

AGREEMENT BETWEEN
THE CITY OF CAPE CORAL
AND
THE CAPE CORAL PROFESSIONAL FIRE FIGHTERS
LOCAL 2424
OF
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
REPRESENTING THE
SUPERVISORY AND RANK & FILE
BARGAINING UNITS

October 1, 2024 through September 30, 2027

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Article 1
Preamble

This Agreement is made and entered into by the Cape Coral Professional Fire Fighters, Local 2424 of the International Association of Fire Fighters, hereinafter referred to as "Union", and the City of Cape Coral (Florida), hereinafter referred to as "City".

Section 1 – Purpose

The purpose of this Agreement is to increase the general efficiency in the Cape Coral Fire Department (CCFD), to maintain the existing harmonious relationship between the CCFD and its employees, and to promote the morale, rights and well-being of CCFD employees.

Section 2 – Public Employees

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

Article 2

Recognition

Section 1 – Recognition

Pursuant to, and in accordance with, the provisions of Florida Statutes, Chapter 447, or as such Chapter may be amended, City recognizes Union as the exclusive representative of employees in the bargaining unit(s) for the purpose of collective bargaining with City regarding wages, hours and other terms and conditions of employment.

Section 2 – Bargaining Unit(s)

Section 2.1 – Rank & File

The bargaining unit for which this recognition is afforded shall include all regular and probationary employees occupying any positions in the following classifications:

- Fire Fighter
- Fire Engineer/Driver
- Fire Lieutenant
- Fire Inspector

Section 2.2 – Supervisory

The bargaining unit for which this recognition is afforded shall include all regular and probationary employees occupying any positions in the following classifications:

- Fire Battalion Chief

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(s) 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 Constitution 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 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 Fire Department; to determine the standards of selection for employment; to determine the work appropriate to a classification; to hire, transfer, promote and demote employees; to direct employees; to take disciplinary action up to, and including, discharge for cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to issue rules and regulations; to determine the methods, means and personnel by which City's operations are to be conducted; to establish 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 – Non-waiver

The City's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the City from exercising the same right in some other way not in conflict with the expressed provisions of this Agreement.

Section 3 – Non-waiver of Right to Bargain

Nothing contained in this Article shall be interpreted as a waiver of Union's right to bargain over any impact the exercise of any of the foregoing management rights has upon wages, hours, or other terms and conditions of employment.

Section 4 – 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
Employee/Union Rights

Section 1 – Employee Rights

Employees of the CCFD shall have the right to form, join, and participate in the Union. Employees shall have the right to negotiate collectively with the City in the determination of the terms and conditions of their employment. Employees shall have the right to be represented in the determination of grievances on all terms and conditions of their employment. Employees shall have the right to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection. Employees shall have the right to express or communicate to management any view, grievance, complaint or opinion related to any term or condition of employment, all free from interference, restraint, coercion, discrimination or retaliation. Employees engaged in such activity shall use the chain of command.

Section 2 – Non-Discrimination

Employees of the CCFD shall have the right to join the 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 holding office or not holding office in the Union.

Section 3 – Subcontracting/Privatization Notice

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.

All rights, privileges, fringe benefits and working conditions enjoyed by employees at the present time which are not specifically referred to or abridged in this Agreement shall remain in full force, unchanged and unaffected in any manner, unless changed by mutual consent.

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 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 3 – Deduction Methodology

Dues shall be deducted bi-weekly. The deducted monies shall be remitted to Union within thirty-five (35) calendar days from which they were deducted. 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 A of this Agreement), City shall deduct those Union dues certified in writing by an authorized Union officer.

Section 5 – Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by a member upon written notice to Union and City. Any such revocation shall be on the form (as shown in the Appendix of this Agreement).

Section 6 – Payroll Deduction of FIREPAC

Employees shall have the ability to make voluntary contributions to the IAFF FIREPAC program through authorized payroll deductions, provided that the employee has signed and submitted the form to the City (as shown in Appendix).

Section 7 – Payroll Deduction for the IAFF VEBA

Employees shall make pre-tax payroll contributions to the Cape Coral Professional Firefighters Health Insurance Trust (IAFF VEBA). Before payroll deductions commence, the Union must receive a determination letter from the Internal Revenue Service (IRS) stating that contributions to the VEBA can be made with pre-tax dollars. This section and Section 3 of Article 18 shall not go into effect until a determination letter has been received by the Union and provided to the City which states that pre-tax dollars can be used to contribute to the VEBA. Pre-tax contributions shall commence the first full pay period following receipt by both the Union and City of the IRS determination letter which satisfies the requirements of this section.

Article 6

Union Business

Section 1 – Leave Time Contribution

The City and the Union agree to sustain Leave Time Contributions annually at the commencement of each fiscal year (October 1st). All dues paying members agree to contribute a specific number of leave hours specified in writing by the Union President. The hours contributed shall be deducted from their annual earned leave hours. The City shall deduct those annual leave hours after each member has accrued their hours in January. For example: A member earns twenty-six point five (26.5) hours in January; they then have eighteen (18) hours deducted for leave time contribution, leaving the member with a monthly earned net of eight point five (8.5) hours. This total will be added to the member's cumulative earned leave hours. Each Union member's hourly contribution will then be converted to dollars by multiplying that hourly contribution times their current hourly rate. After every Union member's hourly contribution are converted to dollars, those dollars will be totaled and the total dollar amount, along with written documentation of the total dollar amount, will be forwarded to the Union's Treasurer no later than February 15th of that same calendar year.

Section 2 – Union Business

Any member who is off on Union Business shall arrange for their replacement and schedule the Union Business consistent with the staffing parameters of the Fire Department (e.g. 50% rule, specialty requirement, no impact to the schedule). The member who agrees to work shall be paid at a predetermined rate by the Union and in compliance with applicable laws. The working member shall meet all qualifications of the rank they are replacing. Time off for Union business shall not be counted against members in accordance with Article 12 - Exchange of Duty. The approved time off will be considered work hours for the purpose of overtime calculation, for Rank and File members.

Union members who are elected at large to a Principal Officer position, who cannot arrange for another member to work in their absence, shall be afforded time off for Union business when staffing exceeds the minimum needed per tour. This time will be deducted from the Principal Officer's leave time and will be made whole by the Union.

Section 3 – Meetings

The City will allow Union members, who are appointed by the Union to committees, to attend all joint Departmental committee meetings between both parties while on duty, providing members remain in a response ready available mode. The Union shall certify a list of appointed committee members to the Fire Chief's office to serve on such committees. Elected Officers of the Union shall be allowed to attend any and all meetings relating to employee issues while both on and off duty.

Section 4 – Union Member Hardship

Time off for employee hardship under this Article shall be utilized by any Union member after exhausting any other approved time off (e.g., Leave Sharing, Employee Hardship) provided by the City. The Union shall inform the Fire Chief, via electronic mail, of the Union Member Hardship. The employee who agrees to work shall be paid by the Union at a predetermined rate, as determined by the Union. The working employee shall meet all qualifications of the rank they are replacing. Requests for an employee to work outside of the qualifications of the Hardship employee are subject to Fire Chief approval.

Article 7

Grievance Procedure

Section 1 – Definitions

For purposes of this Agreement, a “grievance” is a difference or dispute regarding the meaning, interpretation or application of the terms of this Agreement. A “class action grievance” is a grievance that affects an entire class of employees.

Section 2 – Grievance Procedure

Prior to an employee filing a grievance, the employee should discuss the grievance with a Union Representative, to assist them with the grievance process.

Grievances shall be processed as follows:

Step 1

The employee shall submit the grievance in writing or on the electronic “Grievance Form” to the Fire Deputy Chief and Union Vice President within ten (10) calendar days of the event causing the grievance or within ten (10) calendar days of when the employee becomes aware of such event. The Fire Deputy Chief or designee shall attempt to adjust the matter and shall respond to the employee, in writing, within ten (10) calendar days from the date of submission of the grievance.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the employee shall present the grievance, in writing, to the Union’s Grievance Committee within ten (10) calendar days of the decision rendered at Step 1. The Union’s Grievance Committee shall determine whether the grievance is valid and has merit. If the Union’s Grievance Committee finds the grievance invalid or is without merit, no further action shall be taken by the Union. If the Union’s Grievance Committee determines that the grievance is valid and has merit, the Union shall present the grievance to the Fire Chief, in writing, within ten (10) calendar days of the date the grievance is presented to the Union’s Grievance Committee.

Step 3

The Fire Chief or designee shall render a decision, in writing to the Union, within ten (10) calendar days from the date the grievance was presented.

“Class Action Grievances “

“Class action grievances,” approved by the Union’s Grievance Committee, shall be presented in writing directly to the Fire Chief within ten (10) calendar days of the event causing the grievance or within ten (10) calendar days of when the Union becomes aware of such event. The Fire Chief or designee shall render a decision in writing to the Union within ten (10) calendar days from the date the grievance was presented.

Step 4

If the grievance is not satisfactorily resolved at Step 3, the grievance shall be presented to the City Manager, in writing by the Union, within ten (10) calendar days of the decision rendered at Step 3. The

City Manager or designee shall render a decision in writing to the Union within ten (10) calendar 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 mediation is concluded.

Arbitration

If the grievance is not satisfactorily resolved at Step 4, the Union shall give notice of intent to arbitrate, in writing, within ten (10) calendar days of the decision rendered at Step 4. The notice must be served upon the City's Human Resources Department and concurrently mailed to the Federal Mediation and Conciliation Service requesting a panel of seven (7) qualified arbitrators.

An arbitrator shall be selected from the panel by the alternate striking of names with the Union making the first (1st) strike. Any 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 this 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 final hearing's conclusion. 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.

In the event any party claims a dispute is non-arbitrable, the arbitrator shall rule on that issue prior to considering the merits of the grievance.

This Agreement constitutes a contract between the parties that shall be interpreted and applied in the same manner as any other contract under the laws of the State of Florida. The arbitrator's function and purpose are 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 arbitrator's services shall be borne equally by the parties; however, each party shall pay its own expenses, including attorney's fees.

Section 3 – General Provisions

- (a) The parties to this Agreement shall make a good faith effort to schedule and hold arbitration hearings in a reasonable and timely manner. If the arbitrator chosen by the parties is not available until after ninety (90) days from the date of an arbitration request, then the parties agree to select another arbitrator so long as the newly selected arbitrator is available within this ninety (90) day time period.

- (b) Time limits in this Article may be lengthened or shortened pursuant to a written agreement between the parties.
- (c) Step(s) of the grievance procedure may be waived in order to expedite arbitration pursuant to a written agreement between the parties.
- (d) A probationary employee (new hire) shall have the rights of the grievance procedure for disciplinary actions through Step 2.
- (e) The Union shall not be obligated to represent employees who are not members of the Union in processing grievances.
- (f) Only the Union shall have the power to process and advance a grievance to arbitration, except where the Union has declined to represent an employee because they are not a member of the Union.

Article 8

Seniority

Section 1 – City Seniority

Each employee shall have City seniority based on the employee's total length of service with the City, dating back to the employee's first (1st) date of continuous employment with the City, in a full-time position.

City seniority shall be used for computing annual leave accrual, pension/retirement and longevity.

Leave without pay which is approved by the Fire Chief and the City shall not constitute a break in service.

Section 2 – Departmental Seniority

Each employee shall have Departmental Seniority based on the employee's total length of service with the Fire Department dating back to the employee's first (1st) date of continuous employment with the Fire Department. Departmental Seniority shall be used in determining reduction of personnel due to layoff, recall from layoff and demotion.

For purposes of layoffs and recall, but not for any other purpose, departmental seniority shall be augmented by one (1) month of credited service for each year of qualified military service in accordance with Section 295.07, Florida Statutes, as amended, for preference in employment retention. It shall be the employee's responsibility to request veteran's preference in writing, in a timely manner, and to verify entitlement to the veteran's preference. After application of both departmental seniority and veteran's preference, if two or more individuals are equal in terms of seniority, then the veteran shall be given preference. After application of both departmental seniority and veteran's preference, if two or more individuals are equal in terms of seniority, then the veteran with greater qualifying military time served shall be given preference.

Section 3 – Classification (Rank) Seniority

The Department shall utilize the employee's promotional date to establish seniority within their Classification (Rank).

In the event that seniority within a specific Classification (Rank) is equal between or among employees, the employee's most recent official hiring or promotional final eligibility list, shall be used in breaking the tie.

Each employee shall have Classification (Rank) Seniority based on the employee's total length of service in that Classification (Rank), which may include service in a higher rank if the employee is not retained in the higher classification and returns before completing the promotional probationary period (voluntarily or involuntarily).

Section 4 – Loss of Seniority

The Seniority rights of an employee shall terminate upon:

- Voluntary termination
- Retirement (excluding DROP participants)
- Termination for just cause

- Layoff exceeding twenty-four (24) months
- Failure to return from any authorized leave of absence (including FMLA) within three (3) calendar days of the scheduled leave date.
- Failure to report for work within fourteen (14) calendar days from the receipt of a letter of recall from layoff or failure to notify the City of intent to return to work within five (5) calendar days of the date of receipt of a letter of recall from layoff.

Section 5 – Probation of Newly Hired Employees

New employees shall be on initial probation for a period of one (1) year, during which time the City will have the right to retain the employee or dismiss the employee. The City shall have the right to extend initial probation no longer than two (2) consecutive periods, up to three (3) months each, after the initial one (1) year period before deciding to retain the employee in the designated class they currently hold.

An employee may only utilize accrued leave during the initial six (6) month probationary period in the case of illness or approval of the Fire Chief.

An employee who is terminated during the first six (6) months of the initial probationary period shall not receive payment for any unused leave. After the completion of the first six (6) months of the initial probation, employees shall be entitled to payment for any unused leave.

Section 6 – Probation of Newly Promoted Employees

Promoted employees shall be considered on probation for a period of six (6) months, during which time the City will have the right to retain the employee in the designated class or demote the employee to the Classification (Rank) previously held by the employee for just cause. The City shall have the right to extend promotion probation no longer than two (2) consecutive periods, up to three (3) months each, after the initial six (6) month period before deciding to either demote the employee to the Classification or Rank previously held or retain the employee in the designated class they currently hold.

Article 9

Staffing

Section 1 – Staffing Modification (Shift)

In the event of additional Fire Stations being placed in service, staffing additions, or layoffs during the term of this Agreement, the Fire Chief shall notify the department twenty-one (21) days prior to any modification.

Section 2 –Staffing Policy (Shift)

The parties agree that staffing is a management right and the department will implement and maintain a staffing policy that will outline minimum staffing, rank minimums, specialty response and staffing parameters.

Section 3 – Kelly Day, Scheduled Leave and Exchange of Duty Request and Assignment (Shift)

There shall be a minimum number of slots available for Kelly Days and Schedule Leave based on the number of minimum manning positions outlined in the staffing policy. The number of Kelly day and Scheduled Leave slots available will be no less than thirty percent (30%) of the minimum number of positions. (e.g. 59 positions multiplied by .30 equals 17.7 positions)

- (a) Kelly Day Requests Before August 1st of each year, all shift employees shall submit Kelly Day requests, in numerical order, to their respective Fire Battalion Chief via electronic mail. These will be reviewed by the respective shift Fire Battalion Chiefs and approved by the Fire Chief or designee. The Kelly Day assignments shall be awarded by Rank Seniority, based upon Kelly Day Parameters. The Fire Chief or designee shall finalize Kelly Day selections, and notify the respective shift employees via email, no later than August 15th.

Kelly Day assignments shall take effect on the first day of the first work cycle beginning on or after October 1st of each fiscal year and shall remain in effect until the first day of the first work cycle beginning on or after October 1st of the following fiscal year except in the event that the employee is promoted or placed on an alternate shift. Changes in the Kelly Days shall not increase overtime (e.g., one Kelly Day in a 21-day work cycle).

In the event of promotion, demotion, or placement on an alternate shift, the employee promoted, demoted, or placed on an alternate shift shall select a new Kelly Day from among the available Kelly Day slots in the new rank or on the alternate shift.

- (b) Before September 1st of each year, all shift employees shall submit their initial scheduled leave requests and exchange of duty (“trade-downs”) requests to their respective Fire Battalion Chief, via email and the electronic scheduling system, to be distributed based on Classification (Rank) Seniority (with scheduled leave requests having priority over an exchange of duty “trade downs”). These will be reviewed by the respective Fire Battalion Chiefs (Shift) and approved by the Fire Chief or designee.

Employees shall be afforded the opportunity to select all or part of their earned annual leave time. The Fire Chief or designee shall finalize Scheduled Leave selections, as well as any

approved exchange of duty ("trade-downs") and notify the respective employees via email prior to September 15th.

For a given fiscal year, after finalized Scheduled Leave selections and approved exchange of duty ("trade-downs") have been approved in the electronic scheduling system, scheduled leave and exchange of duty ("trade-downs") requests will be approved on a first-come, first-served basis.

Article 10
Work Schedules/Hours of Duty

Section 1 – Shift Work Period & Non-Shift Work Week

In compliance with the Fair Labor Standards Act (FLSA), the City uses a twenty-one (21) day work period for shift employees. The City has identified the twenty-one (21) day work period to start on Saturday at 00:01:00 hours and end twenty-one (21) days later on Saturday at 00:00: 59 hours.

The City uses a seven (7) day work week for all non-shift employees.

