



COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE CITY OF FORT MYERS
AND THE
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
LOCAL UNION 2301
EFFECTIVE
OCTOBER 1, 2019 through SEPTEMBER 30, 2021

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ARTICLE 1
PREAMBLE

- 1.1 In accordance with Chapter 447 of Florida Statutes, this agreement is entered into by and between the City of Fort Myers, Florida, hereinafter referred to as the “City” and the International Union of Painters and Allied Trades, AFL-CIO, District Council 78, Local Union 2301, hereinafter referred to as the “Union.”

- 1.2 The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the City and its employees, both individually as well as collectively through the Union; to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement; and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

- 1.3 This Agreement is intended to promote the best interest of the public, employer, and employees by providing in the most efficient manner, the highest level of public service to the citizens of the community.

ARTICLE 2
RECOGNITION

- 2.1 The City recognizes the International Union of Painters and Allied Trades, AFL-CIO, District Council 78, Local Union 2301 as the exclusive bargaining unit for the full-time and part-time job classifications certified by the Public Employee's Relations Commission Certificate Number 614 with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.
- 2.2 The Union recognizes that the City Manager or designee is the collective bargaining representative for all the departments of the City employing members of the bargaining unit. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager or designee.

ARTICLE 3
PAYROLL DEDUCTION OF DUES

- 3.1 The City agrees to deduct dues twice each month in accordance with paydays in the amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request, in writing, that such deductions be made. These deductions shall be remitted each month by the City to the Treasurer of the local Union via transfer and the local union shall pay any transfer fees.
- 3.2 Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the Union as set forth in FSS 447.303.
- 3.3 The Union agrees to pay the reasonable expense of the City in defending against any such suits. Union agrees to indemnify the City, and hold it harmless, from any and all suits or actions and against any liability, real or asserted of any kind or nature whatsoever, to any person or party, on account of the City's compliance or efforts to comply with this Article.
- 3.4 The City provides, at no charge to the employee, a direct deposit program to any financial institution that is a member of NACHA (National Automated Clearing House Association). Direct deposits may be made to the employee's checking and/or savings accounts. Employees are required to instruct the payroll department prior to closing bank accounts, or changing bank accounts. Failure to do so may result in bank fees the City incurs to stop payment and reissue checks. It shall be the responsibility of the employee to reimburse the City for said fees. An employee may be paid by direct deposit using a personal pay card.

Only employees hired prior to November 1, 2016 have the option of participating in direct deposit or receiving a paycheck. Payment by direct deposit or personal pay card will be a condition of employment for all employees hired after November 1, 2016.

ARTICLE 4
NON-DISCRIMINATION

- 4.1 The Union will not discriminate with regard to representation of its members, or with regard to terms and conditions of membership because of race, color, age, religion, gender, national origin, disability, marital or military status, political affiliation, or any other classification protected by law.
- 4.2 The City and the Union agree that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, age, gender, sexual orientation, national origin, disability or marital or military status, political affiliation, or any other classification protected by law.
- 4.3 The employer agrees not to illegally discriminate against any employee for legitimate activity in behalf of, or membership in the Union. The employer and the Union agree that there shall be no illegal discrimination against any employee because of race, religion, color, disability, age, gender, national origin, marital or military status, political affiliation, or any other classification protected by law. Eligible City employees shall have the right to join the Union. There shall be no discrimination or intimidation against any employee because of his membership in the Union or by virtue of his holding office in the Union.
- 4.4 The City shall not discriminate against any employee engaging in any lawful activity off the premises of the City during non-working hours.

ARTICLE 5
TIME BANK
IUPAT BUSINESS

- 5.1 The City agrees that members of the Union shall be given reasonable time off from their regularly scheduled day, at their base rate of pay to meet with the City to conduct negotiations, grievance hearings, ULP (unfair labor practice) hearings, impasse and/or mediation hearings. The approved time off from their regularly scheduled day to handle Union business shall count towards hours worked in the employee's basic workweek for the purposes of overtime computation. The members of the negotiation team shall be comprised of dues paying Union members consisting of City of Fort Myers employees and other designated representatives. The negotiation team members who are employed by City of Fort Myers shall not exceed six (6).
- 5.2 The City agrees to allow the Union President and/or designee(s) reasonable time off to attend meetings with the City Manager, Mayor, or elected officials, and to attend City Council meetings and/or workshops during the employee's working hours.
- 5.3 The City agrees to allow Union Officers and Executive Board Members reasonable time to conduct grievance hearings pursuant to Article 19 of this Agreement.
- 5.4 The City agrees that the term "reasonable time off" shall be mutually determined by the City of Fort Myers Human Resources Director and the Union President.
- 5.5 Union representatives shall be allowed the time necessary to conduct Union business during regular working hours. The Union shall provide in writing to Human Resources the names of the members designated as Union representatives.
- 5.6 Upon implementation of the Kronos timekeeping system a time pool shall be created consisting of hours donated by Union dues paying members from their vacation leave bank. This time pool is meant to be utilized for purposes that require a member be away from work for a period of time for Union business. A report will be sent to the Chairperson of the Union every two weeks at the close of payroll for verification that the requested time pool hours to be used by a member are authorized by the Union. The time pool shall be allowed to accumulate from year to year. Donations to the time pool shall be mandatory for all Union dues paying members. Each member shall contribute no less than one (1) hour of annual vacation leave per year. Donations to the time pool

shall be from the “vacation leave bank”, and shall be considered part of a member’s use of the minimum hours of annual vacation leave. Donations shall be credited at the rate of pay of each donor for hours credited; use shall be charged at the rate of pay of each recipient for hours charged. Donations to the time pool shall be taken from the first bi-weekly payroll check to be received in January. Employees that have exhausted all vacation leave time when the donation is to be made shall have the one (1) hour donation taken out of their vacation leave bank when the next vacation leave accrual is credited to the employee. Use of Union Leave Bank will be on the basis of one hour donated equals one hour available for use. Written notice of any change in the number of annual vacation leave bank hours to be donated shall be provided to the City by Union’s President no later than December 1.

ARTICLE 6
WAGES

- 6.1 Wages paid during the life of the Agreement shall be paid in accordance with the salary schedule contained in Appendix "A."

The City shall maintain the fifteen (15) year step plan in accordance with the attached Exhibit One – FY 2020 and Exhibit Two – FY 2021. All pay ranges of the employees in the bargaining unit shall be included in the step plan. The minimum hourly pay rate for a pay grade shall be step one and every step thereafter shall be three (3) percent greater than the preceding step.

New Hire Placement in the Step Plan:

With approval of Human Resources, new employees may be given consideration for experience directly related to the job, allowing them to be placed in step 1 through step 4. The step placement will be based on internal equity. The hiring manager must provide a written memorandum to the department director justifying the higher step.

Pay Grade Step Plan for Fiscal Year 2020:

- (a) Effective October 1, 2019, the step plan shall be increased by four percent (4.0%) and shall be identified as Exhibit One – FY 2020.
- (b) Beginning October 1, 2019, all bargaining unit employees shall advance one step within their pay range, in the step plan identified as Exhibit One - FY 2020, on the anniversary date of their current continuous service hire date provided it does not exceed the maximum step in their pay range. The employee shall be eligible for this step advancement provided they achieved at least an overall "satisfactory" rating on their annual performance evaluation. The most current evaluation in the employee's personnel file shall be utilized. Employees who do not receive step advancement on their anniversary date because they are at the maximum step in their pay range, shall receive a one-time lump sum amount equal to three (3) percent of their base salary. The employee shall be eligible for this one-time lump sum payment provided they achieved at least an overall "satisfactory" rating on their annual performance evaluation.

Pay Grade Step Plan for Fiscal Year 2021:

- (a) Effective October 1, 2020, the step plan shall be increased by four percent (4.0%) and shall be identified as Exhibit Two – FY 2021.
- (b) Beginning October 1, 2020, all bargaining unit employees shall advance one step within their pay range, in the step plan identified as Exhibit Two - FY 2021, on the anniversary date of their current continuous service hire date provided it does not exceed the maximum step in their pay range. The employee shall be eligible for this step advancement provided they achieved at least an overall “satisfactory” rating on their annual performance evaluation. The most current evaluation in the employee’s personnel file shall be utilized. Employees who do not receive step advancement on their anniversary date because they are at the maximum step in their pay range, shall receive a one-time lump sum amount equal to three (3) percent of their base salary. The employee shall be eligible for this one-time lump sum payment provided they achieved at least an overall “satisfactory” rating on their annual performance evaluation.
- (c) Both parties agree that upon the expiration date of this Agreement, there shall be no further step advancement, lump sum payments or adjustments to base pay rates until a successor Agreement is reached.

