Date \_\_\_\_\_

Answer Accepted: \_\_\_\_\_

Answer Rejected: \_\_\_\_\_

Grievant's Signature

Union Representative Signature

**Appendix IV  
Drug Free Work Place**

**LAST CHANCE AGREEMENT**

WHEREAS, \_\_\_\_\_ has been employed with the City of Cape Coral since \_\_\_\_\_; 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 random drug test is positive for the first time, the CITY may decide to mitigate the employee's discipline to a suspension on the condition that the employee enter 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 the CITY's rules and regulations governing use of illegal substances to a \_\_\_\_\_ ( ) day 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 Agreement will automatically result in termination of EMPLOYEE.

3. Prior to possible placement in a non-sworn position, EMPLOYEE understands that he must be evaluated by the CITY's Substance Abuse Professional and must enter and successfully complete any rehabilitation program recommended by the Substance Abuse Professional. If the Substance Abuse Professional orders rehabilitation, such rehabilitation shall be at EMPLOYEE's expense. Prior to possible placement in a non-sworn position, EMPLOYEE must test negative for drugs and be otherwise cleared to return to work by the Substance Abuse Professional. Any refusal to submit to evaluation and/or treatment is a violation of this 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 Annual Leave. If entitled to FMLA (Family Medical Leave Act), 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 will not last longer than six (6) months from the time the employee enters the program. The employee will sign a medical release. The Substance Abuse Professional will inform the Human Resources Director/Risk Manager of the employee's progress and the test results, but all records, correspondence, etc. shall remain confidential and shall be maintained outside the employee's personnel file.

4. EMPLOYEE understands that, if he is authorized to return to work by the CITY's Substance Abuse Professional and is selected to fill a non-sworn position, he will be subject to no less than six (6) random drug tests 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, at the discretion of the CITY, 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.

5. Upon completion of the twelve (12) month period, EMPLOYEE understands that he will still be subject to examination under the terms of the CITY's drug and alcohol rules and regulations and CITY's drug testing program and that any subsequent positive drug or alcohol test will result in termination of EMPLOYEE's employment. Nothing in this agreement shall be deemed to alter any provisions of the CITY's rules and regulations with respect to the use of controlled substances.

6. EMPLOYEE hereby waives his 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.

7. 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 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 Agreement prior to executing it, has been afforded the opportunity to consult with legal counsel, if desired, and EMPLOYEE agrees to be bound by all terms and conditions herein.

10. This 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

\_\_\_\_\_  
POLICE CHIEF/DESIGNEE

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

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

\_\_\_\_\_  
WITNESS

APPROVED AS TO FORM:

**Appendix V  
Drug Free Workplace**

**REHABILITATION AGREEMENT**

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

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

WHEREAS, EMPLOYEE agrees to the terms of this Article 23.2.

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

Date \_\_\_\_\_