Section 2 – Shift Employees' and Non-Shift Employees' Work Schedules & Hours of Duty

Shift employees shall be normally assigned the following schedules:

- Rank & File (Shift) Employees: 0800 hours to 0800 hours
- Supervisory (Shift) Employees: 0700 hours to 0700 hours

Shift employees' normal work schedule shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty, with one (1) twenty-four (24) hour shift being scheduled as a Kelly Day during the twenty-one (21) day work period identified in Section 1. Shift employees will be regularly scheduled to work one hundred forty-four (144) hours (total 2496 hours) annually. Shift employees shall not be allowed to work more than forty-eight (48) hours, in an emergency response-ready assignment, in any sixty (60) hour time period. In cases of extreme or pending emergencies, the Fire Chief may waive this restriction.

Non-Shift employees will be scheduled on a forty (40) hour work week, which may consist of a five (5) day, eight (8) hours per day, schedule or four (4) day, ten (10) hours per day, schedule. The schedule shall be determined by the Fire Chief or designee. During the work week, non-shift employees will be regularly scheduled (40) hours (2080, total) annually.

Section 3 – Non-Shift Employee Holiday Work Schedule

For a Non-Shift employee working a four (4) day, ten (10) hours per day, schedule, said employee shall adjust their normal day off to a different day off for that week only in the event a holiday (in accordance with Article 16 - Leave, Section 6) falls on the employees' normal day off.

Section 4 – Non-Shift Employee Flex Time

Employees working a forty (40) hour week who wish to "flex" their time may do so by mutual agreement with their Supervisor. The "flex" time off must be taken and paid back during the same workweek to ensure the time compensated during the workweek equals forty (40) hours.

Section 5 – Shift Firefighters, Fire Lieutenant or Fire Battalion Chief Orientation Work Schedule

The Fire Chief may assign probationary shift Firefighters, Fire Lieutenants, or Fire Battalion Chiefs to a forty (40) hour week position for the purpose of orientation.

The parties agree that during this temporary assignment, the probationary shift Firefighters, Fire Lieutenants or Fire Battalion Chiefs will work forty (40) hours a week but will continue to be paid and accumulate all benefits as a Shift employee.

The Fire Chief may hold the probationary shift Fire Lieutenant or Fire Battalion Chief on orientation up to six (6) weeks (excluding scheduled leave), at which time the employee will be assigned their regular shift schedule.

The Fire Chief may hold the probationary shift Firefighters on orientation up to ten (10) weeks, excluding scheduled leave, at which time the employee will be assigned their regular shift schedule.

Article 11

Overtime

Section 1 – Overtime

During the shift twenty-one (21) day work period defined in Article 10 - Work Schedules/Hours of Duty, of this Collective Bargaining Agreement, shift employees will be paid overtime at the rate of one and one half (1-1/2) their regular rate for any hours actually worked, in excess of their regularly scheduled one hundred forty-four (144) hours, rounded up to the nearest quarter (1/4) hour.

During the non-shift work week defined in Article 10 - Work Schedules/Hours of Duty, of this Collective Bargaining Agreement, non-shift employees will be paid overtime at the rate of one and one half (1-1/2) their regular rate for any hours actually worked, in excess of their regularly scheduled forty (40) hours, rounded up to the nearest quarter (1/4) hour.

Section 1.1 – Supervisory Overtime Restrictions

The Parties agree that Supervisory bargaining unit members are exempt employees and not subject to the overtime provisions of the Fair Labor Standards Act.

Notwithstanding the aforementioned, Fire Battalion Chiefs assigned to a forty (40) hour schedule will be assigned a forty-eight (48) hour rate of pay, for the purposes of overtime, based on their forty (40) hour step equivalent. Overtime shall be paid for hours assigned and worked in a workweek exceeding forty-eight (48) hours for Shift Fire Battalion Chiefs and exceeding forty (40) hours for Non-Shift Fire Battalion Chiefs unless otherwise stated in this Article. Only hours assigned and worked will count toward the calculation of overtime. For example, holiday and vacation hours shall not count toward the calculation of overtime.

In the event that there is a need for Fire Battalion Chief (Shift) overtime, the amount of overtime worked shall be paid at the rate of one and one-half (1-1/2) times based on the employee's forty-eight (48) hour rate of pay. In the event that there is a need for Non-Shift Fire Battalion Chief overtime, the amount of overtime worked shall be paid at the rate of one and one-half (1-1/2) times based on the employee's forty (40) hour rate of pay.

In order to be compensable under this Section, all overtime work will require prior approval of their supervisor, which will include approval received via electronic mail before the employee engages in any overtime work. Failure to receive approval before beginning any overtime may result in disciplinary action up to and including termination. Nothing in this Article shall require the Fire Chief or designee to assign overtime or to fill a vacancy. Nothing in this Article shall prevent the Fire Chief or designee, from assigning overtime to a specific Fire Battalion Chief based upon the operational needs of the Department.

Section 2 – Overtime Due to Unscheduled Leave

- (a) Overtime recall caused by unscheduled leave (shift staffing drops below minimum staffing in accordance with Article 9 - Staffing), the following process shall be applied:

Overtime recall will be offered to the assigned position utilizing unscheduled leave. If no one voluntarily accepts the overtime, the assigned position utilizing the unscheduled leave shall

be mandated in accordance with Article 9 - Staffing. (e.g., Fire Engineer/Driver Acting as Fire Lieutenant utilizes UL, call in Fire Lieutenant Overtime, if no one accepts voluntarily then mandate a Fire Lieutenant).

In the event that the vacancy requires a specialty (e.g., PSDT Lt, HMT Lt. or Paramedic), an employee on shift may be reassigned to fill the vacancy caused by unscheduled leave. Said employee shall be reassigned to fill the vacancy, unless the overtime employee can fill the vacancy that requires a specialty.

If no other employee, with the same specialty, is available to fill the vacancy, an employee with said specialty shall be recalled.

- (b) When Unscheduled Leave is granted after the tour of duty has begun, the Fire Battalion Chief (Shift) shall replace the employee off on Unscheduled Leave as follows:
 - 1. Offer the overtime to additional ranks and downgrade or upgrade acting positions as needed (utilizing members in their rank whenever possible); or
 - 2. Operate at reduced staffing strength during the balance of that tour.

Note: In the event the Department needs to downgrade an employee's out of title it shall be in accordance with Article 27 Temporary Upgrade.

Section 3 – Other Overtime Situations

- (a) Working beyond Shift: Employees required to work continuously beyond their shift shall be paid in accordance with Article 11 - Overtime, Section 1.
- (b) Recall to Duty: When an employee(s) returns to duty outside the employee's normal working hours, the employee will be paid a minimum of two (2) hours of pay at the rate of time and one-half (1-1/2). Beyond that, employees recalled to duty for two (2) hours or more, shall be paid in accordance with Article 11 - Overtime, Section 1.
- (c) Special Event Services: Any individual or organization compensating the Fire Department through the Special Event permit process, for which Fire Department services are requested, the Fire Department shall utilize off duty employees.

Special Event Services staffing may be filled via the city's electronic mail system in advance of a special event service (e.g., Oktoberfest), the Fire Chief or designee shall determine the necessary resources required to meet the needs of the special event. Once the personnel needs have been determined, the Fire Chief or designee may send an email soliciting interest of the required ranks and staff as necessary. If the necessary personnel have not voluntarily signed up for the special event the Fire Chief or designee shall mandate the necessary employees in accordance with Article 11 - Overtime. Upon notification that an employee is working a special event the Fire Chief or designee shall update the city's electronic time keeping system (TeleStaff) and the call back list if necessary.

- (d) Meetings and Training: Employees who are required, by the Fire Chief or designee, to attend meetings or training while off duty, shall be compensated for the actual time in attendance rounded off forward to the nearest one-quarter (1/4) hour at the rate of time and one-half (1-1/2). This Article shall not apply to off-duty Bargaining Unit members attending Collective Bargaining sessions by the City.

- (e) City Emergencies: In case of extreme or pending emergencies, the Fire Chief may waive the established procedures referenced in Article 11 - Overtime. If employees, whether on emergency stand-by or not, are called in to work during an emergency declared by City Council or City Manager, they shall receive two (2) times their base rate of pay for the actual amount of time on duty during the duration of said emergency, rounded off forward to the nearest one-quarter (1/4) hour.
- (f) Deployments: The Fire Chief or designee may deploy personnel and resources in response to an emergency declared by the State of Florida or Federal Government, which receive a State or Federal mission number. Selection of deployments shall be in accordance with Article 11 - Overtime and CCFD's governing documents. The employees shall receive one and one-half (1-1/2) times their regular rate of pay for the actual amount of time deployed (e.g., portal to portal) during said emergency, rounded off forward to the nearest one-quarter (1/4) hour.
- (g) Emergency Stand-By: If employees are called and put on emergency stand-by, they will receive one and one-half (1-1/2) times their regular rate of pay, for the actual amount of time they were on emergency stand-by, rounded off forward to the nearest one-quarter (1/4) hour. In order to be compensated under this Section all emergency stand-by must receive prior written approval of the Fire Chief or designee.

"Emergency Stand-By" as used in Article 11 - Overtime, shall be defined as: Any employee who is notified by the Fire Chief or Designee to stand-by at a communication contact point to facilitate recall to duty.
- (h) Departmental Detail: In instances where the Department uses personnel for special details (e.g., hiring boards), the Fire Department may utilize the city's electronic mail system in advance of a special detail to notify the employees of their need. In instances that the department uses the paging system, the department will provide employees a minimum of thirty (30) minutes to respond to the request for personnel.
- (i) If a vacancy occurs after the scheduling deadline of the preceding shift (E.g., City Business, Funeral Leave, Special Projects) and the daily roster is below minimum staffing, the vacancy will be filled with overtime offered to the assigned classification that created the unscheduled vacancy.

Section 4 – Compensatory Time

Compensatory time at the rate of one and one half (1-1/2) times, may be given in lieu of overtime pay at the request of the employee and mutual consent of the Fire Chief or designee. The employee must request the conversion of overtime pay to compensatory time when the employee is awarded overtime. Shift employees are eligible to earn up to ninety-six (96) hours of compensatory time off. Non-Shift employees are eligible to earn up to eighty (80) hours of compensatory time off. All other terms of compensatory time (in lieu of overtime) shall be in accordance with the City of Cape Coral Administrative Regulation governing compensatory time. Employees who have used compensatory time within a pay-period shall not be eligible to earn additional compensatory time pursuant to this section, until the hours worked exceeds the employee's regular hours of duty (i.e., eighty (80) hours for non-shift and ninety-six (96) hours for shift) within the same pay-period. For purposes of this section, compensatory time, leave

time with or without pay, holidays, bereavement, military leave, workers' compensation, jury duty, and all other hours paid by the City for which the employee is not required to render the services delineated in their job specification are not considered "hours worked."

Section 5 – On-Call Pay

Any shift or non-shift employee working up in the capacity of a Division Chief or higher rank is not eligible for "on-call" pay.

- (a) Shift Employees: Shift Employees who are required to be "on-call" shall receive hours of pay at their regular rate for each work day they are assigned to be "on-call" as follows:
- Employees who are on on-call Monday, Tuesday, Wednesday, or Thursday shall be paid one and one-quarter (1 ¼) hours for each day they are on on-call status.
 - Employees who are on on-call Friday, Saturday, or Sunday shall be paid two and a half (2 ½) hours for each day they are on on-call status.

This payment shall be in addition to any compensation they receive if they are actually called in to work.

- (b) Non-Shift Employees: Non-Shift Employees who are required to be "on-call" shall receive hours of pay at their regular rate for each workweek they are assigned to be "on-call" as follows:
- Employees who are on on-call Monday, Tuesday, Wednesday, or Thursday shall be paid two (2) hours for each day they are on on-call status.
 - Employees who are on on-call Friday, Saturday, or Sunday shall be paid three (3) hours for each day they are on on-call status.

This payment shall be in addition to any compensation they receive if they are actually called in to work.

Section 6 – Overtime Scheduling/Records

- (a) Scheduling:

Overtime must be authorized by a Fire Battalion Chief or higher rank. When overtime has been authorized, the appropriate supervisor or designee shall initiate a page to the rank/classification that is needed for the purpose of overtime. Employees will then have a ten (10) minute window of opportunity to respond and document their request for the assignment.

Overtime will be scheduled by rank/classification seniority lists. The highest rank/classification senior employee with the least amount of overtime hours will be chosen before anyone else in their rank is called for said overtime hours.

The City and Union acknowledge that from time to time sensitive personnel circumstances may arise. With mutual agreement between the Fire Chief and Union President the overtime scheduling parameters may be waived.

If an employee is unable to fulfill their scheduled overtime shift, they must notify the on-duty Fire Battalion Chief (Shift) no later than 0700 hours of the scheduled overtime day.

- (b) Records:

Employees shall have access to a “view only” screen on the Fire Department’s computer system, which will also keep a running list (Picklist) of each employee’s total overtime hours. It will be the responsibility of the Fire Battalion Chiefs’ to update and maintain the view only screen to ensure the screen is kept current when overtime is awarded.

The running list (Picklist) of overtime hours worked shall reset at the conclusion of September 30th of each fiscal year. The Fire Chief and Union President shall meet and discuss a policy for employees who accept an overtime shift and then cancel. The Chief shall have the final authority to determine the policy language and any amendments thereto.

Section 7 – Mandatory Overtime

The City and Union have agreed to a Mandatory Overtime Policy. Any violation of that policy shall be subject to a grievance procedure set forth in this Agreement. The Union reserves the right to bargain over the impact created by a change or modification to the current mandatory overtime policy.

Article 12
Exchange of Duty

Section 1 – Exchange of Duty

All employees, including probationary employees, may exchange their duty with another employee, subject to the following:

Shift Personnel:

- (a) Exchanges of duty must be requested via the City's electronic scheduling software (TeleStaff) no later than the scheduled leave deadline of the employee's regularly scheduled shift immediately preceding the exchange of duty shift. It is the employee's responsibility to have said request approved by the on-duty Fire Battalion Chief (shift) through the chain-of-command prior to the employee's requested exchange of duty shift.
- (b) Late exchanges of duty must be entered into the City's electronic scheduling software (TeleStaff) no later than twelve (12) hours prior to the start of the employee's shift. It is the employee's responsibility to have said request approved by the on-duty Fire Battalion Chief (shift) prior to the employee's requested exchange of duty shift. Late shift exchanges of duty must be of no impact to the schedule (e.g., the employee working must meet the staffing assignment requirements of the person whom they are working for at the time the late shift exchange is entered including additional assigned duties (e.g., Scheduled FTO duties).
- (c) Emergency exchanges of duty may be requested after the late shift exchange of duty deadline or during a tour of duty. Emergency shift exchanges of duty must be of no impact to the schedule (e.g., the employee working must meet the staffing assignment requirements of the person whom they are working for and must be approved by the on-duty Fire Battalion Chief (Shift). Emergency shift exchanges are handled on a case by case basis at the discretion of the on-duty Fire Battalion Chief (Shift).
- (d) Shift employees are permitted four-hundred eighty (480) hours of exchange of duty time per fiscal year.

Non-Shift Personnel:

- (a) Exchanges must be requested via the City's electronic scheduling software (TeleStaff) no later than 1200 hours of the employee's regularly scheduled work day immediately preceding the exchange of duty day. It is the employee's responsibility to have said request approved by his/her respective supervisor through the chain-of-command prior to the employee's requested exchange of duty day. This request must be made via the department's electronic email system.
- (b) Late or emergency exchanges may be requested after the above deadline, must be of no impact to the schedule, are handled on a case-by-case basis, and must be approved by their supervisor.
- (c) Non-shift employees are limited to a maximum of two hundred (200) hours of exchange of duty per fiscal year and a maximum of four (4) exchanges of duty in a rolling thirty (30) day period.

- (d) All non-shift exchanges of duty shall only be allowed with other non-shift employees.

Section 2 – Rules & Compliance

- (a) All exchanges of duty may be subject to approval by the Fire Chief or designee.
- (b) All exchange of duty hours shall reset at the beginning of the fiscal year.
- (c) Any exchange of duty, which is not rank for rank must comply with the requirements of Article 27, Temporary Upgrading and Article 9 -Staffing, Section 2 Rank Minimums.
- (d) Any exchange of duty that is not rank for rank, the employees shall work in the higher rank of the exchanging employees, when a position is available. In limited situations, and with concurrence from the Fire Division Chief of Operations, employees may work in a lower rank. Employees temporarily upgraded to fulfill the non-rank for rank exchange shall not be compensated for the temporary upgrade.
- (e) Employees who are temporarily upgraded when working an exchange of duty, not to fulfill a non-rank for rank exchange, shall be compensated in accordance with Article 27 – Temporary Upgrade.
- (f) Shift and non-shift exchanges of duty constitute an even exchange and neither party becomes eligible for additional pay (e.g., overtime) as a result of working an exchange of duty, with the exception of temporary upgrade pay.
- (g) If employment ends while an employee owes or is owed an exchange of duty, repayment rights are lost.

Section 3 – Hardship

Upon request by the Union or an employee, the Fire Chief may modify the exchange of duty requirements and extend the number of exchange of duty hours, due to an employee hardship.