6.2 Shift Differential:

Shift differential shall be considered an “add pay”.

- (a) Employees at the water and wastewater treatment plants who work the first shift; e.g. midnight to 8:00 a.m., shall be paid a shift differential of \$1.00 per hour for all hours worked on such shift.
- (b) Employees at the water and wastewater treatment plants who work the third shift; e.g. 4:00 p.m. to midnight, shall be paid a shift differential of \$0.75 per hour for all hours worked on such shift.
- (c) Community Service Aides who are assigned to work an afternoon shift, which is defined as a shift that begins between 11:00 am and 8:59 pm, shall be paid a shift differential of \$0.75 per hour for all hours worked on such shift.

- (d) Community Service Aides who are assigned to work a night shift, which is defined as a shift that begins between 9:00 pm and 3:59 am, shall be paid a shift differential of \$1.00 per hour for all hours worked on such shift.
- (e) Evidence/Property Technicians who are assigned to work an afternoon shift; e.g. 10:00 a.m. to 7:00 p.m., shall be paid a shift differential of \$0.75 per hour for all hours worked on such shift.
- (f) Telecommunication Operator I(s) who are assigned to work 12:00 pm to 12:00 am or 2:00 pm to 10:00 pm, shall be paid a shift differential of \$0.75 per hour.
- (g) Telecommunication Operator I(s) who are assigned to work 6:00 pm to 2:00 am, 6:00 pm to 6:00 am, or 10:00 pm to 6:00 am, shall be paid a shift differential of \$1.00 per hour.

6.3 Solid Waste Operators:

- (a) Solid Waste Operators who work the commercial accounts shall receive an additional \$0.75 per hour for hours worked. This differential shall not be included as pensionable wages.

6.4 The stated premiums in Article 6, Sections 6.2 and 6.3 shall not be included in any wage computation of pay that is not for actual hours worked.

6.5 Promotions:

An employee who is promoted shall receive a rate of pay increase equal to the same pay step in the pay grade to which the employee is promoted. Example: An employee who is in step six (6) of pay grade ten (10) has been promoted to pay grade eleven (11). The employee's new hourly rate will be step six (6) of pay grade eleven (11). In no event shall a promoted employee's regular rate be established at less than the minimum, nor more than the maximum step of the pay grade of the classification into which he/she is being promoted.

6.6 Demotions:

An employee who is voluntarily or involuntarily demoted shall receive a rate of pay decrease equal to the same pay step in the pay grade to which the employee is demoted. Example: An employee who is in step six (6) of pay grade eleven (11) has

been demoted to pay grade ten (10). The employee's new hourly rate will be step six (6) of pay grade ten (10).

6.7 Lateral Transfers:

Lateral transfers are when an employee transfers laterally from one department or division to another in the same classification as the employee's current classification, or the employee accepts a position in a different classification in the same pay grade as the employee's current classification. In either case, the employee will not receive a change in pay.

6.8 Additional Pays:

Additional pay listed in Section 6.8 of this Agreement shall not be included as part of base pay, but shall be considered pensionable wages unless noted otherwise. The applicable percent of increase shall be calculated on an hourly basis, annualized by the budgeted number of hours, and then divided by twenty-six (26) pay periods to equal a total biweekly premium.

- a) The City shall provide a three (3) percent increase to regular employees who successfully obtain additional licenses, certifications or accredited degrees that are not defined as a minimum requirement of the job, but will immediately benefit the organization. Documentation must be submitted to the Department Director explaining how the additional license, certification, or accredited degree will immediately benefit the organization. If approved by the Department Director, the request will be submitted to the City Manager for final approval. The employee shall be provided a copy of the submitted documentation marked "approved" and signed by both the Department Director and the City Manager. A copy will then be placed in the employee's personnel file for future reference.
- b) Building Inspectors within the Community Development Department who are assigned by the Building & Permitting Manager/Building Official to perform Plans Examiner functions shall be paid five (5) percent above his current base hourly rate of pay.
- c) Building Inspectors within the Community Development Department who receive prior written approval by the Building & Permitting Manager/Building Official to

obtain additional standard certifications (up to a maximum of six total additional certifications) shall be paid three (3) percent above his current base hourly rate of pay for each additional standard certification obtained.

- d) Fire Inspectors within the Fire Department who are assigned by the Fire Marshal to perform Plans Examiner functions shall be paid five (5) percent above his current base hourly rate of pay.
- e) Employees at the Water or Wastewater Plants in the position of Plant Operator C or Plant Operator B who are assigned by the Superintendent to perform the Shift Lead Operator functions shall be paid five (5) percent above his current base hourly rate of pay.
- f) Employees in the Sanitation Department who are assigned by the Manager/Supervisor to perform the Lead Driver functions shall be paid five (5) percent above his current base hourly rate of pay.
- g) Fleet Mechanics shall be compensated for ASE Certificates (Automotive Service Excellence Certificate) as follows:
 - (i) Fleet Mechanics shall be paid a \$100.00 bonus for each of the first three (3) ASE Certificates received. Upon receipt of the fourth (4th) ASE Certificate, the employee shall be promoted to a Senior Fleet Mechanic and their pay shall be adjusted according to Section 6.5 of this Article. The lump sum bonus shall not be considered pensionable wages.
 - (ii) Senior Fleet Mechanics desiring to obtain their Master Mechanic Certification in Automotive, Heavy Trucks or EVT (Emergency Vehicle Technician) shall receive a \$100.00 bonus for each ASE or EVT Certification. The lump sum bonus shall not be considered pensionable wages. Upon receipt of the Master Mechanic Certification, the employee shall be paid five (5) percent above his current base hourly rate of pay.

(iii) Recertification of ASE and EVT(s):

Employees are responsible for recertification of ASE and EVT Certifications every five (5) years, at which time they shall receive a \$100.00 for each ASE or EVT recertification. If the employee does not achieve the required recertification:

A Master Mechanic shall have the add pay amount of five (5) percent removed due to the loss of his Master Mechanic Certification.

A Senior Fleet Mechanic shall be demoted to a Fleet Mechanic and have his base hourly rate adjusted according to Section 6.6 of this Article should any of the four required ASE Certifications not be recertified as they would no longer meet the qualifications for Senior Fleet Mechanic.

- h) A Telecommunication Operator I who holds a state certification as a Communications Training Officer (CTO) shall receive a pay differential equal to five (5) percent of the employee's base hourly rate for actual hours spent training a recruit level Telecommunication Operator I, as assigned by the Department.

6.9 Temporary Out of Classification Assignment Pay:

Subject to the approval of the Department Director or his/her designee, employees who are temporarily assigned to work out of classification in a higher pay grade shall be paid a five percent (5%) or the minimum step of the classification, whichever is greater, for each working day these duties are performed. Such temporary pay shall be retroactive to the first day the employee was working out of classification. Working out of classification will not provide any automatic job rights to the position should it become vacant. Out of classification assignments for a position shall not exceed twelve (12) months. The applicable percent of increase shall be calculated on an hourly basis and shall be paid to the employee separate from base pay.

- 6.10 When an employee in a non-bargaining position is promoted into a bargaining unit position, the employee shall receive a five (5) percent increase to the current base pay, and then rounded to the nearest step in the pay grade, in the Step Plan.

- 6.11 An employee that is voluntarily or involuntarily demoted from a non-bargaining classification to a bargaining unit classification shall receive a rate of pay decrease of 5% then be slotted into their new paygrade and rounded down to the closest step.