Article 13
Health and Safety

Section 1 – Health and Safety Committee

Three (3) employees representing the Union and three (3) representatives of the City shall comprise a Health and Safety Committee. The Committee will meet as required, or when requested by any party to discuss health and safety conditions of the CCFD. This Committee will be guided, but not limited to the Florida Administrative Code 69A-62.043 - Duties and Functions of the Safety Committee and Workplace Safety Coordinator, as amended. In addition, the committee will also be responsible for the following:

- a) CCFD employees shall have access to qualified medical personnel and facilities for the prevention, diagnosis and treatment of service related injuries and illnesses.
- b) Health, potential hazardous contacts and exposure records shall be maintained for every CCFD employee to provide for future access to essential information. The confidentiality of individual records shall be strictly adhered to.
- c) The City and Union agree to recognize the National Fire Protection Association (NFPA) Standards and develop health and safety programs dealing with NFPA 1500, 1581, 1582, 1583, and 1584 recommendations.
- d) A comprehensive approach to fire service and health includes components to deal with stress, substance abuse, tobacco/nicotine cessation, nutrition and related factors that contribute to overall individual wellness.
- e) The City and the Union recognize the need for Critical Incident Stress Management (CISM), and hereby agree that the City will provide this type of counseling on an “as needed basis.” This counseling method shall be in accordance with national recommended guidelines.
- f) Any recommendations by the committee shall be presented to the Fire Chief, or designee, in writing, and the Fire Chief, or designee, shall notify the committee, in writing, as to the action taken on the recommendation within (28) calendar days. Any recommendation the Fire Chief approves shall become a matter of Department policy.

Section 2 – Wellness Fitness Initiative (WFI) Committee

The WFI Committee will be made up of nine (9) employees. Three (3) employees will be selected by the Union; three employees (3) will be selected by Fire Chief. The remaining three (3) employees will be selected by the six (6) candidates who have been appointed. The duties and responsibilities of the committee will be:

- 1. Develop strategies and programs to maintain levels of physical fitness that are necessary to safely perform the duties of each position. Such programs shall be based on realistic performance measurements, with an emphasis on improvement and rehabilitation for those members who have difficulty reaching or maintaining those standards (e.g., I.A.F.F. & I.A.F.C. Fire Service Joint Labor/Management Wellness Fitness Initiative.).
- 2. Complete a fitness analysis, to include a metabolic analysis with body fat calculation, strength, endurance, and flexibility tests for every employee receiving a physical exam

Section 3 – Physical Exam

The Union and City agree that all employees shall be required to complete a basic physical exam biennially. The cost of this biennial physical shall be borne by the City. All medical exams shall be performed and evaluated by a vendor(s) designated by the Cape Coral Fire Department (CCFD). The results of each employee's physical shall comply with all confidentiality laws. Employees who fail to complete their physical may be subject to corrective action at the discretion of the Fire Chief.

Components may include but are not limited to:

- (a) Medical History and Post Physical Consultation: A complete and thorough medical history from the employee. Upon the completion of the physical exam, each employee shall be afforded a post physical exam consultation with the appointed vendor.
- (b) Comprehensive Medical Exam:
 - Vital Signs
 - Occupational Vision and Hearing
 - Skin Cancer screening

Ultrasound Imaging

- Echocardiogram (Heart with function)
- Carotid Arteries
- Aorta and Aortic Valve

Cardiopulmonary

- Electrocardiogram
- Pulmonary Function Test (Spirometry)
- Chest x-ray at least every five (5) years

Laboratory Analysis:

- Comprehensive Metabolic Panel (CMP) 14 to include Gamma-Glutamyl Transpeptidase
- Complete Blood Count with differential
- Lipid Panel with total cholesterol ratio
- Thyroid Panel with TSH
- Hemoglobin A1C
- Y-Glutamyl Transferase (GGT)
- Hepatitis B surface antigen and antibody
- Human Immunodeficiency Virus (HIV) screening (optional)
- QuantiFERON Gold
- Urine analysis
- Calcium Scores
- Lipoprotein-Associated Phospholipase A2 (Lp-PLA2)
- Prostate Specific Antigen (PSA) Men over 40
- Testosterone Metabolic Marker
- Heavy Metals: All employees will receive an initial heavy metal screening. Additional heavy metal screening will be provided every 6 years or upon significant exposure as determined by the City's medical provider.

Any additional components beyond what is outlined in this Agreement shall be mutually agreed upon, by the Fire Chief and Union President.

Article 14
Labor Management Committee

The parties agree that there shall be a joint Labor Management Committee consisting of three (3) members appointed by Union and three (3) Fire Department personnel appointed by the Fire Chief.

Section 1 – Membership

Meetings of the Labor Management Committee may be held for such purposes as dissemination of information; the submission of suggestions for improving efficiency, economy of operations, working conditions and employee services; proposing revisions to existing regulations, policies and procedures; resolution of problems encountered by any group(s) of employees; to avoid future grievances; or to further promote harmonious relations between the City and Union.

Section 2 – Meetings

The Labor Management Committee shall meet a minimum of one (1) time each month unless the parties mutually agree not to meet for a particular meeting. The Labor and Management Committee may meet more often if mutually agreed upon by the members. The minimum requirement for a quorum is two (2) members appointed by the Union and two (2) members appointed by the Fire Chief.

The parties shall be under no obligation to reach agreement on any issue brought before the Committee. Any agreement reached by the Committee may become a matter of policy, subject to the approval of the Fire Chief's Office. Recommendations of the Committee shall be presented to the Fire Chief. The Fire Chief or designee shall notify the Committee, in writing, of the action taken on the recommendation within twenty-eight (28) calendar days after receipt of the recommendation.

Section 3 – Meeting Requests

Request for meetings or conferences may be initiated by either the Fire Chief or Union. Requests may be made in writing. The person requesting or arranging the meeting shall select a mutually agreeable date, time and location for the meeting and shall describe the nature of the subject(s) to be discussed. Meetings shall be held during working hours, except in unusual circumstances.

Article 15
Place of Residence

Section 1 – Place of Residence

The City and the Union mutually agree that there shall be no residency requirements affecting employees.

Article 16
Leave

Section 1 – Qualifying for Buy Back

In order for employees to qualify for any buy back of any unused annual leave hours, the employee must have accrued the following hours in their leave time bank:

- Shift Employees: Four hundred and seventy-seven (477) hours
- Non-Shift Employees: Three hundred and sixty (360) hours

Section 2 – Accumulation of Hours

(a) Shift Employees:

- a. One (1) to Five (5) Years (month 1 to month 60):
Shall be credited with a minimum of two hundred sixty-five hours (265) hours of annual leave. This leave will be accrued by each employee at a rate of twenty-two point zero-nine (22.09) hours per month.
- b. Six (6) to Ten (10) Years (month 61 to month 120):
Shall be credited with a minimum of three hundred eighteen hours (318) hours of annual leave. This leave will be accrued by each employee at the rate of twenty- six point five-zero (26.50) hours per month.

(b) Non-Shift Employees:

- a. One (1) to Five (5) Years (month 1 to month 60):
Shall be credited with two hundred four (204) hours of annual leave. This leave will be accrued by each employee at a rate of seventeen (17) hours per month.
- b. Six (6) to Ten (10) Years (month 61 to month 120):
Shall be credited with a minimum of two hundred fifty-two hours (252) hours of annual leave. This leave will be accrued by each employee at the rate of twenty-one (21) hours per month.

(c) Both Shift & Non-Shift Employees:

- a. Eleven (11) Years (month 121 to month 132):
Employees will accrue twenty-seven point three-six (27.36) hours per month for Shift employees, and twenty-two (22) hours per month for Non-Shift employees.
- b. Twelve (12) Years (month 133 to month 144):
Employees will accrue twenty-eight point two-five (28.25) hours per month for Shift employees, and twenty- three (23) hours per month for Non-Shift employees.
- c. Thirteen (13) Years (month 145 to month 156):
Employees will accrue twenty-nine point one-four (29.14) hours per month for Shift employees, and twenty-four (24) hours per month for Non-Shift employees.

- d. Fourteen (14) Years (month 157 to month 168):
Employees will accrue thirty point zero three (30.03) hours per month for Shift employees, and twenty-five (25) hours per month for Non-Shift employees.
- e. Fifteen (15) Years (month 169 and greater):
Employees will accrue thirty point nine-two (30.92) hours per month for Shift employees and twenty-six (26) hours per month for Non-Shift employees.

Section 3 – Buy Back

Provided the employee has four hundred seventy-seven (477) hours in the employee's bank for shift employees, or three hundred sixty (360) for non-shift employees, any remaining unused hours above these minimums, as of the last payroll period of each fiscal year, will be paid to the employee at the employee's rate of pay as of the last payroll period of each fiscal year. This unused buy back check shall be issued by the City, to the employee by the first two (2) weeks of December of each year.

Section 4 – Shared Leave Hours

The City agrees to allow employees of the Fire Department to donate leave hours to other employees within the Fire Department during hardships. The employee requesting the donation may utilize the hours concurrently or intermittently based on the employee's request. The request for shared leave hours must be approved by the Fire Chief.

Section 5 – Use of Leave

1) Use of Scheduled Leave:

- a. Shift Employee: Employee(s) must request scheduled leave no later than 1600 hours of the employee's regularly scheduled shift immediately preceding the shift the employee is requesting (partially or in full). Employees are required to request scheduled leave in a minimum duration of four (4) consecutive hours beginning on an even hour (e.g., 0800, 1000, 1200, 1400, etc.). Any leave request longer than four (4) hours must be requested in two (2) hour additional blocks. Such request must end on an even hour (e.g., 1400, 1600, 1800, etc.). In cases where the requested scheduled leave starts at or runs beyond 00:00:00 hours, the employee is required to request scheduled leave for the remainder of the shift. Scheduled Leave requests will be requested and approved/denied via the City's electronic scheduling software.
- b. Non-Shift Employee: Employee(s) must request scheduled leave no later than 1600 hours immediately preceding the day the employee is requesting (partially or in full). Scheduled Leave requests will be requested and approved/denied via the City's electronic scheduling software.

2) Cancellation of Scheduled Leave:

- a. Shift Employee: employee(s) may cancel scheduled leave no later than 1600 hours of the employee's regularly scheduled shift immediately preceding the shift the employee is requesting (partially or in full). After 1600 hours employees may request their scheduled leave be cancelled provided that the vacancy has not been filled with overtime or an

employee has been mandated to work overtime. These requests will be handled on a case-by-case basis at the discretion of the Fire Battalion Chief.

- b. Non-Shift Employee: Employee(s) may cancel scheduled leave no later than 1600 hours immediately preceding the shift the employee has requested off (partially or in full). Cancellation of scheduled leave will only be approved if there is no additional effect to the schedule (e.g., an employee has to forfeit overtime due to the cancellation).

3) Charge of Scheduled Leave:

- a. When a non-exempt employee is on leave at the time an emergency is declared and City Hall is closed, the employee shall be paid for their normal scheduled hours of work and will not have leave hours deducted. When a non-exempt employee is requested to work during a declared emergency when scheduled for approved leave, the employee shall be compensated as set forth in Section 2-37-15(a)(1)(2) and (3). Any time City Hall is open during an emergency or does not report to work for any reason, shall be deducted leave hours for all hours of their normal number of work hours the employee is not at work.
- b. When an exempt employee is on approved leave during a declared emergency and City Hall is closed, the employee shall be paid for an employee's normal scheduled hours of work and will not have leave hours deducted. When an exempt employee is requested to work during a declared emergency when scheduled for approved leave, the employee shall be compensated as set forth in Section 2-37-15(b). Any time City Hall is open during a declared emergency, an employee who either was on leave prior to the declared emergency or does not report to work for any reason, shall be deducted leave time for any number of hours up to eight or ten hours per day for non-shift based upon their regular shift or twenty-four hours for shift when the employee is not at work.

4) Use of Unscheduled Leave:

Prior to scheduled work period:

- a. Shift Employee: Employee(s) must notify the on-duty Fire Battalion Chief (Shift) no later than sixty (60) minutes prior to the beginning of the scheduled tour of duty.
- b. Non-Shift Employee: A Non-Shift employee must notify the employee's supervisor (scheduled for that day) no later than fifteen (15) minutes prior to the beginning of the scheduled workday.

After the scheduled work period has begun:

- a. Shift Employee: Employee(s) must have approval from an on-duty Fire Battalion Chief (Shift).
- b. Non-Shift Employee: Employee(s) must have approval from their supervisor (scheduled for that day).

Note: The use of unscheduled leave after the work period has begun is limited to emergency situations only, as determined by the on-duty Fire Battalion Chief.

Note: The management and parameters of unscheduled leave shall be defined in CCFD Governing Documents.

4) Use of Funeral Leave

- a. Employees shall be granted leave with pay for two (2) consecutive twenty-four (24) hour shifts, (Shift employees) or forty (40) consecutive hours (Non-Shift employees) for 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 or registered domestic partner and to the children (including step children), parents (including step parents), legal guardians, siblings (including step siblings), grandparents (including step and/or great grandparents), and grandchildren (including step and/or great grandchildren) of both the employee and his/her 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.

5) Use of Military Leave

- a. 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.

6) Use of School Leave

- (a) The Fire Battalion Chiefs shall exercise a first (1st) come, first (1st) served basis, in allowing Employees to attend fire/degree related classes on duty, providing necessary staffing is available.

7) Organ Donor and Recipient Leave

An employee shall be entitled to leave time when either receiving an organ or bone marrow donation or donating an organ or bone marrow.

- (a) The employee is eligible to receive up to 40 hours for non-shift employees or up to 48 hours for shift employees of leave time when absent due to the donation or receipt of bone marrow. Any additional leave shall be taken from the employee's accrued leave bank.
- (b) The employee shall be eligible to receive up to 160 hours of leave for non-shift employees for donation or receipt of an organ. Shift employees shall receive up to 192 hours of leave time when absent due to the donation or receipt of an organ. Any additional leave time shall be from the employee's accrued leave.

Section 6 – Separation of Employment

When an employee discontinues employment with the City, the employee's remaining hours in the employee's leave bank shall be credited to the employee's final year earnings at the employee's current rate of pay. Unless DROP participants are otherwise addressed in the Pension Plan Ordinance regarding

leave bank hours, they shall adhere to the above. Accrued annual leave paid for the last month worked will be prorated based on the number of days worked in that month.

Section 7 – Holidays

The following holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Friday After Thanksgiving
Christmas Day	

Any additional holidays by which City Hall observes, shall be part of this Article and paid according to Article 16 - Leave.

All Shift employees shall be paid twelve (12) hours at straight time for each holiday. All Non-Shift employees shall be paid eight (8) hours at straight time for each holiday, which is observed by the City. This holiday pay for Non-Shift employees shall be in addition to the employee's regular pay for that day.

Employees, who by virtue of their duties, work a forty (40) hour week, will observe said holiday by not being required to report for duty, except in the case of declared states of emergency, in accordance with the remainder of the City employees, and be paid their normal rate of pay for each holiday. In the event an employee who normally works four (4) ten (10) hour days per week, ten (10) hours shall be used to compute holiday pay and time off per holiday.

Article 17
Injury/Illness Compensation

Section 1 – On Duty Injury/Illness

An employee injured or who incurs a work-related illness while acting within the scope of his/her employment with the City shall be entitled to supplemental pay equal to the employee's full pay until the employee returns to work or receives pension benefits for a period not to exceed one (1) year. However, an employee who is granted Workers' Compensation, social security or other benefits will be paid the difference between the employee's full pay and those benefits paid by Workers' Compensation, social security or other sources for a period not to exceed one (1) year. After one (1) year, an employee may be required to utilize leave up to but not exceeding one (1) additional year. After exhaustion of leave, the employee may be terminated subject to applicable law. In no circumstances shall employment continue for a period exceeding a consecutive twenty-four (24) month period from the effective date of the employee's workers compensation.

The City shall make a good faith effort to assign an injured/ill employee to work in the fire department A light duty assignment to other work for the period of the temporary injury/illness shall be considered only a temporary reassignment with full retention of rights and benefits under this Agreement and shall not be considered a reclassification for purposes of pension accrual. An employee given a light duty assignment as a result of a temporary injury/illness shall be paid at the employee's regular rate of pay.

When a physician approved by the City determines that an employee is medically fit to perform work or accept another position offered by the City, the employee shall return to work or lose the benefits of this article. In the case of a disagreement between the City approved physician and the employee's principal treating physician, a third (3rd) physician shall be selected with the approval of the other two (2) physicians. The decision of the third (3rd) physician shall be binding on the issue presented.

Section 2 – Off Duty Injury/Illness

For off the job injuries or illnesses, the City shall make a good faith effort to assign an injured/ill employee to work in the fire department. A light duty assignment to other work for the period of the temporary injury/illness shall be considered only a temporary reassignment with full retention of rights and benefits under this Agreement and shall not be considered a reclassification for purposes of pension accrual. An employee given a light duty assignment as a result of a temporary injury/illness shall be paid at the employee's regular rate of pay.

After one (1) year, an employee shall be required to utilize leave up to but not exceeding one (1) additional year. After exhaustion of leave, the employee may be terminated subject to applicable law. In no circumstances shall employment continue for a period exceeding a consecutive twenty-four (24) month period from the date of the employee's injury/illness.

Article 18
Health Insurance

Section 1 – Health & Welfare Benefits for Active Employees

- a. The City shall bear the cost of health, life, accidental death and dismemberment (AD&D) benefits for each current employee.
- b. The City agrees to extend the City's sponsored health insurance plan to all employees cover under this agreement on January 1, 2021.
- c. The employee shall be responsible for paying 100% of the health insurance premium for any dependent coverage elected.
- d. The amount provided to members participating in the City's "Health Insurance Opt-out" program shall be the same as provided to all other employees of the City with the cost borne by the City.
- e. Dependent Premiums – The City agrees to provide pre-tax payroll deductions for employees of the bargaining unit that have spouse or dependent family members on their health insurance plans.

Section 2 – Health & Welfare Benefits for Retired Employees

Provisions in Section 1 above that refer and apply to retirees are hereby incorporated by reference in this section.

- (a) Employees, whose date of employment is before October 1, 2003, Tier One (1), shall be 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.
- (b) 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.
- (c) The amount of the subsidy shall be determined by multiplying the employee's years of service at retirement times fourteen dollars and thirty-six cents (\$14.36) as of January 1, 2024. The minimum monthly subsidy provided to retirees shall be one hundred and forty-three dollars and sixty cents (\$143.60) and the maximum monthly subsidy shall be four hundred and thirty dollars and eighty cents (\$430.80). 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 increase, if

any, in the City's group health benefit cost. In the event the City's group health benefit cost doesn't increase in any given year, then the monthly subsidy amount and the minimum and maximum subsidy amounts shall remain the same as they were 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. Failure to enroll in Medicare parts A and B, upon eligibility, will result in the City discontinuing coverage in the group health plan.

- (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 forty-five dollars and thirty-eight cents (\$145.38) and the maximum monthly subsidy shall be two hundred and seventy-two dollars and fifty-nine cents (\$272.59) as of January 1, 2024. 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) The City's health benefit coverage for all retirees of the City shall be secondary to Medicare and/or any other health benefits program in which the retiree is a participant in, including, but not limited

to, a health benefit program sponsored by the present employer of the retiree or the employer of the spouse of the retiree. Any retiree who fails to notify the City that the retiree is a participant in another health benefit program shall be required to pay the entire cost of retiree health benefits offered by the City and shall not be entitled to receive any monthly group health benefit subsidy from the City.

- (f) Employees that retire and are eligible for group life and health benefits pursuant to Section 2(a) shall not be eligible for any additional benefit(s) identified under Section 2(b) or 2(d) and 2(c).
- (g) Retired employees identified in Section 2 who are eligible to enroll into Medicare parts A and B may choose to enroll in the City sponsored Medicare (Advantage) Plan in lieu of the group health plan offered by the Cape Coral Professional Firefighters Health Insurance Trust (IAFF VEBA). The City shall bear the cost of the Medicare (Advantage) Plan and reimburse the cost of Medicare Part B for the retired employees identified in Section 2(a), and provide the subsidy identified in Section 2 (b) for retirees covered under that section. The IAFF VEBA shall not receive payment for any member participating in the Medicare (Advantage) Plan.

Section 3 – Cape Coral Professional Firefighters Health Insurance Trust (IAFF VEBA)

The composition of the Board of Trustees, the plan of benefits, and all other matters relating to the establishment and operation of the IAFF VEBA shall be at the sole discretion of, the Board of Trustees of the IAFF VEBA. The City shall have no responsibility or liability for the operation of the IAFF VEBA and shall have no obligation to provide funding for the IAFF VEBA or the benefits provided by the IAFF VEBA except as expressly provided in this Agreement.

Participating Employees – the City and Union agree that each employee hired after October 1, 2003, who are currently in the bargaining unit or those employees who are certified firefighters and promoted outside the bargaining unit are eligible to participate in the IAFF VEBA.

Employee Contribution Rate – The parties further agree that these employees will have mandatory pre-tax contributions withheld by the City in the amount of thirty-four dollars and sixty-two cents (\$34.62) bi-weekly. No employee shall be eligible to opt out of the mandatory contribution. The City shall remit contributions to the appropriate authority pursuant to the requirements set forth in the IAFF VEBA agreement.

In the event the City establishes a City-wide VEBA, the City and Union shall re-open this section to negotiate participation in the VEBA by the members represented by the Union.

Section 4 – Indemnification & Hold Harmless

The Union agrees to indemnify, defend, and hold harmless the City, its elected officials, its employees, agents and legal counsel from any and all claims, including liabilities, losses, damages, fines, costs, fees, and expenses, including, but not limited to, attorney's fees and costs arising out of or in any way related to the implementation, administration, or maintenance of the Cape Coral Professional Firefighters Health Insurance Trust (IAFF VEBA) or failure to comply with the City's Section 125 Plan.

Article 19
Liability Insurance

Section 1 – Liability Insurance

The City will provide liability insurance to defend every member of the bargaining unit who is acting within the scope of his/her duties, in any suit alleging liability as a result of the City's operations. If the City purchases additional liability coverage for City departments, the same coverage will be afforded the Fire Department.

Article 20
Rules & Regulations

Section 1 – Rules and Regulations

The provisions of the "Personnel Rules and Regulations" (Chapter 2, Article 3, of the City of Cape Coral Code of Ordinances) as such Ordinance may be amended from time to time, shall be incorporated in this Agreement as if those provisions were fully set forth herein, and shall be applicable to all employees.

Section 2 – Administrative Regulations

The provisions of the City's "Administrative Regulations", as such Administrative Regulations may be amended from time to time, shall be incorporated in this Agreement as if those provisions were fully set forth herein, and shall be applicable to all employees.

Section 3 – Conflict

In the event of a conflict between "Personnel Rules and Regulations (Chapter 2, Article 3, of the City of Cape Coral Code of Ordinances)" as may be amended from time to time, or between the Administrative Regulations, as may be amended from time to time, and this Agreement, the express provisions of this Agreement shall govern.

Section 4 – Amendments or Modifications

The parties agree to meet and bargain over amendments or modifications to "Personnel Rules and Regulations (Chapter 2, Article 3, of the City of Cape Coral Code of Ordinances)" as may be amended or City's Administrative Regulations, as may be amended in accordance with Chapter 447, Florida Statutes.

Article 21

Strikes

Section 1 – Definition of Strike

The definition of “strike” 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 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 22
Jury and Court Related Duty

Section 1 – Jury Duty

Employees who are called for jury duty during their scheduled work time shall not lose any pay or benefits as the result of said jury service. In addition, employees shall be entitled to retain any monies paid to them by the court for jury service.

Employees chosen for jury duty shall be excused from duty a minimum of two (2) hours prior to the time the employee is scheduled to report for jury duty. Employees who are not excused from jury duty until 5:00 p.m. or later shall be excused from duty for the remainder of their shift.

Section 2 – Subpoena and/or Stand by for Trial or Deposition

Overtime shall be paid to the employee in accordance with Article 11 - Overtime for the purpose of this section regarding being subpoenaed, put on stand-by or deposed for business relating to the CCFD.

“Stand by for Trial or Deposition” shall be defined as: Any employee who is notified by the Fire Chief or designee, or by a court-appointed official, to stand-by at a communication contact point to facilitate a response to a trial or deposition.

Article 23

Educational Reimbursement

Section 1 – Education/Training

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. There are no positions within the Fire 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 \$3,500 for books and tuition expenses will be authorized per employee per fiscal year, if funds are available. Only costs for tuition (including required fees) and books (including shipping and online books) are eligible for educational reimbursement. All reimbursements will be based upon the employee's final grade according to the following scale:

- 100% for a grade of "A"
- 75% for a grade of "B"
- 50% for a grade of "C"
- 0% for a grade of "D," 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 taking any courses all employees shall submit the "Educational Reimbursement Request Form" as provided for in City of Cape Coral Administrative Regulations along with a copy of the course description to the Fire Chief or designee. Employees must receive prior written approval of the Fire Chief or designee, and the Human Resources Director or designee prior to taking any courses in order 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 their grades, an original itemized receipt for books, and an itemized receipt showing payment for classes to the City's Human Resources 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 Fire Chief or 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, 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 the City. If the employee fails to do so in a reasonable period of time, the City may deduct the amount of the reimbursement from any monies that may be due the employee upon termination.

Section 2 – Non-Degree Education/Training

A minimum of \$5,000 (\$300 maximum per employee) will be authorized per fiscal year, if funds are available. Only costs for tuition (including required fees) and books (including shipping and online books) are eligible for educational reimbursement. Authorization will be by the Fire Chief or designee, on a first come first served basis.

Reimbursement applies to non-degree education/training related to fire, special operations or emergency medical service (EMS) classes at non-accredited institutions.

Non-degree education/training may be traditional on-site, satellite, distance, and/or web based.

Non-degree education/training must be designed to enhance the knowledge, skills, and abilities relating to the official duties that the employee performs or for a promotional position.

Prior to taking any courses, all employees shall submit the CCFD Non-Degree Education/Training form, along with a copy of the course description, to the Fire Chief or designee. Employees must receive prior written approval of the Fire Chief or designee prior to taking any courses in order to be entitled to reimbursement as provided in this section.

Employees approved for attendance in a non-degree education/training program must pay for tuition, books, uniforms, lab fees, and other required costs directly and must be accepted for enrollment by the institution offering the program. Approvals are only valid for the course and semester requested. The employee shall submit the original transcript of their grades, an itemized receipt showing payment for the class(es), and an original itemized receipt for the reimbursable costs as identified above, to the Fire Chief or designee, within 30 calendar days of course completion to be eligible for reimbursement.

Article 24
Bulletin Boards

Section 1 – Bulletin Board

The City shall furnish one (1) bulletin board at each fire station or fire department work site, to post Union information. The furnished board shall be a minimum size of 36"H X 48" W. Posted information shall be subject to review by the Fire Chief.

Article 25

Station Facilities

Section 1 – Station Facilities

The City shall provide and maintain the following fixtures, equipment and supplies at each fire station:

- Beds
- Mattress covers
- Lockers: one (1) per employee (H72" x W18" x D20")
- Stove with conventional oven
- Propane Grill
- Microwave oven
- Washing machine
- Dryer
- Refrigerator and freezer
- Non-aluminum pots and pans
- Dishwasher
- Coffee maker
- Air conditioning and heating units for living, kitchen, bunk, day, bathrooms and watch quarters
- Table, chairs and proper seating arrangements in kitchen and living areas
- Janitorial and cleaning supplies
- Housewares, including plates, cups, glasses, utensils, bake ware and microwave dishes
- Exercise equipment as established by the Health & Safety Committee process and approval of the Fire Chief
- Television for in the main living area and other audio-visual training aids as approved by the Fire Chief or designee

The City shall not be responsible for providing food or linens.

Section 2 – Maintenance and Repairs

Employees shall be responsible for maintaining all station facilities, provided that station personnel shall not be required to perform any maintenance or repair which would require a building permit, or which is currently being performed by Facilities Management.

The City will make a good faith effort to provide reasonable living accommodations for planned fire station remodels in which working conditions are significantly impacted (e.g., extended periods without water or electricity), as determined by the Fire Chief

Section 3 – New Fire Stations

Any new fire stations opened during the duration of this Agreement shall contain the foregoing fixtures, equipment and supplies.

Article 26
Uniforms and Personal Protective Equipment

Section 1 – Uniform Allowance

On October 1st, of each fiscal year, the City shall credit each employee of the bargaining units with a Uniform Allowance to be used towards the purchase of Department Uniforms. The Uniform Allowance credited to each employee shall be as follows:

- Shift Employees (Rank & File): four-hundred dollars (\$400.00).
- Non-Shift Employees (Rank & File): five-hundred-twenty dollars (\$520.00).
- The rank of Fire Battalion Chief: five-hundred-twenty dollars (\$520.00).

Each employee's Uniform Allowance balance shall expire and be reduced to zero dollars (\$0.00) prior to receiving their new fiscal year credit amount. The expiration and reduction shall occur at midnight (00:00:00 hours), before June 16th of each year.

New Hire Proration:

New hires shall have the above-referenced amount prorated as follows: The total Uniform Allowance shall be divided by three-hundred-sixty-five (365). Then, that remaining amount shall be multiplied times the amount of days between the employee's hire date and the following September 30th. All computations will be rounded to the nearest hundredth's place.

Section 2 –Shoes and Boots

Prior to January 1st employees will receive a three-hundred-dollar (\$300.00) stipend for the purchase of duty shoes/boots per fiscal year.

Section 3 – Uniform Catalog

The Department shall publish an updated Uniform Catalog which shall include all uniform items available for ordering. Pricing of all uniform items will be based on the actual cost of the item including shipping and handling.

Section 4 – Uniform/Athletic Shoes and Duty Shoes/Boots Ordering System

Employees can order uniforms utilizing the ordering system any time between October 1st and June 15th.

Section 5 – Uniform Oversight

The department shall implement and maintain a policy on uniforms, shoes, and boots, not specifically addressed within this Article.

Section 6 – Personal Protective Equipment

Personal Protective Equipment (PPE) shall be in accordance with National Fire Protection Association (NFPA) Standards and the Health and Safety Committee recommendations. Such equipment shall consist of, but not be limited to, the following:

- One (1) personal helmet
- Two (2) personal protective hoods
- One (1) personal safety glasses
- Two (2) personal bunker coats
- Two (2) sets of personal gloves (structural)
- Two (2) personal suspenders
- Two (2) personal bunker pants
- Two (2) pair personal leather bunker boots
- One (1) personal self-contained breathing apparatus (SCBA) mask
- One (1) protective bag for personal SCBA mask
- One (1) wildland fire mask
- One (1) pair of extrication gloves
- One (1) personal raincoat
- One (1) personal safety line with bag
- Three (3) personal passport tags
- Two (2) gear bags
- One (1) non-pressurized respiratory protective mask

Newly hired personnel may only receive one (1) set of PPE until completion of probation. Employees shall be furnished the PPE by the City within ninety (90) calendar days (except in cases involving external factors beyond the control of the City)

If a promotion requires a change in PPE, employees shall be furnished the PPE by the City within ninety (90) calendar days (except in cases involving external factors beyond the control of the City)

Section 7 – Maternity Uniform

- The Department shall make every effort to provide maternity uniforms as similar as possible to the uniforms defined in this article. The maternity uniforms will be furnished to the employee and will not be deducted from the employee's uniform allowance.

Section 8 – Honor Guard Uniform

The Department shall form and maintain an Honor Guard. Honor Guard members will be furnished an Honor Guard uniform, that will not be deducted from the employee's uniform allowance.

Section 9 – Uniform Alteration

Employees may use the available balance of their Uniform Allowance to tailor their Class A and Class B uniforms. Tailoring of shirts shall be in accordance with generally accepted guidelines for semi-form fitting apparel.

Section 10 – Damaged Uniform Items

If any items as outlined in this Article are damaged during work hours, during normal use in performance of duties, and upon completing the proper paper work (CCFD “Uniform/Uniform Accessory Order Form”), the City will provide replacements (at no cost to the employee’s annual credit) within thirty (30) calendar days (except in cases involving external factors beyond the control of the City).

Section 11 – Retention of Items

Upon retirement, an employee shall retain the following Uniform items:

- Most recently issued Class A uniform (as defined in Uniform Catalog)
- Most recently issued helmet
- One (1) Retiree Badge

An employee who dies prior to retirement, shall have the following Uniform items presented to his/her spouse or immediate family member:

- Most recently issued Class A uniform (as defined in Uniform Catalog)
- Most recently issued helmet

Article 27

Temporary Upgrade

Section 1 – Temporary Upgrade Pay

Employees, who are temporarily assigned to a position higher than their normal rank or classification, will receive remuneration in the amount of ten percent (10%) additional for time worked above their present rank or classification.

Section 2 – Temporary Upgrade Assignment Preferences

By October 1st all Shift Acting Fire Engineer/Drivers and Acting Fire Lieutenants shall submit their out-of-title assignment preferences to their Fire Battalion Chief (Shift). An employee that fails to notify their Fire Battalion Chief prior to October 1st shall retain their previously selected choice. Acting out-of-title assignment preferences shall be limited to the following:

- Act anywhere
- Act only at their assigned station

Employees that elect to act only in their station may be moved if no other actors are available. These preferences shall be maintained and utilized by the Shift Fire Battalion Chief to determine daily acting out-of-title assignments for the fiscal year and may not be changed by the employee until the next preference process. If the classification selection process is fully exhausted the least senior employee meeting the required criteria shall be selected for temporary upgrade assignments. Any employee who earns acting out-of-title privileges after October 1st shall submit their acting out-of-title assignment preferences upon earning the privilege.

Under limited circumstances (e.g., credentialing) and with concurrence of the Fire Battalion Chief, employees may decline a temporary upgrade opportunity as long as another qualified employee can fill the vacancy.

Section 3 – Suspension and/or Revocation of Temporary Upgrade Privileges

Suspension of Temporary Upgrade Privileges can be authorized by an employee's immediate supervisor. The employee's immediate supervisor shall provide just cause in writing to the employee and the Fire Chief or designee, within ten (10) calendar days of the suspension. The Fire Chief or designee shall initiate an inquiry within ten (10) calendar days of said suspension.

Revocation of Temporary Upgrade Privileges can only be authorized by the Fire Chief or designee. The Fire Chief or designee shall provide just cause in writing to the employee within ten (10) calendar days of the revocation. An employee who has had their Temporary Upgrade Privileges revoked must go back through the Proficiency Process to re-acquire their Temporary Upgrade Privileges.

Any employee who voluntarily suspends their temporary upgrade privileges for more than six (6) months shall be required to receive training on any updated changes to the Proficiency Process and complete the proficiency exam if they choose to resume their temporary upgrade privileges. An employee may only suspend their temporary upgrade privileges one time in a twelve-month period without going through the entire Proficiency Process again.