ARTICLE 7
OVERTIME PAY

- 7.1 Whenever an employee is required to work in excess of forty (40) hours per week, all time worked in excess of forty (40) hours per work week shall be considered overtime and compensated at one and one-half (1-1/2) times the employee's regular rate of pay or be granted compensatory (comp) time in accordance with this Article. For purposes of overtime calculated, holiday pay shall count as "hours worked" in determining an employee's weekly total.
- 7.2 Comp time may be accrued for overtime hours in lieu of overtime pay upon mutual agreement between the employee and their immediate supervisor or the department director or designee. Employees are prohibited from accumulating comp time balances in excess of one hundred twenty (120) hours. Such employees who perform work and are not eligible for the accumulation of additional compensatory time shall be compensated by regular or overtime pay as the case may be. The use of comp time shall be requested in accordance with method of scheduling vacation leave and is subject to the discretion of the Department Director, or designee, and would be based on, but not limited to, such issues as staffing levels, necessity to cover the absence, etc.
- 7.3 Assignment of Overtime:

Scheduled Overtime

- a) All scheduled overtime work shall be offered in order of classification seniority to employees with the required skills and qualifications and who normally perform such work in that division. For divisions with a twenty-four (24) hour operation, seniority may be determined by division seniority. Each City Division shall post a record of the assignment of overtime opportunities. This record shall consist of a seniority list for an affected classification, and shall include when overtime was offered and whether the employee accepted, refused, was on duty, or could not be contacted (i.e. there was no answer or an answering machine). The most senior person will be at the top of the list. The least senior person will be at the bottom of the list. The most senior person will be asked to work the first opportunity for overtime. If the employee accepts the request then the employee will be paid for the number of hours worked in accordance with the provisions of this Article.

- b) If an employee is unavailable or requests to be skipped when it becomes his turn to work overtime, he/she shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence.
- c) Employees who do not desire to work scheduled overtime shall submit to their supervisor, in writing, a request with justification to be removed from the overtime roster. The supervisor and division superintendent will approve or deny the request in writing with justification to the employee.
- c) In the event no employee wishes to perform the scheduled overtime work, the City shall, in inverse order of the overtime list assign the necessary employees required to perform the work in question. In the event this situation occurs, employees that have requested to be removed from the overtime roster will be included in the inverse order process. The employees assigned must have the required skills and qualifications to perform the scheduled overtime work.

Emergency Overtime

- a) The City reserves the right to schedule emergency overtime. Emergency overtime is for such events, which involve health, or public safety issues (i.e. water/wastewater line break) where an employee is given less than 48 hours' notice that they must report for work on a scheduled day off or work in excess of their normal workday. Under emergency conditions, the number of persons called in and the specific individuals called to work overtime shall be at the discretion of the supervisor. However, the assignment of overtime will be made after due consideration to:
 - 1) Seniority and/or skills and qualifications necessary to perform the overtime work.
 - 2) Assigning the overtime in as equitable a manner as practicable.
 - 3) Avoiding, where possible, conflicts with off-duty plans and commitments already scheduled by employees.
 - 4) Personal emergencies.
- b) Where the members of a classification within a City Division are separated geographically, separate overtime lists shall be maintained.

Emergency/Disaster Pay

The intent of this section is to define compensation provisions for employees who work during a declared emergency. A declared emergency shall include, but is not limited to, acts of terrorism, riots, civil unrest, severe weather conditions, natural disasters or similar catastrophes, or any event which poses a threat or danger to public health, safety, or welfare as declared by the authorized City Official. A declared emergency may require the temporary closing of all or some of the departments and facilities of the City.

During such a closure, some essential non-exempt full-time and regular part-time employees will be required to work and will be compensated at the rate of time and one-half for all hours worked during a declared state of emergency, or hours beyond their normal work day.

Non-exempt full-time and regular part-time employees who are not requested to work during emergencies shall be compensated at straight time for their normal scheduled workday during the time of the declared emergency. Similar to paid leave, paid emergency leave shall not be counted as working hours for the purpose of determining overtime. Employees previously scheduled for paid or unpaid leave time during the declared disaster/emergency will remain on their leave schedule and will not receive paid emergency leave.

ARTICLE 8
CALL-BACK PAY

- 8.1 An off-duty non-exempt employee who is called back to work outside of his/her regularly scheduled shift shall receive two (2) hours at the rate of time and one-half (1-1/2) the employee's FLSA (Fair Labor Standards Act) straight time hourly rate of pay or whatever the actual time is spent working, whichever is greater. An employee who has been activated in call-back status is considered as being on-duty for the two-hour period or the total time in which it takes to complete the work assignment. If another call is received during this period, the employee is eligible to be paid only for the actual hours worked at the rate described above in this paragraph. For pay purposes, call-back time shall begin when the employee leaves home to report to the emergency call-back assignment based on reasonable commuting time as determined by the City, and ends when the employee returns home.

ARTICLE 9
STAND-BY PAY

- 9.1 In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Supervisor who requires an employee to be available for work on off-duty time, which may include nights, weekends and/or holidays.
- 9.2 The division/department will seek volunteers whenever possible, with equitable distribution of stand-by time within a work area, classification, shift, and consistent with skill and ability. In the event volunteers are not available, qualified employees shall be required to take the assignment in order to maintain effective, proper and excellent service to the community. Stand-by assignments shall be scheduled one week in advance whenever possible.
- 9.3 While an employee is on stand-by duty, it does not mean the employee has to stay at home; however, it does mean that the employee must be within a reasonable response distance to the City, and the employee must respond by phone immediately. In the event an employee who is on stand-by duty fails to respond to a call to work, he/she will be subject to disciplinary action and/or loss of the stand-by pay.

While assigned to be on stand-by duty, said employee shall not participate in any behavior that would preclude them from performing call-out work or operating a motor vehicle. In the event any employee who is on stand-by duty is found to be in violation, that employee shall forfeit stand-by pay, and shall be subject to disciplinary action, up to and including termination.

- 9.4 Employees assigned to stand-by duty shall be compensated as follows:
- a) Employees shall receive an additional \$20.00 per day for Monday through Friday and \$30.00 per day Saturdays, Sundays and holidays.
 - b) Employees scheduled for stand-by duty that report off sick for work during the course of their normal work schedule shall be removed from stand-by for each day they report off sick and shall not receive stand-by pay.
 - c) Employees on vacation shall not be allowed to be on stand-by duty.

- d) Stand-by pay is not considered as hours worked for the purpose of overtime pay eligibility.
- e) In the event the employee on stand-by duty is required to work after regular hours, that employee will be paid in accordance with Article 7, Overtime Pay.

ARTICLE 10
INDEMNIFICATION

- 10.1 The Employer will provide defense of employees from civil suits from tort liability incurred while acting in the scope of employment pursuant to Section 768.28, Florida Statutes and Employer Policy.
- 10.2 The Employer agrees to hold the employee harmless and protect said employee from only civil tort liabilities resulting from any act, event or omission of action in the scope of employment, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.
- 10.3 The Employer is not obligated to and does not hold harmless, indemnify, or defend any employee who in any way acts outside the course and scope of their employment.

ARTICLE 11
SICK LEAVE

- 11.1 40 HOUR WEEK. Sick leave with pay at straight time rate will be earned based on 3.69 hours per pay period for employees working forty (40) hours per week. Sick leave accrual shall be unlimited. A part-time regular employee who works at least twenty (20) hours per week, fifty-two (52) weeks per year, will accrue sick leave on a pro rata basis.
- 11.2 ELIGIBILITY. A new or rehired employee will be eligible to take sick leave for bonafide illness after ninety (90) days of employment have been completed.
- 11.3 UNUSED SICK LEAVE. Unused sick leave shall be paid at the ratio of one (1) day's pay for each three (3) accumulated days of sick leave upon retirement, either normal, early, or disability, entering the D.R.O.P Plan, or upon death after five (5) years of continuous employment. Employees entering the D.R.O.P. shall be permitted to retain up to a maximum of one hundred twenty (120) hours of accrued sick time. The amount of sick hours retained shall be deducted from the total accrued balance. The employee will then be paid one-third of the remaining unused sick leave. Sick time accrual will continue at the rate outlined in Section 11.1. These sick hours may be used any time during the D.R.O.P. period, for the purposes outlined in Section 11.4 of this Article and shall have no monetary value when the employee exits the D.R.O.P. Plan. Retirement is defined as any employee immediately entitled to benefits under the pension plan.
- 11.4 USE OF SICK LEAVE.
- A. Employee's illness or injury.
 - B. As emergency leave in the event of injury or illness in an employee's family (living in household).
 - C. Medical appointments and testing, scheduled and/or emergency. Unless emergency appointment, all other appointments or testing should accommodate business needs of the operation.
 - D. Qualifying events under the Family and Medical Leave Act.
- 11.5 An employee incapacitated and unable to work shall notify their immediate supervisor before the scheduled reporting time as designated by the department, with the expected period of absence. Reporting procedure for employees shall be determined by the

written operational procedures and written directive of the department concerned. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department Head. Failure to follow this reporting system and/or procedure shall result in the employee's being docked one day's pay and further disciplinary action may be taken if repeated failure to comply with this section continues.

- 11.6 Whenever in the judgment of the Department Head and Director of Human Resources the use of sick leave gives the appearance of abuse, such as bridging, or when an employee consistently uses sick leave, the employee requesting such sick leave shall be required to furnish competent medical proof for such absence to the designated Privacy Officer (Human Resources), prior to sick leave pay being approved. Such competent medical proof shall include an appropriate healthcare provider's statement attesting to his inability to perform work on the day(s) of absence.

11.7 Sick Leave Conversions:

Employees with a minimum of one (1) year of continuous employment and who are not on probation may convert sick leave to vacation under the following conditions:

Forty (40) hours sick leave to forty (40) hours vacation provided that no more than two (2) days (regularly scheduled number of work hours per day) of sick leave was used during the preceding twenty-six (26) pay periods from the last closed pay period from the date of request.

Eighty (80) hours sick leave to (40) hours vacation if no more than five (5) days (regularly scheduled number of work hours per day) of sick leave was used during the preceding twenty-six (26) pay periods from the last closed pay period from the date of request.

Time converted under this section must be taken in a forty (40) hour block.

Employees may elect this conversion once every twelve (12) months beginning with the last request date for sick leave conversion and only for one forty (40) hour block. All requests for leave shall be approved by the appropriate Department Head and are subject to the staffing requirements of the Public Employer.

Sick leave not converted shall remain in the employee's sick leave bank.

ARTICLE 12
RETIREMENT

- 12.1 The City and the Union agree that the retirement benefits and contributions of bargaining unit employees shall be as provided in the contributory retirement plan known as the “City of Fort Myers General Employees’ Pension Plan” except as otherwise provided below. Changes to Pension Plan benefits and employee contributions shall be negotiated, except as required by mandatory Federal and/or State law.
- 12.2 The Fort Myers City Employees Union shall have up to two (2) representatives known as “trustees” on the City of Fort Myers General Employees’ Pension Plan Board.
- 12.3 Effective the first full pay period in October 2019, the member contribution to the City of Fort Myers General Employees’ Pension Plan shall be increased by 0.80% for year three of this Agreement.

ARTICLE 13
HOLIDAYS

13.1 The following holidays are declared paid holidays for eligible employees:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Employee Birthday	

The City Manager may, at his/her discretion, designate up to two (2) additional City holidays during the year.

When a declared holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official declared holiday for that year. When a declared holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

13.2 Regular full-time employees are eligible to receive the holiday pay benefit at their regular rate of pay for their regularly scheduled number of work hours for each paid holiday.

Regular part-time employees are eligible to receive holiday pay only for holidays on which they would normally be scheduled to work, and at their regular rate of pay for their regularly scheduled number of hours.

13.3 To receive holiday pay, eligible employees must be at work or taking an approved absence on the workday immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, the Department Head may require written verification of the reason for the absence before approving the holiday pay.

Employees on unpaid leave of absence shall not be entitled to holiday pay for holidays that fall during the pay periods coded entirely to unpaid leave.

- 13.4 To be eligible for birthday holiday an employee must have been employed for at least one (1) year of continuous employment. This time off must be scheduled with the approval of the department head or designee and cannot be taken in a partial manner, and must be taken on or within twenty (20) business days after the birthday. This benefit is intended for on-going active duty employees and is not compensable upon termination of employment.
- 13.5 Any employee working on the following holidays listed below, regardless of when the City observes the holiday, shall be paid premium pay at time and one-half for any hours actually worked:

Thanksgiving Day, fourth Thursday in November
Friday after Thanksgiving Day, fourth Friday in November
Christmas Day, December 25th
New Year's Day, January 1st

ARTICLE 14
UNIFORM AND TOOL ALLOWANCES

- 14.1 All uniforms, protective clothing, or protective devices required by management for employees in the performance of their duties shall be furnished, without cost to the employees, by the City. All uniforms shall be replaced by the City in case of damage while performing assigned duties except in the case of employee negligence. The City shall be responsible for cleaning uniforms if a rental uniform is provided through an outside service. The City shall be responsible for the cost of maintaining protective devices.
- 14.2 Employees covered under this Agreement, on payroll in the Police Department, and receiving the existing Uniform Allowance of \$24.00 biweekly, shall continue to receive said allowance while employed in an eligible position in the Police Department. As of the ratification date of this Agreement by the City Council, the \$24.00 biweekly Uniform Allowance shall no longer be afforded to any employee other than those currently receiving the allowance.
- 14.3 All bargaining unit employees whose positions require that they wear safety shoes/boots shall receive \$150.00 annually for the sole purpose of purchasing a safety shoe/boot. All required safety shoes/boots shall meet or exceed the standards set forth in the City of Fort Myers' safety manual. The allowance shall be paid mid-November each year. All eligible new hires shall be entitled to the safety shoe/boot allowance after successfully completing their six-month probationary period.
- 14.4 A bi-weekly tool allowance of \$25.00 will be provided to all regular, full-time Fleet Mechanics, Senior Fleet Mechanics, and Senior Tradesworkers at the Fort Myers Golf Course and Eastwood Golf Course after successfully completing their six-month probationary period.

ARTICLE 15
HOURS OF WORK

- 15.1 The basic work period shall be a seven (7) calendar day work cycle of forty (40) hours. The workweek shall begin at 12:00 a.m. on Thursday and ending at 11:59 p.m. on the following Wednesday.
- 15.2 Management shall notify the Union of any schedule changes prior to implementation of such changes. The City and Union recognize the Union's right to bargain the impact of such changes.
- 15.3 Employees shall receive a fifteen (15) minute paid break period during each half of the work day. These break periods shall be granted as close as possible to two (2) hours after an employee's scheduled starting time and two (2) hours prior to an employee's scheduled quitting time.
- 15.4 Employees may receive up to a sixty (60) minute meal period per day scheduled as close as possible to four (4) hours after an employee's scheduled starting time.
- 15.5 Full-time employees who wish to "flex" their work schedule may do so by mutual agreement with their immediate supervisor or the Department Director or designee.

ARTICLE 16
VACANCIES/PROMOTIONS

- 16.1 When a vacancy is to be filled it shall be filled by the best qualified person for that position. The determination of best qualified shall be made by management.
- (a) Eligible employees shall be provided first opportunity for promotional consideration. When it is determined that same qualifications exist between these employees, selection shall be determined first by Division Seniority (Article 39, Section 39.3), then Departmental Seniority (Article 39, Section 39.2), and then City Seniority (Article 39, Section 39.1).
- (b) In the event a qualified City employee and a qualified non-City employee are competing for the same position and the ability to perform the job is substantially equal, the City employee shall be given preference.

**ARTICLE 17
LAYOFF AND RECALL**

17.1 The Department Director or his designee shall determine the classifications and numbers of employees to be laid off within his/her department.

17.2 When the lay-off occurs, employees on initial probation shall be laid off first, then temporary or part-time employees and then regular full time employees, in the inverse order of their City Seniority, at the time of the lay-off and in accordance with Article 39 of this Agreement. If two or more employees have the same amount of City Seniority, the City shall use Department Seniority. If two or more employees have the same Department Seniority, the City shall use Division Seniority. If two or more employees have the same Division Seniority, the City shall use Classification Seniority. In the event two or more employees have the same Classification Seniority, affirmative action goals and requirements if applicable, quality of performance and disciplinary records will be utilized to break such ties.

An employee entitled to veteran's preference shall have five (5) days added to his continuous years of service for each full year of employment with the City.

17.3 Classification shall be defined as job title.

17.4 Employees who are identified for layoff will be given written notice of layoff at least thirty (30) calendar days prior to the date of layoff, or the City shall provide one month of pay (annual salary divided by 12 months) in lieu of notice.