Section 4 – Temporary Upgrading Criteria

Employees must successfully meet the following criteria to be eligible for a temporary upgrade assignment (to “act out-of-title”): In the event of insufficient available personnel meeting these criteria at any given time, the Fire Chief or designee shall exercise discretion and either call in overtime or temporarily (less than twenty-four [24] hours) utilize the most senior person who the Fire Chief or designee reasonably believes is qualified to temporarily fill the vacancy.

Note: Upon ratification of this collective bargaining agreement, anyone currently qualified to temporarily upgrade shall remain qualified.

- (a) Fire Fighter Temporarily Upgrading to Fire Engineer/Driver:
 - Twenty-four (24) months of continuous employment as a Fire Fighter with the CCFD State of Florida Pump Operator Certification
 - CCFD Fire Fighter Acting as Fire Engineer/Driver Proficiency Certification.
 - State of Florida Aerial Operator Certification
- (b) Fire Engineer/Driver Temporarily Upgrading to Fire Lieutenant
 - Twenty-four (24) months of continuous employment as a Fire Engineer/Driver with the CCFD
 - State of Florida Fire Officer I Certification
 - CCFD-Fire Engineer/Driver Acting as Fire Lieutenant Proficiency Certification.
- (c) Fire Lieutenant Temporarily Upgrading to Fire Battalion Chief
 - Twelve (12) months of continuous employment as a Fire Lieutenant with the CCFD
 - Strike Team Leader certification or equivalent as determined by the Fire Chief or designee.
 - CCFD-Fire Lieutenant Acting as Fire Battalion Chief Proficiency Certification.
- (d) Fire Inspector Temporarily Upgrading to Fire Prevention Lieutenant/Fire Marshal
 - Eighteen (18) months of continuous employment as a Fire Inspector with the CCFD. The Fire Chief/ may lower that time constraint depending on the employee’s previous performance, knowledge, and experience.
 - Completion of the State of Florida Fire Officer I certification
 - CCFD-Fire Inspector Acting as Fire Prevention Lieutenant/Fire Marshal Proficiency Certification.

Section 5 – Distribution of Temporary Upgrade Hours

- (a) Shift:

For a vacancy, employees meeting the temporary upgrading criteria, which are assigned at that particular station, shall exercise a fair distribution of temporary upgrading hours. If all of the qualified employees are off duty at the station requiring an upgrade, said vacancy shall be by classification (rank) seniority on

that shift from employees meeting the temporary upgrading criteria and Temporary Upgrade Assignment Preferences.

For any schedule change(s) that are needed after the 0700 start of the Fire Battalion Chief's Shift which creates a temporary upgrade change will be filled at the discretion of the Fire Battalion Chief.

An employee being moved due to a specialty may not be entitled to acting at another station if there are already eligible actors from that assigned station on duty.

For any scheduled vacancy of five (5) consecutive tour days or more, that has required a reassignment (e.g., Light Duty, Special Project, Vacant FTE position, FMLA leave, etc.) the filling of that vacancy shall be based on classification (rank) seniority on that shift from members meeting the temporary upgrading criteria and Temporary Upgrade Assignment Preferences

(b) Non-Shift:

For any scheduled vacancy of four (4) business days or more, the employee with the most classification/rank seniority assigned to that specific division from which the vacancy occurred shall temporarily upgrade to that vacancy, provided he/she meets the temporary upgrading criteria.

For any scheduled vacancy of three (3) business days or less, the Fire Chief or designee may elect to fill the vacancy and shall exercise a fair distribution of temporary upgrading hours to those employees which meet the temporary upgrade criteria within the specific division of said vacancy.

Section 6 – Temporary Upgrading Assignment for Shift to Non-Shift

In the event that there are no employees in a Non-Shift work schedule who meet the temporary upgrade criteria for a specific vacancy, employees in a Shift work schedule who meet the temporary upgrade criteria may fill said vacancy. In the event that no Shift employees elect to upgrade to a Non-Shift temporary assignment, the department may utilize the temporary Assignment for Special Project to fill the vacancy. The posting may run concurrently but shall be filled with qualified Shift personnel under Section 6 first.

The parties agree during the temporary assignment, that the shift employee will work a Non-Shift work schedule (in accordance with Article 10 - Work Schedules/Hours of Duty) but will continue to be paid and accumulate all benefits as a Shift employee.

Employees who are on a Temporary Upgrading Assignment from Shift to Non-Shift shall receive ten percent (10%) remuneration (in accordance with Section 1), which shall include any overtime hours worked in connection with the Temporary Upgrading Assignment. Any overtime not associated with the Temporary Upgrading Assignment shall be paid in accordance with Article 11 - Overtime.

Section 7 – Temporary Upgrading Assignment for Special Project

It is agreed between the City and the Union to assign a qualified Shift employee to a Non-Shift position for any special project. This specific temporary assignment will be on a voluntary basis and encompass working on a designated special project within the CCFD.

This position will be filled on an as needed basis, as mutually determined and agreed upon by the Fire Chief and the Union President on the "Temporary Assignment for Special Project Form." The Union

President and the Fire Chief or designee shall mutually agree upon the duration of this temporary assigned special project on the "Temporary Assignment for Special Project Form."

The criteria and the selection process for this position shall be mutually agreed upon by the Fire Chief or designee and the Union President prior to the position being filled on the "Temporary Assignment for Special Project Form." The temporary assignment will continue for the agreed upon duration as set forth above unless the employee assigned to this temporary position chooses to return to his/her original position or if the temporary assignment is no longer needed due to the designated special project having been completed.

The parties agree during the temporary assignment, that the shift employee will work forty (40) hours a week (in accordance with Article 10 - Work Schedules/Hours of Duty) but will continue to be paid and accumulate all benefits as a Shift employee.

Employees who are on a Special Project shall receive ten percent (10%) remuneration (in accordance with Section 1), which shall include any overtime hours worked in connection with the Special Project. Any overtime not associated with the Special Project shall be paid in accordance with Article 11 - Overtime.

The "Temporary Assignment for Special Project Form" can be found in the Appendix of this Agreement and on the Department's SharePoint page.

Article 28

Pension

The Union and the City agree that the pension plan known as the "City of Cape Coral Municipal Fire Fighters' Pension Trust Fund" (hereinafter referred to as the Retirement Plan) has been discussed and it is agreed that any changes in the plan shall be ratified by the Union and the City. Both parties also agree that the Pension Board of Trustees shall administer the pension plan.

The parties further agree that prior notification of all Pension Board meetings, nominations, election notices, as well as copies of meeting agendas, minutes, and all other pertinent information be furnished by the Pension Plan Administrator/Pension Board to the individual Fire Station's Bulletin Boards. The Pension Plan Administrator/Pension Board further agrees to furnish the Union with the above-mentioned pertinent information, including any additional data relating to both Investment Performance and Actuarial statements.

Section 1 – Pension & Retirement Benefits

The City will maintain pension benefits for its currently retired employees and for its current employees in accordance with the Retirement Plan which may be modified or changed from time to time pursuant to negotiations with the Union.

The City and Union agree that the bargaining unit employee's contribution to the Retirement Plan shall be ten percent (10%) of regular wages and 10% of overtime wages for the first 300 hours of overtime accrued in a calendar year. (Any concomitant requisite benefit adjustment to be addressed upon mutual agreement.)

- A. 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:
- (1) The maximum annual benefit cap when initially calculated in its normal form shall be the actuarial equivalent of \$95,950.00 (as of October 1, 2018), except as provided for in subsection (2) below. The cap on annual benefits shall not apply after retirement, e.g., a member's annual benefit may exceed the cap as a result of a cost of living adjustment.
 - (2) For each year the Retirement Plan is at least eighty percent (80%) funded in accordance with the annual actuarial report, the benefit cap shall be increased by a one percent (1%) index.
 - (3) Vesting in the Retirement Plan shall occur upon the completion of 10 years of credited service. Current employees with less than 10 years of credited service shall have their current vesting percentage frozen and increased to one hundred percent (100%) upon the completion of 10 years credited service.
 - (4) A Member's Deferred Retirement Option Plan (DROP) account balance shall be completely disbursed by the Retirement Plan, at the request of the member, within 120 months of the member's separation from service.
 - (5) Participants in the Retirement Plan are allowed to pay the cost of purchasing prior service credits over the course of up to sixty (60) months from the date of approval of a request to purchase prior

service credit so long as the cost is paid prior to the participant's date of retirement, including entry into the DROP.

- (6) A supplemental benefit plan exists, commonly known as a share plan, for the provision of special benefits as required by Chapter 175.351(6), Florida Statutes. At this time the parties acknowledge that such supplemental/share plan will not be funded because the parties mutually consent to continue to utilize monies received pursuant to Chapter 175, Florida Statutes, in the same manner as such monies were utilized at the time of implementation of this agreement. The terms of participation in the supplemental/share plan shall be bargained by the parties at the time, if ever, that the supplemental/share plan is to be funded.
 - (7) Employees may participate in the DROP for up to ninety-six (96) months. Such election may be utilization of BAC-DROP, DROP, or a combination of the two equaling no more than ninety-six (96) months.
 - (8) The age requirement for Early Retirement eligibility shall be increased from Age forty (40) to Age forty-four (44). For Early Retirees within three (3) years of Normal Retirement eligibility, the reduction for Early Retirement benefits shall be three percent (3%) for each year that Early Retirement precedes Normal Retirement (determined as if the member had remained employed); the actuarial reduction shall remain unchanged for Early Retirees who retire more than three years prior to Normal Retirement. Early Retirees shall be eligible for DROP and/or BAC-DROP participation. The City and Union agree that the Union shall bear the full cost associated with this subparagraph through the use of the Union's fifty percent (50%) share of Chapter 175 monies for a minimum of fifteen (15) years. At any time in which the 175 monies go below the amount necessary to sustain such benefit, the City and Union agree to re-open this subparagraph in order to adjust the length of time necessary to fund the corresponding benefit. However, the cost of any amended benefit shall continue to be borne by the Union.
- B. 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 members of the Retirement Plan hired on or after April 1, 2014:
- (1) The normal retirement age shall be the earlier of age 52 and 10 years of credited service or 25 years of credited service regardless of age.
- C. Members hired after June 15, 2014, that otherwise meet the eligibility requirements for post-retirement cost-of-living adjustments (COLAs) shall receive the COLAs beginning on the first October 1 following one year of benefit payments. The City and Union mutually agree that the Union shall bear the full cost associated with this subsection through the use of the Union's fifty percent (50%) share of Chapter 175 monies for a minimum of fifteen (15) years. At any time in which the 175 monies go below the amount necessary to sustain such benefit, the City and Union agree to re-open this subsection in order to adjust the length of time necessary to fund the corresponding benefit. However, the cost of any amended benefit shall continue to be borne by the Union.
- D. Chapter 175 monies in excess of \$1,314,942.15 will be split 50/50, allocating fifty percent (50%) to defray the City's annual required pension costs and the remaining fifty percent (50%) reserved for additional membership benefits. For purposes of this agreement, the funded ratio is defined on each

valuation date by dividing the Actuarial Value of Assets by the Total Entry Age Normal Actuarial Accrued Liability, both values as reported in the Plan's actuarial valuation report.

- E. The Union shall make a one-time transfer from their 175 funds excess benefit reserve in the amount of \$625,336 to be applied toward the unfunded liability as a credit upon ratification of this Agreement. This subsection shall sunset at the expiration of this Agreement.

Section 2 – Future Benefit Improvements

The City and the Union agree to pursue a common ground in regard to additional pension improvements, as finances become available.

Section 3 – Board of Pension Trustees

The makeup of the Pension Board shall consist of the following five (5) total members:

- Two residents appointed by the City
- Two Fire Fighters elected by a majority vote of the pension plan members.
- The fifth (5th) person shall be appointed by the above noted four (4) Board Members. The name(s) for the fifth (5th) appointed Board Members shall be submitted by the Fire Pension Plan members.

Section 4 – Nominations and Elections to the Pension Board

The Pension Plan Administrator in compliance with the Fire Fighters Pension Board shall send out a notice of nominations to the Pension Board form to all members, each August. Persons nominated for Trustee(s) positions shall be notified of such by the Pension Plan Administrator. Upon the member being notified of being nominated by the Pension Plan Administrator, the member shall confirm their intention to run for said position by submitting a (signed/dated) letter of interest to the Pension Plan Administrator no later than two (2) weeks prior to the elections. Members failing to submit a letter of interest within the proper time period shall not be qualified to be placed on the election ballot by the Pension Plan Administrator. The names of the qualified nominees shall be verified and sent out by the Pension Plan Administrator to be posted in all fire stations, the Fire Chief's Office and faxed to the Union Office one (1) week prior to the election, along with the date, time, and location of elections. The terms of the Trustees shall be for no more than four (4) years, with nominations being in August, and elections being in September. There shall be no limit to consecutive terms. Both Firefighters shall have alternate term years and both citizens shall have alternate term years. The fifth (5th) appointed position of the Pension Board shall be filled on the odd numbered years at the Pension Board Meeting following the September election, unless a vacancy occurs. If a vacancy occurs for any of the Pension Board positions, members shall be notified by the Pension Plan Administrator no later than five (5) working days (Monday-Friday) after the Pension Plan Administrator has been notified of such vacancy. The City and the Union agree to fill such vacant position(s) at the earliest convenience. Vacancies shall be filled in accordance with Article 28.

Article 29
Drug-Free Workplace Program

Section 1– 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 through a zero-tolerance policy.

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 (while employed by the City). The program shall be in accordance with state and federal law.

Alcohol Prohibition:

Employee consumption of alcohol on City property (while on duty), in City vehicles, or at any work assignment location, is prohibited.

(a) Employees' reporting to work or working under the influence of alcohol is prohibited. The following thresholds shall govern the severity of discipline:

- (i) Below 0.02%
 - a. An employee who has a Blood Alcohol Concentration (BAC) above a 0.00% but below a 0.02% shall be subject to progressive discipline. The first offense shall be limited to an oral counseling.
- (ii) Between 0.02% and 0.039%
 - a. An employee who has a BAC between a 0.02% and 0.039% within the first four (4) hours of their shift shall be removed from their safety-sensitive position for a minimum of eight (8) hours and must re-test at a 0.00% before being placed back into their safety-sensitive position. An employee who is removed from their safety sensitive position pursuant to this subparagraph shall be subject to progressive discipline.
 - b. An employee who has a BAC between a 0.02% and 0.039% after the first four (4) hours of their shift shall be removed from their safety-sensitive position for the remainder of their shift and must re-test at a 0.00% before being placed back into their safety-sensitive position at the start of the next shift. An employee who is removed from their safety sensitive position pursuant to this subparagraph shall be subject to progressive discipline.
- (iii) 0.04% and Above
 - a. An employee who has a BAC of 0.04% or above within the first four (4) hours of their shift shall be immediately removed from their safety-sensitive position for the

remainder of their shift. An employee removed pursuant to this subparagraph shall not return to duty until cleared by a Substance Abuse Professional (SAP). An employee who is removed from their safety sensitive position pursuant to this subparagraph shall be subject to progressive discipline.

- b. An employee who has a BAC of 0.04% or above after the first four (4) hours of their shift shall be immediately removed from their safety-sensitive position and shall be subject to a last chance agreement.
- (b) Any Employee arrested for a DUI shall notify his or her immediate supervisor of the arrest within twenty-four (24) hours of its occurrence.
- (c) 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 illegal drugs or their metabolites as determined by the Federal Controlled Substances Act, or the non-prescribed use of prescription drugs on City property, in City vehicles, or at any work assignment location, is prohibited.
- (b) Employees' reporting to work or working under the influence of illegal drugs in accordance with state and federal law is prohibited.
- (c) Any employee arrested for any illegal drug-related incident shall notify their immediate supervisor of the arrest within twenty-four (24) hours of its occurrence.
- (d) Failure to comply with these prohibitions and requirements will result in disciplinary action up to and including termination.

NOTE: During any investigation of an alleged violation of this 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" means observable signs that indicate to a reasonable person that an individual is using or under the influence of illegal controlled substances or alcohol. For the purpose of reasonable suspicion "drug/alcohol" testing the following applies, but is not limited to:

- (a) Observable phenomenon while at work such as direct observation of illegal drug use or the physical symptoms or manifestations of being under the influence of an illegal 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 illegal drug use provided by a reliable and credible source.

- (d) Evidence that an individual has tampered with a drug test during their employment with the current employer.
- (e) Information that an employee has caused a vehicle accident, involving a member of the general public or public and/or private property, while at work will be cause for reasonable suspicion drug testing.
- (f) Information that an employee has contributed to, or been involved in a vehicle accident, involving a member of the general public or public and/or private property, while at work may be cause for reasonable suspicion drug testing.
- (g) Evidence that an employee has, during his/her employment, violated the provisions of the prohibitions identified above.