17.5 Recall:

No new employees shall be hired in affected classifications until all employees in those classifications on lay-off have been offered an opportunity to return to work.

Employees on initial probation shall have no recall rights. Regular full time employees on layoff status will retain recall rights eighteen (18) months from the effective date of layoff.

Recall will be made by certified mail to the last address in the employee's records. Within five (5) business days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Human Resources Director. Failure to respond to the notice shall constitute a resignation by the employee. Recall will be

offered to laid off employees when a position becomes available in the same classification from which the employee was laid off, provided they are qualified to perform the duties of the job. When employees are recalled from lay-off, the employee with the greatest City Seniority in that classification shall be recalled first in accordance with Article 39, Section 39.1 of this Agreement.

If an employee declines an offer of recall to a position in the same classification from which the employee was laid off, the employee will forfeit their recall rights.

A laid off employee who is recalled into a position in the same classification from which the employee was laid off, within eighteen (18) months from the effective date of layoff shall:

- (a) Be credited with his remaining sick leave balance accrued but not paid at the time of layoff;
- (b) Accrue vacation leave at the same accrual rate the employee was accruing at the time of layoff;
- (c) Receive the same rate of pay he was receiving at the time of layoff, unless a contractual pay increase or decrease was implemented during the period in which the employee was laid off. The rate of pay shall be adjusted accordingly; and
- (d) Not be required to serve a probationary period in that position provided they were not in a probationary status at the time of the layoff. The employee shall continue in the probationary status until ~~such time as~~ they successfully complete the probationary period in accordance with Article 38.

17.6 Rehire:

An employee who is laid off and subsequently rehired into a classification other than the one from which he was laid off, or who is rehired after the expiration of eighteen (18) months from the effective date of layoff, shall be hired at a salary commensurate with the hiring practices of the City at the time of hire and shall serve a probationary period as defined in Article 38 of this Agreement. The rehired employee shall not be credited for any accrued sick leave balances prior to the layoff; and vacation leave will begin accruing at the minimal accrual rate. If the rehired employee returns to the workforce

within twelve (12) months from the effective date of layoff, he will accrue at the rate prior to layoff pursuant to the City of Fort Myers Policies and Procedures Manual.

- 17.7 Should the City decide to privatize any aspect of its operations, a minimum of ninety (90) days' notice shall be provided to the Union. Employees affected by the privatization shall be afforded all rights contained in this Article. The City shall make every effort to reassign all employees affected by the privatization. No new employees shall be hired into the affected City department until it has been determined that all affected employees that can and wish to be reassigned, have been reassigned.

ARTICLE 18
VACATIONS

18.1 Employees with at least six (6) months continuous service shall be allowed annual leave (vacation leave) with pay. Annual leave will be accumulated monthly from the first day of employment according to the following schedule:

0 years through 2 completed years-----	80 hours
start of 3rd year through 4 completed years-----	100 hours
start of 5th year through 9 completed years-----	130 hours
start of 10th year through 19 completed years-----	170 hours
start of 20th year and over-----	180 hours

18.2 An employee who is separated from employment after a minimum of six (6) months of continuous service shall be compensated for all accrued vacation time at his base hourly rate of pay. Employees entering the DROP shall be permitted to retain all accrued vacation hours in their bank, OR, elect to be paid all or part of accrued vacation hours upon entering the DROP.

18.3 Permitted vacation carryover as of the employee's anniversary date shall be no greater than one year of the employee's annual accrual rate. Any exception to this process must be reviewed and approved by the appropriate Department Head.

18.4 For the fiscal year 2012/13 the City increased the amount of permitted vacation leave carryover by ninety-six (96) hours, and fiscal year 2013/14, the City increased the amount of permitted vacation leave carryover by an additional forty (40) hours due to the furlough leave program. To comply with section 18.3 of this Agreement, the City will be reducing the allowed vacation carryover in increments over the duration of this Agreement.

During this contract, the City shall reduce the amount of permitted vacation leave carryover by forty (40) hours on September 30, 2020.

18.5 All City divisions shall offer an opportunity for all employees within the division to apply for up to eighty (80) hours of vacation leave beginning on December 1st and closing on December 31st of each calendar year. Applications for vacation leave shall be distributed no later than December 1st of each calendar year. This open application period shall be used to apply for vacation leave for the months of January through December of the

following year. In the event that two or more employees request the same time period, seniority, in accordance with the provisions of Article 39 of this Agreement, shall be used to determine who receives the requested time off.

- 18.6 Employees who request vacation leave after the open application period in December in each calendar year shall receive approval based upon availability and on a first come, first serve basis. Should two or more employees apply for the same time period on the same date, seniority shall apply, in accordance with the provisions of Article 39 of this Agreement.
- 18.7 In so far as operationally feasible, vacation requests shall not be unreasonably denied.
- 18.8 Vacation time cannot be used in lieu of resignation notice.

**ARTICLE 19
GRIEVANCE PROCEDURE**

- 19.1 A grievance is defined as a dispute raised by an employee, or group of employees or the Union involving wages, hours, and/or terms and conditions of employment and/or the meaning, interpretation and application of the express terms as outlined in this agreement.
- 19.2 Union Officers shall be authorized to represent the Union for grievance matters.
- 19.3 Union Officers shall have the ability to interview any employee necessary to gather relevant information upon notification of a possible grievance or a grievance filed in accordance with the provisions of this Article.
- 19.4 An employee covered by this agreement shall present his/her grievance within ten (10) business days of the date on which the employee or the Union first learned of its cause in the following manner:

Step 1

The aggrieved employee shall reduce his/her grievance to writing on a standard form and present the written grievance to his/her immediate supervisor within 10 business days of the event causing the grievance or within 10 business days of when the aggrieved employee becomes aware of such event. The grievance must be specific, identifying the incident event and details and not just quoting the article of the contract.

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

Written grievances, which do not include the above information, will be returned to the aggrieved employee for corrections and resubmission. The employee shall make all necessary revisions and re-file the grievance within five (5) business days after receiving it back from the City.

Within five (5) business days after receiving the original written grievance or the resubmitted grievance, whichever is applicable, the supervisor shall meet with the aggrieved employee and/or the Union representative to seek a resolution of

the grievance. The supervisor shall provide a written decision or answer to the employee and/or Union representative no later than five (5) business days after that meeting.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the aggrieved employee shall present the written grievance to Union's Grievance Committee within 10 business 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 and/or without merit, no further action shall be taken by Union.

Step 3

If the Union's Grievance Committee determines that the grievance is valid and has merit, Union shall present the written grievance to the aggrieved employee's Department Head within 10 business days of the receipt of the written grievance by Union's Grievance Committee.

"Class Action" grievances by Union shall be filed at this Step within 10 business days of the event causing the grievance or within 10 business days of when Union becomes aware of such event.

Within five (5) business days after receiving the grievance, whichever is applicable, the Department Head shall meet with the aggrieved employee and/or the Union representative to seek a resolution of the grievance. The Department Head shall give a written decision or answer to the employee and/or Union representative no later than five (5) business days after that meeting.

Step 4

If the grievance is not satisfactorily resolved at Step 3, the written grievance shall be presented by the Union to the City's Director of Human Resources within 10 business days of the decision rendered at Step 3.

Within five (5) business days after receiving the grievance, whichever is applicable, the Director of Human Resources shall meet with the aggrieved

employee and/or the Union representative to seek a resolution of the grievance. The Human Resources Director shall give a written decision or answer to the employee and/or Union representative no later than five (5) business days after that meeting.

Step 5

Should the Union not agree with the decision at Step 4, the Union shall present the written grievance to the Director of Human Resources and request mediation within 10 business days of the decision rendered at Step 4. Upon receipt of the Union's request for mediation, the Director of Human Resources shall, within 10 business days, notify the Federal Mediation and Conciliation Service, Region 3A of the United States Government for immediate Grievance Mediation Program.

Arbitration

If the grievance is not satisfactorily resolved through the mediation process in Step 5, Union may give notice of intent to arbitrate within 10 business days of the decision rendered at Step 5. The notice must be served upon City's Director of Human Resources and concurrently filed with the Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators.

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

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

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

The costs for the services of the arbitrator shall be shared equally by both parties. The prevailing party shall be paid for reasonable attorney's fees and costs including expert witness fees. The arbitrator shall have the authority to determine the reasonableness of any attorney's fees and expert witness fees claimed. A party desiring a transcript of the arbitration hearing shall be responsible for the costs of such transcript.

19.5 General Provisions:

- a) The time limits provided in this Article shall be strictly observed, unless extended by written Agreement by both parties. Failure of the Grievant or Union, whichever is appropriate, to proceed with the grievance within the times provided herein, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the Grievant or Union, whichever is appropriate, to proceed to the next step in the grievance procedure.
- b) The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed.
- c) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Grievant or Union, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.

- d) The Union will be required to represent only those employees who are members of the Union.
- e) The commencing of legal proceedings against the City in a Court of Law or equity, or before the Public Employee Relations Commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this Agreement shall be deemed an election of remedy and shall be deemed a waiver by said employee or the Union of his rights to resort to the grievance and arbitration procedure contained in this Agreement. In the event the union should process an unfair labor practice charge to an administrative proceeding, it does not bar a covered employee from processing an individual grievance on a matter pertaining to the unfair labor practice charge.
- f) A grievance may be withdrawn by the Union at any time and at any step of the procedure.

ARTICLE 20
MANAGEMENT RIGHTS

20.1 The Union recognizes the prerogative of the City to continue to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this official agreement are retained by the City. Management officials of the City retain the rights, in accordance with applicable rules and regulations, and provisions, but are not limited to the following:

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause shown.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the City.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- g. Organization of City government.
- h. The number of employees to be employed by the City.
- i. The number, types and grades of position or employees assigned to an organizational unit, department or project.
- j. Those managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance procedure or arbitration.
- k. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.
- l. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Fort Myers. Accordingly, the Union agrees that it will cooperate and support the City so that the services performed meet the above standards.

20.2 The City has the sole authority to determine the amount of budget to be adopted by the City Council.

20.3 If, it is determined that there exists a condition of civil emergency, including, but not limited to, riot, civil disorder, flood, hurricane or similar catastrophe, the authorized City official, after reasonable notification to the President of the Union, may declare the suspension of the provisions of this Agreement for the duration of the emergency, provided, however, the wage rates and fringe benefits shall not be suspended.

The rights reserved by the City in this Article will not be exercised arbitrarily or capriciously to evade the obligations of this Agreement.

ARTICLE 21
NO STRIKE PLEDGE

21.1 No employee covered by this Collective Bargaining Agreement may participate in any strike as defined by Florida Statutes Section 447.203(6) against the public employer by instigating or supporting a strike. Any violation of this section shall subject the violator to the penalties provided within Florida Statutes Section 447.505 and may result in disciplinary action up to and including termination.

ARTICLE 22

SAFETY

- 22.1 Departmental Management will make reasonable efforts to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, Management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Such recommendations shall be referred to the Safety Committee.
- 22.2 The City will provide safety equipment and devices for employees engaged in work where such special equipment and devices are required.
- 22.3 In the event an employee leaves the employment of the department they shall return all uniforms and equipment to the department. Failure to do so shall result in the employee's final paycheck being adjusted appropriately to pay for the uniforms and/or equipment not returned.
- 22.4 Employees whose job classification has been determined by the Safety Officer as having a likelihood of being exposed or employees who have been exposed, to a bio-hazardous environment shall, upon request of the employee, be inoculated for Hepatitis B at the City's expense.

ARTICLE 23
AMENDMENT AND SEVERABILITY

23.1 The City and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited rights and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The City and the Union agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed and therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject matter, whether referred to herein or not, except as otherwise specifically required in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

ARTICLE 24
DURATION OF AGREEMENT

- 24.1 This Agreement shall be effective October 1, 2019 and shall remain in full force and effect until September 30, 2021, or until a successor Agreement is ratified by both parties, whichever date is later.
- 24.2 During the course of this agreement, additional articles may be added and existing articles may be renegotiated if both parties agree, in writing, to participate in such negotiations.
- 24.3 Negotiations for a successor Agreement shall begin on a mutually agreed upon date between the City and the Union. The mutually agreed upon date shall be no later than February 28th, unless otherwise agreed upon by the parties.

ARTICLE 25
RATIFICATION PROCEDURE

- 25.1 Collective Bargaining Agreement shall become a tentative contract upon being signed by the City Representative and the Union Representative, and shall become a final contract upon ratification by a majority of the employees in the bargaining unit and approval of the Fort Myers City Council at its first regular meeting following ratification of the contract by the employees.
- 25.2 All Union members shall be given a reasonable amount of time, during the employee's regular working hours, to vote for Union Officers and for final contract ratification(s).

ARTICLE 26
INSURANCE

- 26.1 The City shall provide all eligible employees with coverage under the City's life insurance plan. The insurance plan in effect on October 1st shall be maintained without change through the following September 30th.
- 26.2 The City shall pay one hundred percent (100%) of the employee health insurance premium.
- 26.3 The City shall provide the employees with an option to receive a cafeteria benefit of \$100.00 biweekly for twenty-four (24) pay periods OR the City shall pay seventy percent (70%) of dependent health insurance premium.
- 26.4 Any employee selecting any other coverage (i.e. vision, short term disability, long term disability, additional term life, and dental coverage) shall be responsible for paying the premium.
- 26.5 The City shall offer continuing health insurance coverage for all retiring employees and their dependents at the employee's expense. For the purpose of insurance eligibility only, retiring is defined as an employee who elects to receive benefits from the City Pension Plan immediately following the date of separation from the City of Fort Myers.
- 26.6 The following provisions within the current City insurance program shall not be changed during the term of this agreement without negotiation with the Union:
- a) annual deductible, unless federally or statutorily mandated.
 - b) increase in premiums as a result of the re-bid of insurance.
- 26.7 The City shall establish an insurance advisory committee with two employees from the Union, as designated by the Union President and two employees from the City as designated by the Human Resources Director. This committee shall be established in the event the city makes a decision to rebid insurance. The purpose of the committee will be to provide suggestions to the City concerning benefits.

ARTICLE 27
LEAVE OF ABSENCE

- 27.1 Employees shall be placed on FML (Family and Medical Leave) in accordance with the FMLA (Family Medical Leave Act).
- 27.2 For non-FML (Family Medical Leave) employees may be granted leave pursuant to City Policy.
- 27.3 Use of paid and unpaid leaves of absence shall be in accordance with City policy.

ARTICLE 28
FUNERAL LEAVE

- 28.1 After completion of ninety (90) days of continuous employment, leaves with pay to attend the funeral of a member of the employee's immediate family or other family members living in the employee's immediate household will be granted up to five (5) days for any one bereavement. The employee shall, upon request furnish to the City such acceptable information as is necessary for the proper administration of this Article. For purposes of this leave, immediate family includes father, mother, (including step-parents), spouse, children, (including step-children), father-in-law, mother-in-law, siblings (including step-siblings and half-siblings), grandparents, (including step-grandparents) grandchildren, (including step-grandchildren), brother-in-law, sister-in-law, son or daughter-in-law of the employee or his spouse, or legal guardian.
- 28.2 It is understood that instances may arise where an employee may need to use funeral leave at a later date due to delayed funeral services/memorials. The employee shall provide acceptable information as is necessary for the proper administration of this Article at the time of loss of a family member (as provided for in section 28.1 of this Article) and shall inform his immediate supervisor of the dates he/she shall be absent from work as soon as they are known.

ARTICLE 29
MILITARY LEAVE

29.1 The City shall provide Military Leave benefits in accordance with Florida Statutes.

ARTICLE 30
JURY DUTY

30.1 Any employee covered by this Agreement who is called for jury duty during their normal working hours shall be paid their base rate of pay for the period of jury service. Any employee summoned for jury duty must notify their supervisor as soon as practicable following receipt of such summons. Any employee failing to make such notification will not be paid for the period of any absences on jury duty. In the event a summoned employee is excused from jury service during their normal working hours, they must report to their immediate supervisor to determine whether they will be required to work the remainder of the normal work schedule. Any money received, except for travel or food must be turned over to the City in order for an employee to receive their base pay for jury duty.