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 shall include all classifications recognized in Article 2 – Recognition, of this Agreement.
- (b) Employees randomly selected for testing shall be identified by City Employee Number and will be selected through the use of a computerized random number generator or other neutral selection process. Said selection lists shall be copied to the Union on each occasion, immediately after they have been processed by the City.
- (c) Random testing shall occur on an annual basis (calendar year). No more than fifty percent (50%) of the annual average number of employees occupying classifications as listed in Article 2 for the prior calendar year shall be subject to random testing during any given calendar year.
- (d) 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.
- (e) 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 State or Federal law, and the employee has had a documented history of habitual discipline problems or the employee has had a previous drug problem (has voluntarily come forward or has tested positive during a random test). 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 mitigate the employee's discipline to a suspension without pay for up to one hundred and sixty-eight (168) hours of work, continuous, on the condition the employee enters into a Last Chance Agreement.

NOTE: The City will utilize independent laboratories that have been certified to conduct drug testing, and the City and the independent laboratories shall conduct said testing, in compliance with Florida Administrative Code, Chapter 59A-24, "Drug Free Workplace Standards." Notwithstanding the aforementioned, the City and Union mutually agree to utilize breathalyzers for the purpose of determining blood alcohol concentration for both the initial and confirmation test.

Voluntarily Coming Forward:

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 they have an alcohol/substance abuse problem to their immediate supervisor, the Fire Chief/Designee or the Human Resources Director, they will be provided rehabilitation under the terms of the City's Major Medical Plan/Employee Assistance Plan.

Rehabilitation Program:

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 (e.g., refusing to take drug tests in accordance with the program outline and/or missing repeated meetings), shall be subject to termination.

Time Off for Rehabilitation

(a) If Voluntary: If approved by the program administrator, 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 administrator 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, and if the employee is entitled to the Family Medical Leave Act (FMLA), the employee will be placed in that status for up to a twelve (12) week period. Once the FMLA entitlement period expires, the City will place the employee on administrative leave status without pay for the balance of the rehabilitation period in accordance with Article 13 – Health and Safety.

(b) If Randomly Tested Positive: If the employee qualifies for FMLA leave, the employee will begin to exhaust the twelve (12) week period at the beginning of their rehabilitation start date. If the employee is not actually taking advantage of FMLA, and if approved by the program administrator, the City shall make every effort to place the employee in a non-safety sensitive (or light duty) position, after completion of any suspension without pay, 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 administrator 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 the balance of their FMLA leave (if he/she has not exhausted the duration of time available under the law up to that point) or on administrative leave status without pay (if the employee has exhausted their total amount of FMLA leave under the law). After the employee has been on non-FMLA 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 their 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 enters 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 classification they held prior. 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 illegal drugs) for a one (1) year period, with no more than four (4) unannounced drug tests (for illegal drugs) for that one (1) year period and no more than one (1) unannounced drug test (for illegal drugs) per quarter. If during this time, the employee tests positive, they will be subject to dismissal.

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/substance abuse rehabilitation program (while employed by the City) WILL NOT be eligible for a second (2nd) rehabilitation program.

Employees who voluntarily enter alcohol/substance abuse rehabilitation shall complete the Voluntary Rehabilitation Agreement Form as found in Appendix D of this Agreement:

Employees who test positive during a random test or reasonable suspicion test may elect to enter into a last chance agreement by signing the Last Chance Agreement Form as found in Appendix E of this Agreement:

Section 2 – Tobacco Prohibition

All employees shall adhere to Florida Statute 633.412(f) and Florida Administrative Code 69A-62.024 as amended.

Due to the documented effects of tobacco/nicotine use and the special hazards and exposures associated with the occupation of Firefighting, the City and Union agreed to the following:

- Individuals hired into the CCFD after October 1, 2002, are prohibited from using tobacco products.
- The union agrees that this policy itself will not be grieved.
- The City agrees to provide courses to stop the use of tobacco/nicotine for those employees wishing to quit tobacco/nicotine use.

Article 30
Hiring, Promotions, Demotions, and Vacancy Procedures

All terms and conditions related to hiring, promotions, demotion, and vacancy procedures, not specifically referenced within this Agreement, shall fall under the City of Cape Coral Administrative Regulations and Personnel Ordinance.

Section 1 – Notice/Freezing of Vacancy

Upon the Fire Chief or designee becoming aware of an actual or anticipated vacancy, new promotions or positions occurring within the bargaining unit at any time, the Fire Chief or designee shall notify all employees

The parties agree that the Fire Chief or designee may elect to freeze the filling of a vacancy. If the filling of a vacancy is frozen, the eligibility list(s) duration defined in Section 5 of this article shall also be frozen/extended automatically and concurrently equal to the duration of the frozen position. Such extension of the list shall be in addition to the parameters outlined in Section 5(a) (i.e., Fire Chief or designee freezes the filing of a position for one year then the eligibility list(s) duration is also frozen/extended for one year).

Section 2 – Fire Lieutenant or Fire Battalion Chief Vacancy

The following conditions and timelines apply:

- (a) In the case of submitting a change in work schedule request from Shift to Non-Shift (or conversely) to fill a Fire Battalion Chief vacancy, the respective Fire Battalion Chief must have held the position of Fire Lieutenant for the Cape Coral Fire Department.
- (b) Selection shall be by Rank Seniority of those Fire Lieutenant(s) or Fire Battalion Chief(s) that submit a change in work schedule request. The Fire Lieutenant or Fire Battalion Chief must have successfully completed six (6) months in their current work schedule as a Fire Lieutenant or Fire Battalion Chief, whichever is applicable, prior to submitting a change in work schedule request. The Fire Chief may waive the six (6) month timeline.
- (c) Non-Shift Fire Lieutenants shall have eighteen (18) months to obtain the following certifications:
 - a. State of Florida Fire Instructor I
 - b. State of Florida Live Fire Training Instructor I
 - c. Emergency Vehicle Operator Course (EVOC) Instructor

The city shall be responsible for all costs associated with obtaining these certifications, and City Business will be provided, if necessary, to complete the certifications. All current non-shift training Lieutenants, at the time of ratification, shall be grandfathered and not required to meet the certification requirements. The Fire Chief may extend the eighteen (18) month timeframe due to extenuating circumstances.

Upon the Fire Chief or designee becoming aware of either an actual or anticipated vacancy to any Fire Lieutenant or Fire Battalion Chief position, the Fire Chief or designee shall first (1st) offer a change in work schedule (non-shift to shift or shift to non-shift) to all current Fire Lieutenants or Fire Battalion Chiefs based on rank seniority with the most senior Fire Lieutenant or Fire Battalion Chief being given the first (1st) opportunity to fill the position.

The Fire Lieutenant or Fire Battalion Chiefs shall have seven (7) calendar days following the actual offer to change work schedules (non-shift to shift or shift to non-shift) in which to respond, in writing to the Fire Chief or designee his/her intent to accept the position. If all current Fire Lieutenants or Fire Battalion Chiefs decline to accept the position as set forth above, then the Fire Chief/ or designee shall fill the vacant position from the most current Fire Lieutenant's or Fire Battalion Chief's Promotional Eligibility List. When two positions are vacant, non-shift and shift, the employee which ranked the highest on the promotional eligibility list will be given the option of which work schedule they choose to fill.

Section 3 – Vacancy Notification/Filling of or Testing for Vacancy

The Fire Chief or designee shall make notification not later than fourteen (14) calendar days after an actual vacant position exists in accordance with Section 1. In addition, the Fire Chief or designee shall fill promotional vacancies no later than fourteen (14) calendar days after an actual promotional vacancy exists, provided an eligibility list exists for that classification. If an eligibility list does not exist for the classification, the Fire Chief or designee shall begin testing for the promotional vacancy no later than sixty (60) calendar days after the actual promotional vacancy position exists.

Section 4 – Examination Procedures

Whenever a position within the Fire Department becomes available as per Section 1, the Fire Chief or designee, shall prepare selective criteria for the position(s). All examinations will be designed to fairly and impartially assess the merit, experience and other qualifications of an applicant to perform the duties of the classification.

Examinations shall consist of the following weighted criteria:

Fire Engineer/Driver	Weight
Practical Examination	60%
Written Examination	30%
Education	5%
Time in Grade	5%

Fire Lieutenant	Weight
Tactical Scenario	35%
Written Examination	20%
Assessment Center	20%
Education	10%
Oral board	10%
Time in Grade	5%

Fire Battalion Chief	Weight
Tactical Scenario	35%
Assessment Center	25%
Oral board	25%
Education	10%
Time in Grade	5%

Fire Prevention Lieutenant	Weight
Written Examination	35%
Assessment Center	30%
Oral Board	20%
Education	10%
Time in Grade	5%

An employee shall suffer no loss of pay for participation in the promotional examination process.

Sound measurement techniques and procedures shall be used in the scoring of examinations and determining the relative ranking of candidates.

All exam candidates will be afforded an opportunity to review their examination results, within fourteen (14) days of exam process completion.

Section 5 – Eligibility List(s)

There shall be an established list by which all available positions shall be filled in accordance with this Article.

- (a) An examinee's name shall remain on the eligibility list for a period of one (1) year, except as otherwise expressed in Section 1 of this Article, from the date that the Human Resources Director or his/her designee certifies the list (said list certification shall not be more than thirty (30) calendar days from the date the testing is completed, unless a grievance is filed, and then said certification date shall start at the final conclusion of said grievance). The Fire Chief or designee may, in writing, extend the entire list one (1) time for a specific rank beyond that date. In no event, except as otherwise expressed in Section 1 of this Article, will an eligibility list be in effect for more than two (2) years from the original certification date of said list.
- (b) Whenever a position becomes available for whatever reason, the Human Resources Director or his/her designee shall certify to the Fire Chief or designee the name of the person(s) to fill such positions, in descending order in accordance with Article 30. The Fire Department shall fill available position(s) with the top name certified in accordance with Article 30. In the event an employee refuses the promotion, that employee's name shall remain on the eligibility list, in its current position, until offered a promotion a second time. In the event an employee refuses a promotion a second time, that employee's name shall be removed from the eligibility list.

Section 6 – Demotions

Employees shall be permitted to displace employees in bargaining unit positions covered under this Agreement. A demoted employee shall be entitled to displace other Fire Department employees provided the demoted employee has previously worked in the classification of the employee to be displaced. The classification of the employee to be displaced must be a bargaining unit position and the demoted employee must have more total continuous years of service in the CCFD than the person being displaced.

An employee, who is demoted, due to the demotion of another employee, shall be offered the next immediate position of the classification from which they were demoted.

- (a) Voluntary (While on Probation): Said employee will be placed back to the rank and step they promoted from, including any step, wage increase(s), and seniority the employee would have been entitled to, provided they never left.

- (b) Voluntary (After Completion of Probation): Said employee shall be placed back to the rank and step they promoted from, including any step and wage increase(s) the employee would have been entitled to, provided they never left. Said employee shall resume rank seniority accrual from where they left off in said rank.
- (c) Involuntary (While on Probation): Said employee will be placed back to the rank and step they promoted from, including any step, wage increase(s), and seniority the employee would have been entitled to, provided they never left.
- (d) Involuntary (After Completion of Probation): Said employee shall be placed back in to a rank at the discretion of the Fire Chief. The employee shall be placed back in the last step they held in said rank, including any step increase(s) and wage increase(s) the employee would have been entitled to, provided they never left. Said employee shall resume rank seniority accrual from where they left off in said rank.

An employee who has promoted outside the Supervisory bargaining unit will be permitted to return to the Supervisory bargaining unit provided they request the return prior to the expiration of their initial promotional probationary period, the Fire Chief approves, and one of the following scenarios exists:

1. A qualified bargaining unit member is willing to promote to the position.
2. A vacancy exists in the bargaining unit and no eligibility list exists.
3. The employee is willing to fill a vacant Firefighter position, which would not result in a member being displaced.

The employee shall be placed back in the last step they held in said rank, including any step increase(s) and wage increase(s) the employee would have been entitled to, provided they never left. Said employee shall resume rank seniority accrual from where they left off in said rank.

Article 31
Career Advancement & Performance Enhancement (CAPE) System

Effective for the first (1st) full pay period following ratification of this Agreement by both parties, all Bargaining Unit members shall be enrolled in a jointly sponsored Career Advancement & Performance Enhancement (CAPE) system between the CCFD and the Union for the duration of the Agreement.

There will be no further advancement through the CAPE system and all Steps will be frozen beyond this Agreement.

In the CAPE system, each member shall be placed into a specific level within the classification/rank the bargaining unit member holds as of the first (1st) full pay period of the fiscal year (October).

Section 1 – FY – 2025-2027

(a) Advancement in the CAPE system is dependent on the receipt of a “satisfactory” rating in the employee’s performance evaluation for the term of the CBA from 2025 to September 30, 2027:

1. FY 2025: In recognition of the Union providing funds toward the unfunded liability as a credit as outlined in Subsection E of Section 1 of Article 28, the following adjustment to the CAPE system shall be effective as of January 4, 2025:
 - The CAPE system hourly pay levels shall be adjusted by 13.31% and employees who received a satisfactory on their August 2024 Performance Evaluation and who is otherwise eligible in accordance with this Section shall advance one step in the CAPE System.
 - An additional five percent (5%) 9th step shall be added to the Fire Inspector pay plan.
 - The CAPE System hourly pay levels are detailed in Section 4(a).
2. FY 2026: Effective the first full pay period in FY 2026 (October 2025), the CAPE system hourly pay levels shall be adjusted upward by four percent (4%). An additional two and a half percent (2.5%) step shall be added to the Lieutenant pay plan.

A bargaining unit employee who receives a satisfactory on their August 2025 Performance Evaluation and who is otherwise eligible in accordance with this Section shall advance one step in the CAPE system effective with the first full pay period beginning on or after October 1, 2025.

3. FY 2027: Effective the first full pay period in FY 2027 (October 2026), the CAPE system hourly pay levels shall be adjusted upward by four percent (4%).

A bargaining unit employee who receives a satisfactory on their August 2026 Performance Evaluation and is otherwise eligible in accordance with this Section shall advance one step in the CAPE system effective with the first full pay period beginning on or after October 1, 2026.

A bargaining unit employee who receives a satisfactory on their August 2027 Performance Evaluation and is otherwise eligible in accordance with this Section shall advance one step in

the CAPE system effective with the first full pay period beginning on or after September 1, 2027.

- (b) Employees who have achieved the highest step in their classification (rank), shall not receive a step increase.
- (c) Advancement from one step to the next in the CAPE system, per Section 1 (a), shall be contingent upon receipt of an overall satisfactory or better performance evaluation. Performance evaluations shall be completed as follows:
 - 1. On or before August 1, 2024
 - 2. On or before August 1, 2025
 - 3. On or before August 1, 2026
 - 4. On or before August 1, 2027

A bargaining unit employee who receives a performance evaluation indicating an overall unsatisfactory performance shall, on or before August 15 of the year in which the evaluation is issued, be provided with a Performance Improvement Plan (PIP) to be completed within 60 days of implementation. If the employee has not successfully completed the PIP, a one-time extension of 30 days will be granted. An employee shall not advance in the CAPE system until his or her performance is deemed satisfactory or better. If a performance rating of satisfactory or better is received at the conclusion of the PIP, the employee will advance in the CAPE system as provided in the preceding paragraph.

If the employee still has not received a performance rating of satisfactory or better, the employee shall not advance in the CAPE system during that fiscal year and the employee's employment shall be evaluated by the City in order to determine what, if any, steps should be taken to remediate the employee's performance.

- (d) Any further performance evaluations shall not have a step increase associated unless negotiated by the parties.

Section 2 – New Hire

All newly hired Bargaining Unit employees into the rank of Fire Fighter shall automatically be placed in Fire Fighter STEP 1.

Section 3 – Promotions

Any Bargaining Unit employee who is promoted shall be placed in a step in the higher classification (rank), which will result in the employee receiving a minimum of a five percent (5%) increase in pay.

Section 4 – Fiscal Years – 2025-2027 CAPE System Hourly Pay Levels

FY 2025: The following CAPE system hourly pay levels will be effective January 4, 2025.

FORTY-EIGHT (48) HOUR WORK WEEK SHIFT EMPLOYEES

Fire Fighter		Fire Engineer/Driver		Fire Lieutenant		Fire Battalion Chief	
STEP 10	\$39.17						
STEP 9	\$37.31						
STEP 8	\$35.53	STEP 8	\$43.19			STEP 6	\$59.34
STEP 7	\$33.85	STEP 7	\$41.13	STEP 7	\$50.00	STEP 5	\$56.51
STEP 6	\$32.23	STEP 6	\$39.18	STEP 6	\$47.62	STEP 4	\$53.82
STEP 5	\$30.70	STEP 5	\$37.31	STEP 5	\$45.36	STEP 3	\$51.26
STEP 4	\$29.23	STEP 4	\$35.55	STEP 4	\$43.19	STEP 2	\$48.81
STEP 3	\$27.84	STEP 3	\$33.85	STEP 3	\$41.14	STEP 1	\$46.49
STEP 2	\$26.51	STEP 2	\$32.24	STEP 2	\$39.18		
STEP 1	\$25.26	STEP 1	\$30.70	STEP 1	\$37.31		

FORTY (40) HOUR WORK WEEK NON-SHIFT EMPLOYEES

Fire Inspector		Fire Lieutenant		Fire Battalion Chief	
STEP 9	\$52.93				
STEP 8	\$50.41			STEP 6	\$71.20
STEP 7	\$48.01	STEP 7	\$60.01	STEP 5	\$67.82
STEP 6	\$45.73	STEP 6	\$57.15	STEP 4	\$64.59
STEP 5	\$43.55	STEP 5	\$54.43	STEP 3	\$61.50
STEP 4	\$41.47	STEP 4	\$51.84	STEP 2	\$58.58
STEP 3	\$39.50	STEP 3	\$49.37	STEP 1	\$55.79
STEP 2	\$37.62	STEP 2	\$47.02		
STEP 1	\$35.83	STEP 1	\$44.79		

(b) FY 2026: The following CAPE system hourly pay levels will be effective from October 11, 2025, through October 9, 2026.