**ARTICLE 31
PERSONAL DAY**

- 31.1 Regular employees who complete a minimum of one year of continuous employment shall be eligible to convert the same number of hours they work in a normal workday, of accumulated sick leave, to one (1) personal paid day based on their normal work week. This personal day must be scheduled with the approval of the department head or designee and cannot be taken in a partial manner or carried over to the succeeding calendar year. This benefit is intended for on-going active duty employees and is not compensable upon termination of employment.
- 31.2 Eligible employees who elect not to receive a personal day under the above provisions shall retain this time in their sick leave account.
- 31.3 Regular employees who complete a minimum of one (1) year of continuous employment shall be eligible for one (1) floating personal day per calendar year, with no carryover. This time off must be scheduled and pre-approved by the immediate supervisor or department director or designee, and cannot be taken in a partial manner. The floating personal day shall not count as hours worked for purposes of overtime calculations. Employees are eligible to receive the floating personal day benefit at their regular rate of pay for their regularly scheduled number of hours. The floating personal day benefit is intended for on-going active employees and is not compensable upon termination of employment.

ARTICLE 32
DRUG FREE WORK PLACE

32.1 The City has a vital interest in maintaining a safe, healthy, and efficient working environment for all employees and other individuals in the workplace. Employees impaired by alcohol or other drugs during working hours may pose safety and health risks, not only to themselves, but to others. The City has established a substance abuse and drug-free workplace policy that balances the City's respect for individuals with the need to maintain an alcohol and drug-free environment. This comprehensive policy is found in a separate document called the City of Fort Myers Drug-Free Workplace Policy. All employees are required to review, acknowledge, and abide by that policy.

ARTICLE 33
SENIORITY BENEFIT

33.1 Employees completing years of service outlined in section 33. 2 by December 31 will receive the above seniority on the date of the first normal payroll distribution date in December.

YEARS SERVICE COMPLETED	ANNUAL BENEFIT
5 THROUGH 9	1.5%
10 THROUGH 14	2.0%
15 THROUGH 19	2.5%
20 THROUGH 24	3.0%
25 AND UP	3.5%

33.3 Employees separating will be paid the benefit on a pro-rated basis from January 1, until day of severance. Employees who work at least twenty-four hours in the last month of employment will receive a pro-rated share for that month equal to one-twelfth (1/12th) of the annual benefit.

33.4 For the purposes of computing the “regular rate” of pay, the seniority bonus is a non-discretionary bonus. The City shall adhere to the provisions outlined under the Fair Labor Standards Act, part 778 of the Code of Federal Regulations as to the method of inclusion of the seniority pay in the “regular rate” for employees.

ARTICLE 34
SAVINGS CLAUSE

- 34.1 If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.
- 34.2 In the event of invalidation of any article or section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such articles or sections.

ARTICLE 35
MISCELLANEOUS

- 35.1 This Agreement shall supersede any ordinances, regulations, or policies and procedures, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.
- 35.2 The City agrees that it will give notice to the Union prior to implementing any changes to employee policies.

ARTICLE 36
UNION RIGHTS

- 36.1 Employees 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 the 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.
- 36.2 Nothing shall abridge the right of any duly authorized representatives of the Union to present views of the Union on issues, which affect the welfare of its members, as long as it is clearly presented as the view of the Union and not necessarily the City.
- 36.3 All employee/Union rights as provided for in Federal, State or Local law, which cannot be validly superseded by this Agreement, are hereby preserved.

ARTICLE 37

PARKING

- 37.1 In so far as operationally feasible, the City agrees to provide parking at no cost to employees. Any changes to parking locations and/or charges shall be negotiated with the Union.

ARTICLE 38
PROBATIONARY PERIOD

38.1 New employees shall be considered on initial probation for a period of six (6) months from their date of hire. As it relates to this Article, the duration of the six (6) month probationary period shall be defined as a period of time no less than one thousand forty (1,040) hours of documented time working in the new position. A performance evaluation must be completed fifteen (15) days prior to the probationary employee's eligibility date for regular status which is six (6) months. Employees will then be evaluated at twelve (12) months, and annually thereafter.

Police Department civilian employees shall be considered on initial probation for a period of six (6) months from their date of hire. As it relates to this Article, the duration of the six (6) month probationary period shall be defined as a period of time no less than one thousand forty (1,040) hours of documented time working in the new position. A performance evaluation must be completed three (3) months from the date of hire and then again fifteen (15) days prior to the completion of the probationary employee's eligibility date for regular status which is six (6) months. Employees will then be evaluated at twelve (12) months, and annually thereafter.

38.2 Employees who are transferred, promoted, reassigned, or demoted to a new position shall be on probation for a period of six (6) months from the transaction date. As it relates to this Article, the duration of the six (6) month probationary period shall be defined as a period of time no less than one thousand forty (1,040) hours of documented time working in the new position. A performance evaluation must be completed fifteen (15) days prior to the completion of the probationary period. Employees will then be evaluated at twelve (12) months, and annually thereafter.

Police Department civilian employees who are transferred, promoted, reassigned, or demoted to a new position shall be on probation for a period of six (6) months from the transaction date. As it relates to this Article, the duration of the six (6) month probationary period shall be defined as a period of time no less than one thousand forty (1,040) hours of documented time working in the new position. A performance evaluation must be completed three (3) months from the date an employee has been transferred, promoted, reassigned or demoted to a new position and then again fifteen (15) days

prior to the completion of the probationary period. Employees will then be evaluated at twelve (12) months, and annually thereafter.

- 38.3 Employees not meeting standards of behavior and/or performance may be placed on probation for a period not longer than twelve (12) months.
- 38.4 No probationary employee shall be given regular status until the final probationary report has been completed and forwarded to the Human Resources Department. A notice will be sent to the employee notifying him/her that his probationary evaluation has been received and he/she has achieved regular status with the City of Fort Myers.
- 38.5 Nothing contained herein shall deny any employee access to the grievance process.

ARTICLE 39
SENIORITY DEFINITIONS

- 39.1 City Seniority. City seniority is defined as the employee's length of continuous service after the initial date of employment. Such seniority shall be acquired after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.
- 39.2 Departmental Seniority. Departmental seniority is defined as the length of continuous employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.
- 39.3 Division Seniority. Division seniority is defined as the length of continuous employment within the employee's current division. Division seniority shall accrue as of the first day of employment or transfer into a new division.
- 39.4 Classification Seniority. Classification seniority is defined as the length of continuous employment within a particular classification. Classification seniority shall accrue as of the first day of employment or transfer into a new classification.
- 39.5 In the event City Seniority is equal between or among employees, Departmental Seniority shall be used to determine the senior employee. In the event City Seniority and Departmental Seniority are equal between or among full time employees, Division Seniority shall be used to determine the senior employee. In the event City Seniority, Departmental Seniority, and Division Seniority are equal between or among full time employees, Classification Seniority shall be used to determine the senior employee.
- 39.6 Part-time employees shall not have City, Departmental, Division, or Classification Seniority over full time employees. Part-time employees shall exercise seniority amongst part-time employees and in accordance with the provisions of this entire Article.
- 39.7 Employees shall lose all seniority provided for in this entire Article if the following occurs:
- a) Discharged for just cause
 - b) Retirement
 - c) Resignation
 - d) Lay-off exceeding eighteen (18) months

- e) Failure to notify the Human Resources office of their intention of returning to work within five (5) business days of receipt of recall, as verified by Certified Mail Return Receipt.
- f) Termination due to failure to return to work from military leave as established by law
- g) Termination due to exhaustion of F.M.L.A. entitlement

ARTICLE 40
DISCIPLINE

- 40.1 Discipline shall be based upon just cause and shall be subject to the grievance procedure.
- 40.2 Discipline shall include oral reprimand; written reprimand; suspension without pay; demotion; and discharge from employment.
- 40.3 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.
- 40.4 An employee may have their current probationary period extended or may be placed on probation for just cause.
- 40.5 Disciplinary Procedure
- 1) For the purpose of this Article, disciplinary action shall only include suspension without pay, demotion, or termination. When disciplinary action against an employee with regular status (not on new hire probation) is contemplated by the City, the department head, or designee, shall provide the employee with written notice of the intended action(s). The written notice shall be hand delivered, emailed, or mailed by certified mail, return receipt requested, to the employee and shall include the following:
 - a) The proposed effective date of the disciplinary action;
 - b) The charges or reasons for the action which may include identification of any documents on which the charges are based;
 - c) A statement advising the employee that he/she may, within three working days of receipt of the notice, submit a request in writing for an informal pre-disciplinary conference to refute the charges made against the employee;
 - d) The name, address and telephone number of the person to whom the request for a conference shall be directed; and

- e) A statement advising that if the employee requests a conference, no disciplinary action will take final effect until after the conference has been held, provided the conference is conducted within fourteen (14) business days of the notice provided per section (1). The conference shall be held at a time and place determined by the City, normally during regular business hours.