FORTY-EIGHT (48) HOUR WORK WEEK SHIFT EMPLOYEES

Fire Fighter		Fire Engineer/Driver		Fire Lieutenant		Fire Battalion Chief	
STEP 10	\$40.74						
STEP 9	\$38.80						
STEP 8	\$36.95	STEP 8	\$44.92	STEP 8	\$53.30	STEP 6	\$61.71
STEP 7	\$35.20	STEP 7	\$42.78	STEP 7	\$52.00	STEP 5	\$58.77
STEP 6	\$33.52	STEP 6	\$40.75	STEP 6	\$49.52	STEP 4	\$55.97
STEP 5	\$31.93	STEP 5	\$38.80	STEP 5	\$47.17	STEP 3	\$53.31
STEP 4	\$30.40	STEP 4	\$36.97	STEP 4	\$44.93	STEP 2	\$50.76
STEP 3	\$28.95	STEP 3	\$35.20	STEP 3	\$42.79	STEP 1	\$48.35
STEP 2	\$27.57	STEP 2	\$33.53	STEP 2	\$40.75		
STEP 1	\$26.27	STEP 1	\$31.93	STEP 1	\$38.82		

FORTY (40) HOUR WORK WEEK NON-SHIFT EMPLOYEES

Fire Inspector		Fire Lieutenant		Fire Battalion Chief	
STEP 9	\$55.05				
STEP 8	\$52.43	STEP 8	\$63.97	STEP 6	\$74.05
STEP 7	\$49.93	STEP 7	\$62.41	STEP 5	\$70.53
STEP 6	\$47.56	STEP 6	\$59.44	STEP 4	\$67.17
STEP 5	\$45.29	STEP 5	\$56.61	STEP 3	\$63.96
STEP 4	\$43.13	STEP 4	\$53.91	STEP 2	\$60.92
STEP 3	\$41.08	STEP 3	\$51.34	STEP 1	\$58.02
STEP 2	\$39.12	STEP 2	\$48.90		
STEP 1	\$37.26	STEP 1	\$46.58		

(c) FY 2027: The following CAPE system hourly pay levels will be effective from October 10, 2026, through September 30, 2027.

FORTY-EGHT (48) HOUR WORK WEEK SHIFT EMPLOYEES

Fire Fighter		Fire Engineer/Driver		Fire Lieutenant		Fire Battalion Chief	
STEP 10	\$42.37						
STEP 9	\$40.35						
STEP 8	\$38.43	STEP 8	\$46.72	STEP 8	\$55.43	STEP 6	\$64.18
STEP 7	\$36.61	STEP 7	\$44.49	STEP 7	\$54.08	STEP 5	\$61.12
STEP 6	\$34.86	STEP 6	\$42.38	STEP 6	\$51.50	STEP 4	\$58.21
STEP 5	\$33.21	STEP 5	\$40.35	STEP 5	\$49.06	STEP 3	\$55.44
STEP 4	\$31.62	STEP 4	\$38.45	STEP 4	\$46.72	STEP 2	\$52.79
STEP 3	\$30.11	STEP 3	\$36.61	STEP 3	\$44.50	STEP 1	\$50.28
STEP 2	\$28.67	STEP 2	\$34.87	STEP 2	\$42.38		\$
STEP 1	\$27.32	STEP 1	\$33.21	STEP 1	\$40.37		

FORTY (40) HOUR WORK WEEK NON-SHIFT EMPLOYEES

Fire Inspector		Fire Lieutenant		Fire Battalion Chief	
STEP 9	\$57.26				
STEP 8	\$54.53	STEP 8	\$66.53	STEP 6	\$77.01
STEP 7	\$51.93	STEP 7	\$64.91	STEP 5	\$73.35
STEP 6	\$49.46	STEP 6	\$61.82	STEP 4	\$69.86
STEP 5	\$47.10	STEP 5	\$58.87	STEP 3	\$66.52
STEP 4	\$44.86	STEP 4	\$56.07	STEP 2	\$63.36
STEP 3	\$42.72	STEP 3	\$53.39	STEP 1	\$60.34
STEP 2	\$40.68	STEP 2	\$50.86		
STEP 1	\$38.75	STEP 1	\$48.44		

Section 5 – Establishment of a Comparison Group:

During the last year of this Agreement, the parties shall meet and jointly determine a comparison group of cities in which to compare the City of Cape Coral to when determining competitive wages and benefits for the State of Florida fire service market.

Article 32
Personnel Records

Section 1 – Personnel Records

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.

Requests for Inspection of Personnel Records:

Requests to inspect City Personnel records will be handled as provided in the provisions of Florida Statutes, Chapter 119, or as such Chapter may be amended. An employee shall be notified by the City's Human Resources Department at the earliest practical time following a personnel records request by a private citizen.

Annual Evaluation:

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

Discipline:

Discipline as defined in Article 34 – Discipline, shall be part of the official personnel file for each employee.

Article 33
Reduction of Force

Section 1 – Order of Layoff

Layoff shall be made in inverse order of Departmental-Seniority.

Section 2 – Bumping (Layoff) Rights

Employees covered under this agreement shall be permitted to displace employees in lower ranking Bargaining Unit positions. A laid-off bargaining unit employee shall be entitled to displace other Fire Department employees provided the laid-off employee has previously worked in the classification of the employee to be displaced. The Classification of the employee to be displaced must be a Bargaining Unit position and the laid-off employee must have more total continuous years of service in the CCFD than the person to be displaced.

Any employee exercising bumping rights must be qualified to perform the work available.

A laid off employee displacing another employee shall have their rate of pay decreased to the rate of pay closest to their current base rate in the lower classification not to exceed the maximum of the range

An employee, who is demoted due to the layoff of another employee, shall be offered the next immediate position of the classification from which they were demoted.

Section 3 – Recall from Layoff

Recall shall be in reverse order of layoff.

No new employees shall be hired within the rank or classification until all qualified employees on layoff have been offered an opportunity to return to work.

Article 34

Discipline

Section 1 – Coaching and Counseling

The Department may utilize an electronic format to document Coaching and Counseling events. An employee's coaching and counseling records shall not be considered discipline. Coaching records shall be maintained in the Fire Department Employee's Corrective Action Process file for one (1) year from the date the coaching was discussed with the employee. Counselings shall be maintained in the Fire Department Employee's Corrective Action Process file for one (1) year from the date of final action (e.g., the Employee Counseling Record was signed/dated by the Employee being counseled with Employee remarks noted).

An Employee Counseling Record used as a basis for subsequent progressive discipline within one (1) year of the date of final action shall become part of the Employee's official personnel file.

An Employee shall be entitled to review both their coaching/counseling records.

Section 2 – Discipline

Discipline:

Discipline shall be based upon just cause and shall be subject to the grievance procedure. The "Firefighters' Bill of Rights" as contained in Florida Statutes, Chapter 112, part VIII, or as such part may be amended, shall herein be incorporated as if those rights were fully set forth in this Agreement, and shall be applicable to all Employees.

Forms of Discipline:

Discipline shall be limited to written reprimand, suspension without pay, demotion, and dismissal. Discipline shall be part of the employee's official personnel file.

Progressive Discipline:

Generally, the City shall follow a policy of progressive discipline by which less severe forms of discipline are imposed prior to resorting to the imposition of more severe sanctions for the same or similar conduct by the Employee. The City, however, reserves the right to impose even the most severe discipline as an initial measure when circumstances warrant.

Member Rights to Representation

When the City initiates an formal investigation against a member covered by this Agreement which could lead to disciplinary charges, and where a recorded interrogation is elicited from the accused Employee, the investigation and interrogation shall be conducted under the "Firefighter Bill of Rights" as contained in Florida Statutes, Chapter 112, part VIII, or as such part may be amended.

Article 35

Rescue Services

Section 1 – Rescue Status and Pay

Paramedic 1 (P1):

Once an employee is qualified as P1, as outlined in this Agreement, they shall be classified as P1 and shall have their Rescue Pay, as described in this Article, established at fifty-five dollars (\$55.00) bi-weekly.

Paramedic 2 (P2):

Once an employee passes advancement testing for P2 as outlined in this Agreement they shall be classified as a P2 and shall have their Rescue Pay, as described in this Article established or increased, to five hundred dollars (\$500.00) bi-weekly.

Paramedic Field Training Officers (P3):

P3s shall perform in accordance with and meet the qualifications of P2. All P3s will be responsible for training, handling of supplies, quality assurance reports, patient care reports, and compliance with the CCFD's Infectious Control Plan.

P3s shall have their Rescue Pay, as described in this Article, increased to six-hundred and fifty-dollars (\$650.00) bi-weekly. An employee who relinquishes or loses the P3 assignment for just cause shall have their Rescue Pay reduced back to the P2 amount (or P1 if applicable). Successful P3 candidates shall be required to obtain and maintain the following certifications within one (1) year of advancement as the training opportunities become available (the Fire Chief may extend this timeline):

- ◀ American Heart Association (AHA) Advanced Cardiac Life Support (ACLS) Instructor
- ◀ American Heart Association (AHA) Basic Life Support (BLS) Instructor

Section 2 – Training, Licensure, & Certification

(a) Training:

The City shall provide in-service training for all State of Florida Emergency Medical Technicians (EMTs) and State of Florida Paramedics (PMDs) while on duty according to re-certification requirements as set forth by Florida Statute, the CCFD, and City's Medical Director. For those employees unable to attend the in-service training, where possible, a recording will be made available for them to review on duty.

The City shall provide on duty American Heart Association Basic Life Support Provider (BLS) and Advanced Cardiac Life Support Provider (ACLS) at no cost to the employees. Employees shall be afforded make-up classes.

Upon successful completion of the objectives and requirements for a given course or in-service program, the employee shall be awarded Continuing Education Units (CEU)'s applicable toward re-certification as described below under Licensure and Certification. The City's Medical Director(s) shall determine the amount of CEU's awarded for each course or in-service.

The City shall maintain records of all educational programs completed by each employee in the employee's training and certification file.

(b) Licensure & Certification:

Employees in the bargaining unit are required to maintain currency in all certifications and licenses required by federal or state statute, rule or regulation and all necessary or special requirements, established by the City's Medical Director of the rescue status in which they are compensated for. The employee shall submit a copy of their EMT or PMD license to the Division of Professional Standards no later than the close of business (1700 hrs.) of the first business day in December. Exceptions must be approved by the Fire Chief or designee.

The City shall process the renewal applications for EMT and PMD licenses as set forth by the State of Florida Department of Health Bureau of Emergency Medical Services with all required renewal fees in a timely manner. Each employee, at the employee's choice, shall only be entitled to one license renewal per cycle.

The City shall supply employees with documents certified by the Medical Director(s) showing proof of CEU's obtained by the employee at in-service and training programs provided by the City. Documentation shall be supplied to the State of Florida Department of Health Bureau of Emergency Medical Services, according to State requirements.

Section 3 – Paramedic School

(a) Financial Reimbursement:

All CCFD employees who attend an accredited paramedic school, shall be reimbursed one hundred percent (100%) of books, uniforms and lab fees. Paramedic school tuition will be reimbursed up to a maximum of \$3,000 per semester/quarter, provided the employee completes each semester/quarter with a passing score and the cost of reimbursement does not exceed fifteen thousand dollars for the total course. Any other required paramedic school costs may be reimbursed with approval of the Fire Chief or designee.

All employees seeking financial reimbursement for paramedic school must comply with the educational reimbursement process identified in Article 23. In addition, employees attending paramedic school and receiving financial reimbursement under this provision are not entitled to supplement any additional shortages in cost with funds available in Article 23.

(b) Paramedic School Time Selection:

Annually, the CCFD will select six (6) employees who may utilize paramedic school time. The paramedic school time selection process shall be based on Department seniority from those Rank and File bargaining unit members assigned to shift. Employees assigned to a non-shift position or in the Supervisory bargaining unit are excluded from selection. The selection process shall begin on October 1st of every year or the first business day thereafter, prior to the beginning of the next academic year. The Division of Professional Standards shall send out a memorandum to solicit interest to be selected for paramedic school time. Employees will have fourteen (14) calendar days after said memorandum is sent out, to respond in writing to submit their interest for paramedic school time. Those selected will not be permitted to utilize paramedic school time prior to July 1st following the year after they were selected regardless of whether the paramedic program begins prior to July following the year after they were selected. Selected employees shall be required to begin utilizing the paramedic school time by December 31st following the year after they were selected. If a selected employee does not begin utilizing the paramedic school time within the parameters set forth in this section, the selected employee shall forfeit their right to the paramedic school time unless an extension is granted by the Fire Chief or designee.

The Fire Chief or designee shall issue a list of all respondents according to departmental seniority within five (5) calendar days of the deadline. Selected employees will have until December 1st of the year they were selected to withdraw from the Paramedic Program without penalty. An employee who was selected the prior years, and elected to withdraw from the program prior to completion, or did not begin utilizing the paramedic school time within the time frame provided for in this section, will be eligible to submit. Said employee will be considered but will be placed on the bottom of the list for 36 months from the time they ceased participation in the Paramedic Program. Based on those selected, shift reassignments may be made to minimize the impact on minimum staffing requirements.

If the deadline has passed and less than six (6) employees have submitted interest to be selected for Paramedic Program time, employees shall then be accepted on a first (1st) come first (1st) serve basis, based on the date and time of their written submission of interest. Employees will have 10 days to accept or decline the Paramedic Program without penalty.

A list shall be established and maintained for each annual selection group. In the event that an employee is unable, or not required, to attend the entire program for any reason, the list shall be utilized to allow the next eligible employee on the list to attend the program as one of the selected six (6) employees for the applicable time frame. Employees will have 10 days to accept or decline the Paramedic Program without penalty.

(c) Utilization of Paramedic Program Time:

At the commencement of each Paramedic Program, each of the six (6) slots available under the program shall be allotted a bank of Paramedic Program Time equivalent to four hundred and fifteen (415) hours, to be used at the discretion of the employee occupying that slot for attendance at classes, tests, required meetings, rotations, or ride times. In the event an employee vacates a slot prior to completing the Paramedic Program, any remaining hours from the initial allocation shall be available to the employee who subsequently fills that slot. The bank for any individual slot shall be pro-rated (reduced) in the event the employee occupying that slot is not scheduled to attend the complete course. The pro-rated amount shall be determined by breaking the four hundred and fifteen (415) total hours into equal parts based on the number of semester/sessions required to complete the course and crediting hours for only those semesters/sessions that remain to be completed. In no event shall any individual employee be granted more than four hundred and fifteen (415) hours to attend Paramedic Program, even if accepted to participate in this program on multiple occasions.

Each employee shall provide their chain of command a schedule of their required program dates and times via the City's electronic scheduling system no later than 1800 hrs. of the employee's regularly scheduled shift immediately preceding the requested time off. Upon the conclusion of the day's required activity, the employee(s) shall immediately and directly report back to work.

Section 4 – Paramedic Advancement Testing Qualifications and Process

Employees shall advance based on the following:

(a) Advancement Qualifications

To P1: The employee must hold a current State of Florida Paramedic license.

To P2: The employee must hold a current State of Florida Paramedic license and complete the P2 Credentialing Process.

To P3: The employee must have functioned as a P2 for a minimum of one (1) year in the CCFD.

(b) Advancement Testing process (in the following order):

To P2:

1. Written examination approved by the Medical Director with a minimum passing score of eighty percent (80%)
 2. A practical examination approved by the Medical Director.
 3. An oral interview as conducted by the Medical Director.
- The initial P2 Credentialing Process shall be offered within thirty (30) calendar days of when an employee notifies the Fire Chief or designee, in writing, through the chain-of-command of their intent to test.

To P3:

1. A teaching evaluation as approved by the Medical Director
2. An oral Interview as conducted by the Medical Director

The P3 advancement testing evaluators will consist of the Department's Medical Director, the Fire Battalion Chief - EMS and one (1) current P3. Candidates must achieve a minimum passing score of seventy percent (70%) to be placed on the eligibility list, which shall be maintained for one (1) year.

Section 5 – Rescue Status Advancement Testing Failure Policy

If an employee fails their advancement test, they may not re-test sooner than thirty (30) calendar days after the date of their initial testing date. If an employee fails their second (2nd) attempt at advancement, they may not re-test sooner than ninety (90) calendar days after the date of their second (2nd) attempt.

Employees who are testing after the temporary loss or suspension of P2 or P3 privileges may do so following the conclusion date of their temporary loss or suspension. If the employee fails the test, they may not re-test sooner than ninety (90) calendar days after the date of their test.

An employee who fails two (2) or more components of the advancement testing, or a third time of any component will be required to retake the advancement testing in its entirety.

Section 6 – System Performance Measuring

The City may use any of the following methods to measure the system's performance and the assessment of an individual's performance, both of which shall be based on standards established, outlined, or selected by the City Medical Director(s).

Skills Proficiency Testing:

This skills proficiency testing may be conducted in conformity to the following guidelines:

- Skills proficiency testing shall be performed by all employees once every twenty-four (24) months, but employees shall not be required to participate in skills proficiency testing more than once every twenty-four (24) months. This shall not include skills proficiency testing ordered as part of a remedial action by the Medical Director(s) as part of a quality assurance (QA) incident.

- EMTs and PMDs shall be tested on Medical Guidelines or information approved by the Medical Director(s).
- The skills proficiency testing shall be comprised of written and/or oral examinations and shall be based on information contained in the Medical Guidelines or information approved by the Medical Director(s). Skills proficiency testing may also include role-playing scenarios.
- The minimum grade (either pass/fail or eighty percent [80%]) in each required category, shall be communicated prior to the skills proficiency testing being started.
- Skills proficiency testing shall be conducted during an employee's on-duty hours. Employees shall be given a minimum of thirty (30) days' notice prior to their skills proficiency testing.

NOTE: All employees must successfully complete this process to maintain their Rescue Status and Pay for the next twenty-four (24) month period.

NOTE: Employees who are absent from work on the date of their scheduled skills proficiency testing shall be permitted to make up the testing upon their return.

Section 7 – Medical Quality Assurance, Quality Assurance Forms & Medical Quality Issues

The Union and City agree that Medical Quality Assurance is of paramount importance in assuring the residents of Cape Coral receive the best possible level of Emergency Medical Pre-Hospital Care. The Union and City also agree that the responsibility for assuring quality medical care rests jointly with the City Medical Director, Lee County Medical Director, Lee County E.M.S. Administration, CCFD Administration, and its employees.

(a) Feedback:

Feedback received by CCFD employees shall be investigated by Supervisors, training staff and administration as necessary and may also be utilized to pass along positive feedback and/or commendations in reference to Lee County E.M.S. performance. Any/all feedback shall be conducted in writing through the chain of command.

(b) Medical Quality Issues:

A Medical Quality Issue (MQI) is defined as any deviation from local Medical Guidelines, accepted state standard of care, or reasonably expected practical performance which may potentially, or may have, in fact, already unfavorably influenced patient care. An MQI may arise as the result of a specific incident or cumulative feedback from routine continuous quality improvement processes. All reports of a potential MQI shall be reduced to writing. Complaints or other reports of potential MQIs not placed into writing shall be dismissed without further investigation.

However, when operational and quality assurance issues arise out of the same incident or event, the operational and MQI investigations may occur at the same time.

The Medical Director should be advised immediately by the Fire Chief or designee, upon the reporting or discovery of a potential MQI. All parties involved should be notified of the investigation and the nature of the alleged problem. The employee in question should be provided a copy of the written documentation as outlined in this Article. This notification must also include any immediate decisions on limitation or suspension of the involved personnel's clinical duties to take place during the investigation phase. Once notified the Fire Chief or designee, shall begin the investigation by accumulating the appropriate report forms and written documentation of all conversations or contacts made to acquire further information. During this phase the employee in question shall not suffer any loss or reduction in Rescue Pay.

Based on the information collected during the investigation, the Medical Director shall make a decision whether to dismiss the potential MQI or to proceed to the corrective action/remediation phase. The results of the Medical Director's decision shall be reduced to writing and supplied to all parties involved. The Medical Director's decision shall also include their order for remediation (e.g., assignment to a P3 for a period of time, hospital rotation for intubations or I.V. skills, written testing and/or advancement testing). The remediation order should also include a statement of everything the employee will be required to complete to return to the previous status. Once the remediation order is established, the Medical Director shall also rule as to whether the employee is to be reduced in status during the remediation phase.

The Medical Director may decide, based on the findings of the investigation, to demote the employee to a lower level of function. In such cases, the employee's Rescue Status and Pay shall also be lowered to that lower level. If remedial actions and/or rulings are disciplinary in nature, they shall be subject to the grievance and arbitration procedure. However, if the Medical Director's decision to suspend or demote is grieved successfully by an employee, they shall still have their EMS service level reduced per the Medical Director but shall continue to receive the rescue pay they were receiving prior to being suspended/demoted by the Medical Director.

Section 8 – Rescue Service Positions Available

Rank and File employees shall be eligible to receive one (1) of the following Rescue Pays subject to the caps identified below:

Rescue Services Positions:

P1: Thirty (30)

P2: Unlimited

P3: Nine (9)

Supervisory employees shall be eligible to receive one (1) rescue pay, either P1 or P2. The Fire Battalion Chief of EMS is eligible to receive P3 rescue pay, in lieu of P1 or P2 rescue pay.

All Supervisory members currently receiving P3 rescue pay, shall be permitted to retain this rescue pay, provided they meet and maintain the minimum qualifications per Section 1 of this Article. Supervisory members shall have one (1) year from the date of ratification to become compliant.

Supervisory members will not be counted towards the identified position caps.

Article 36
Incentives and Committee Compensation

Section 1 – Educational Incentives

The City shall pay thirty-five dollars (\$35.00) bi-weekly to any employee holding any two (2) of the below five (5) certifications/courses of study:

- State of Florida Fire Officer I, II, III, or IV (only one (1) of the four (4) can be utilized)
- State of Florida Fire Instructor I, II, or III (only one (1) of the three (3) can be utilized)
- State of Florida Live Fire Instructor I or II (only one (1) of the two (2) can be utilized)
- National Fire Academy Incident Safety Officer Certificate or equivalent approved by the Fire Chief
- State of Florida Smoke Diver or State of Florida Rapid Intervention and Survival or equivalent approved by the Fire Chief

Section 2 – Higher Education

The City shall advance the respective compensation from the State of Florida 175 monies to employees holding degrees (or as designated by Florida Statute) at the end of each month as follows (only one (1) of the below two (2) can be utilized):

- Two (2) Year Associate \$ 50.00
- Four (4) Year Bachelor \$ 110.00

Section 3 – Incentive Buy-Out

Any employee who, as of January 1, 2001, has the incentives they are currently being compensated for (not counting State of Florida Emergency Medical Technician or State of Florida Paramedic) reduced by two (2) or more, shall receive three percent (3%) of their regular rate of pay, under the Career Advancement & Performance Enhancement (C.A.P.E.) System (hourly rate as represented on each paycheck multiplied times the amount of hours credited for that pay period) as a separate line item (add-pay) on each paycheck.

The above-noted add-pay shall continue until each employee severs his/her employment with the City of Cape Coral or is promoted to the rank of Fire Battalion Chief.

Section 4 – Departmental Committees

Employees who are certified in writing, by the Fire Chief, to be on a departmental committee shall be paid in accordance with Article 11 - Overtime.

Section 5 – Assignment Incentives

Employees selected for duties by the Fire Chief which require special knowledge, skills or abilities beyond the required duties of a position shall receive an assignment incentive of thirty-five dollars (\$35.00) biweekly.

Article 37
Teams and Specialties

All attributes for the CCFD's teams and specialties currently in effect shall be outlined within CCFD's Governing Documents. Upon ratification of this agreement employees collecting both are permitted to retain these specialties, provided they meet the current responsibilities and minimum qualifications.

Supervisory employees are permitted to retain any specialty held upon ratification of this agreement or held at the time of their promotion to the Supervisory unit, provided they meet the current responsibilities and minimum qualifications.

Employees who are mandated to attend off duty that is specifically designed for members to maintain or improve the level response of the below noted certifications shall be paid in accordance with Article 11-overtime.

Notwithstanding anything in this Article, the Fire Chief or his/her designee may establish new teams and/or specialty groups and shall maintain policies regarding such team or group including, but not limited to minimum qualifications and quantity.

Section 1 – Hazardous Materials Technician (HMT)

The City agrees to pay a minimum of sixty (60) Rank and File employees assigned to shift, one hundred twenty-five (\$125.00) dollars biweekly who meet the qualifications of Hazardous Materials Technician outlined in the governing policy. Any additional employees above the minimums established in this section are at the discretion of the Fire Chief.

Section 2 – Public Safety Diver Technician (PSDT)

The City to pay a minimum of seventy-five (75) Rank and File employees assigned to shift one hundred (\$100.00) dollars biweekly who meet the qualifications of Public Safety Diver Technician outlined in the governing policy. Any additional employees above the minimums established in this section are at the discretion of the Fire Chief.

Section 3 – Public Safety Boat Operator (PSBO)

The City agrees to pay a minimum of seventy-five (75) Rank and File employees assigned to shift fifty dollars (\$50.00) biweekly, provided they meet the qualifications of Public Safety Boat Operator as outlined in the governing policy. Any additional employees above the minimum established in this section shall be at the discretion of the Fire Chief.

Section 4 – Field Training Officer (FTO)

Bargaining unit members who are certified as FTOs by the Fire Chief or designee shall receive one hundred (\$150.00) bi-weekly while serving in that capacity. There shall be a minimum of two (2) FTOs for Fire Operations, one (1) for PSBO, one (1) for PSDT, and one (1) for HMT per shift. FTO Duties and responsibility shall be outlined in departmental governing documents. Any additional Field Training Officers shall be at the discretion of the Fire Chief.

Section 5 – Honor Guard

Bargaining unit members who are certified, in writing, as members of the Honor Guard by the Fire Chief or designee shall be compensated in accordance with Article 11 - Overtime, if off-duty while performing their honor guard duties. The City, regarding any performance or performance-related actions, shall cover members as if they are on-duty. All costs, approved by the Fire Chief or designee, associated with the Honor Guard and the performance of its duties shall be borne by the City.

Section 6 – Other Specialty Teams

Bargaining unit members who are certified, in writing, by the Fire Chief to participate as a member of other specialty teams shall be compensated in accordance with Article 11 – Overtime, if off-duty while performing such approved duties. The City, regarding any performance or performance-related actions, shall cover members as if they are on-duty. All costs, approved by the Fire Chief or designee, associated with the said specialty teams and the performance of such duties shall be borne by the City. Bi-weekly compensation for said teams shall be no less than the PSDT incentive and no more than the HMT incentive.

Article 38
Duration

Upon ratification by the Union and the City of Cape Coral Council, this Agreement shall continue in full force and effect through September 30, 2027.

Section 1 – Duration of Agreement

This Agreement shall automatically be renewed from year to year thereafter unless any party shall have notified the other party, in writing, at least one hundred and twenty (120) days prior to the expiration of the contract on articles that it wishes to modify or add to the agreement.

Section 2 – Savings Clause

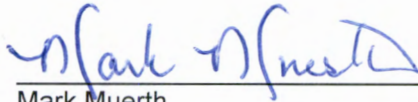
If any article, section or provision of this agreement is held invalid by a court of competent jurisdiction or is rendered invalid by subsequent State or Federal legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs,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

In Witness Whereof

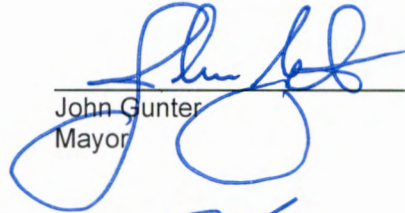
The parties hereto have caused their names to be subscribed hereto by their duly authorized officers or representatives this 22nd day of July, 2025.

Cape Coral Professional
Fire Fighters, Local 2424
of the I.A.F.F. representing
Supervisory and Rank & File

City of Cape Coral
(Florida)



Mark Muerth
President, IAFF Local 2424



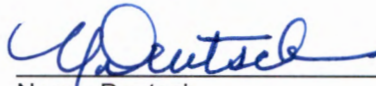
John Gunter
Mayor



Dave Arnold
Vice President, IAFF Local 2424

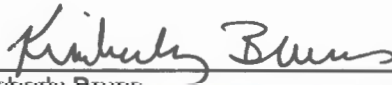


Michael Ilcozysyn
City Manager



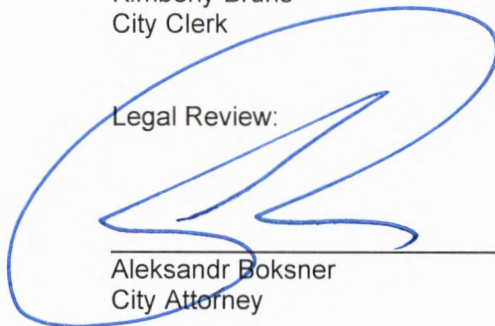
Nandy Deutsch
Human Resources Director

Attest:



Kimberly Bruns
City Clerk

Legal Review:



Aleksandr Boksner
City Attorney

MLC



Appendix A

AUTHORIZATION FOR DEDUCTION OF UNION DUES

Cape Coral Professional Fire Fighters Local 2424

I hereby instruct the Union to forward this form to the City so that the City will begin deducting bi-weekly Union dues from my wages. The Union shall forward this form to the City no later than seven (7) calendar days after the Union receives it from me. The City shall have until the first (1st) pay period ending after the receipt of this form to have begun deducting said dues. The City shall transmit this amount monthly to the Treasurer of the Union.

Print Name (Last, First, Middle Initial)

Last four of Social Security Number

Employee Signature

Date

Date Received By Union

Date Mailed/Delivered By Union



Appendix B

AUTHORIZATION FOR THE CEASING OF DEDUCTION OF UNION DUES

**Cape Coral Professional Fire Fighters
Local 2424**

I hereby instruct the Union to forward this form to the City so that the City will cease deducting bi-weekly Union dues from my wages. The Union shall forward this form to the City no later than seven (7) calendar days after the Union receives it from me. The City shall have until the first (1st) pay period ending after the receipt of this form to have ceased the dues deduction.

Print Name (Last, First, Middle Initial)

Last four of Social Security Number

Employee Signature

Date

Date Received By Union

Date Mailed/Delivered By Union

Please attach supporting documentation or additional pages as needed.



WRITTEN GRIEVANCE FORM:
STEP II

Presented to Union Grievance Committee.

(Within ten [10] calendar days of the decision rendered at Step I, except for Class Action Grievances.)

Grievant (Employee): _____ Date: _____
(Signature)

Received by Union Representative: _____ Date: _____
(Signature)

Decision of Grievance Committee: Accepted Rejected
(Circle One)

Union Representative: _____ Date: _____
(Signature)

Step III

Presented by Union Grievance Committee to Fire Chief.

(Within ten [10] calendar days of the date the grievance is presented to the Union Grievance Committee if an individual grievance or within then [10] calendar days of when the Union becomes aware of such event in the case of a Class Action grievance.)

Union Representative: _____ Date: _____
(Signature)

Fire Chief or designee's disposition of grievance: _____

(Within ten [10] calendar days from the date the grievance is presented to Fire Chief.)

Fire Chief and/or designee: _____ Date: _____
(Signature)



WRITTEN GRIEVANCE FORM:
STEP IV

Presented by Union Grievance Committee to City Manager.

(Within ten [10] calendar days of the decision rendered by the Fire Chief/designee at Step II.)

Union Representative: _____ Date: _____
(Signature)

City Manager or designee's disposition of grievance: _____

(Within ten [10] calendar days from the date the grievance is presented to the City Manager.)

City Manager and/or designee: _____ Date: _____
(Signature)

FINAL STEP

Notice of Intent to Arbitrate to Human Resources Department.

(Within ten [10] calendar days of the decision rendered at Step III by the City Manager and/or designee.)

Union Representative: _____ Date: _____

APPENDIX D



VOLUNTARY REHABILITATION AGREEMENT

VOLUNTARY REHABILITATION AGREEMENT

This Agreement, made and entered into this _____ day of _____
(Day) (Month) (Year)

Between _____ (hereinafter "EMPLOYEE")
(Employee Name)
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.

Employee Signature

Date



APPENDIX E

LAST CHANCE AGREEMENT

LAST CHANCE AGREEMENT

WHEREAS _____ has been employed with
(Employee Name)

the City of Cape Coral since _____ ; and
(Date Employment Began)

WHEREAS _____ was required to submit to
(Employee Name)
a random drug test in accordance with this article; and

WHEREAS _____ drug test was positive for the
's
(Employee Name)
presence of _____ ; and
(Type of Drug/Alcohol)

WHEREAS, the CITY instituted disciplinary action against _____
(Employee Name)
as a result of the positive drug test; and

WHEREAS, in instances where an employee's random 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 this mutual covenants and promises contained herein,

the City of Cape Coral (hereinafter "CITY") and _____
(Employee Name)
(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 violations 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 they 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. The Human

Resources 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, 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/Risk Manager 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.

4. EMPLOYEE understands that, if they are authorized to return to duty by the CITY's Substance Abuse Professional, they will be subject to no more than four (4) unannounced drug tests (for illegal drugs) for a one (1) year period, beginning after the EMPLOYEE signs the release mentioned above, with no more than one (1) unannounced drug test (for illegal drugs) per quarter. 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, after rehabilitation in accordance with this article, shall result in termination of EMPLOYEE.
 5. Upon completion of the twelve (12) month period, EMPLOYEE understands that they will still be subject to the terms of this article, with respect to the normal random testing process, and any subsequent positive drug or alcohol test will result in termination of EMPLOYEE.
 6. EMPLOYEE hereby waives their 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, provided that the CITY follows the procedures as outlines in this Last Chance Agreement.
 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 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 _____ , _____
(Day) (Month) (Year)

EMPLOYEE

FIRE CHIEF

CITY ATTORNEY's OFFICE

HR DIRECTOR / DESIGNEE

WITNESS



Appendix F



TEMPORARY ASSIGNMENT FOR SPECIAL PROJECT FORM

Temporary Assignment: _____

Duration of Temporary Assignment: _____

Criteria for Selection Process: _____

MUTUALLY AGREED TO BY:

(Fire Chief) (Date) (Union President)