Pre-disciplinary conference.

- 1) The conference shall be conducted by the person(s) who has the authority to make or participate in a decision as to what, if any, discipline is to be imposed, generally the Department Head.
- 2) The person(s) conducting the pre-disciplinary conference shall explain that the purpose of the conference is to consider the employee's position concerning the charges.
- 3) The conference shall be informal and shall not be in the nature of an evidentiary hearing. The employee may bring a Union Representative to assist or advise him/her.
- 4) The employee shall be permitted to submit relevant information, orally and/or in writing.
- 5) At the conclusion of the conference, the person(s) conducting the conference shall inform the employee when the decision on the pending disciplinary action may be forthcoming. The person(s) who conducted the pre-disciplinary conference, or designee, shall notify the employee of the outcome of the pre-disciplinary conference in writing by hand deliver, email, or certified mail, return receipt requested. The final notice of disciplinary action shall state the nature of the discipline to be imposed, the effective date(s) of such discipline, and any other information deemed appropriate or necessary by the employer.

ARTICLE 41
WELLNESS

- 41.1 All employees shall be encouraged to attend monthly wellness seminars provided on behalf of the City.
- 41.2 The City shall provide membership to the Skatium Gym at a fifty percent (50%) discount to the employee as long as the Skatium is under City operations.

ARTICLE 42
BULLETIN BOARD/COMMUNICATIONS

- 42.1 The City shall provide space on all existing City bulletin boards for use by the Union, at the Union President's discretion. However, if the City eliminates any existing bulletin boards, the Union may, at its own expense, replace them. Replacement bulletin board(s) erected by the Union shall be used exclusively by the Union.
- 42.2 The Union President or designee shall be permitted to place copies of union related documents at the paycheck distribution site on the payroll distribution dates.
- 42.3 The City shall provide, via City Link/Intranet, view only access of the current Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement dated October 1, 2019 through September 30, 2021 at Fort Myers, Lee County, Florida on the 27th day of August, 2019.

Witnesses:

Marilyn Scott

By: Ellen M. Clyatt
Public Employer Representative

Print Name: Ellen Clyatt

Title: Director of Human Resources

Jan A. Russo

By: Rodolfo Rosso
I.U.P.A.T. Representative

Print Name: Rodolfo Rosso

Title: Chairperson

I HEREBY CERTIFY that the above and foregoing Collective Bargaining Agreement was ratified by majority of the employees in the International Union of Painters and Allied Trades, Local Union 2301, in secret ballot election held on the 12th day of September, 2019.

International Union of Painters and Allied Trades,
Local Union 2301

By: 

Print Name: Rodolfo Rosso

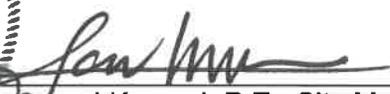
Title: Chairperson

I HEREBY CERTIFY that the above and foregoing Collective Bargaining Agreement was passed and ratified in Public Session of the City Council of the City of Fort Myers, Florida, on the 16th day of September, 2019.

Attest: 
Gwen Carlisle, City Clerk
City of Fort Myers

By: 
Randall P. Henderson, Jr., Mayor
City of Fort Myers



By: 
Saeed Kazemi, P.E., City Manager
City of Fort Myers

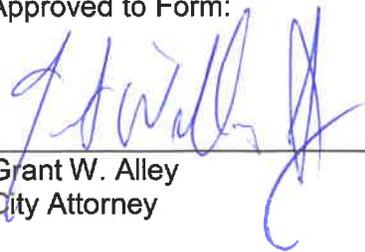
Approved to Form:

Grant W. Alley
City Attorney

EXHIBIT ONE - FY 2020

		STEP														
GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	11.09	11.42	11.77	12.12	12.48	12.86	13.24	13.64	14.05	14.47	14.90	15.35	15.81	16.29	16.77	
2	11.86	12.22	12.58	12.96	13.35	13.75	14.16	14.59	15.02	15.47	15.94	16.42	16.91	17.42	17.94	
3	12.69	13.07	13.46	13.87	14.28	14.71	15.15	15.61	16.08	16.56	17.05	17.57	18.09	18.64	19.19	
4	13.58	13.99	14.41	14.84	15.28	15.74	16.22	16.70	17.20	17.72	18.25	18.80	19.36	19.94	20.54	
5	14.53	14.97	15.41	15.88	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.11	20.72	21.34	21.98	
6	15.55	16.02	16.50	16.99	17.50	18.03	18.57	19.12	19.70	20.29	20.90	21.52	22.17	22.84	23.52	
7	16.64	17.14	17.65	18.18	18.73	19.29	19.87	20.46	21.08	21.71	22.36	23.03	23.72	24.43	25.17	
8	17.80	18.33	18.88	19.45	20.03	20.64	21.25	21.89	22.55	23.22	23.92	24.64	25.38	26.14	26.92	
9	19.23	19.80	20.40	21.01	21.64	22.29	22.96	23.65	24.36	25.09	25.84	26.61	27.41	28.23	29.08	
10	20.76	21.38	22.02	22.69	23.37	24.07	24.79	25.53	26.30	27.09	27.90	28.74	29.60	30.49	31.40	
11	22.43	23.10	23.80	24.51	25.25	26.00	26.78	27.59	28.41	29.27	30.14	31.05	31.98	32.94	33.93	
12	24.22	24.95	25.69	26.47	27.26	28.08	28.92	29.79	30.68	31.60	32.55	33.53	34.53	35.57	36.63	
13	26.16	26.94	27.75	28.59	29.44	30.33	31.24	32.17	33.14	34.13	35.16	36.21	37.30	38.42	39.57	
14	28.25	29.09	29.97	30.87	31.79	32.75	33.73	34.74	35.78	36.86	37.96	39.10	40.27	41.48	42.73	

4.0% Increase

EXHIBIT TWO - FY 2021

		STEP														
GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	11.53	11.88	12.23	12.60	12.98	13.37	13.77	14.18	14.61	15.04	15.50	15.96	16.44	16.93	17.44	
2	12.33	12.70	13.08	13.47	13.88	14.29	14.72	15.16	15.62	16.09	16.57	17.07	17.58	18.11	18.65	
3	13.20	13.60	14.00	14.42	14.86	15.30	15.76	16.23	16.72	17.22	17.74	18.27	18.82	19.38	19.97	
4	14.12	14.54	14.98	15.43	15.89	16.37	16.86	17.37	17.89	18.42	18.98	19.55	20.13	20.74	21.36	
5	15.11	15.56	16.03	16.51	17.01	17.52	18.04	18.58	19.14	19.72	20.31	20.92	21.54	22.19	22.86	
6	16.17	16.66	17.15	17.67	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.05	23.75	24.46	
7	17.30	17.82	18.35	18.90	19.47	20.06	20.66	21.28	21.92	22.57	23.25	23.95	24.67	25.41	26.17	
8	18.51	19.07	19.64	20.23	20.83	21.46	22.10	22.76	23.45	24.15	24.88	25.62	26.39	27.18	28.00	
9	20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.60	25.34	26.10	26.88	27.68	28.52	29.37	30.25	
10	21.59	22.24	22.90	23.59	24.30	25.03	25.78	26.55	27.35	28.17	29.02	29.89	30.78	31.71	32.66	
11	23.33	24.03	24.75	25.49	26.26	27.05	27.86	28.69	29.55	30.44	31.35	32.29	33.26	34.26	35.29	
12	25.19	25.95	26.72	27.53	28.35	29.20	30.08	30.98	31.91	32.87	33.85	34.87	35.91	36.99	38.10	
13	27.21	28.03	28.87	29.73	30.63	31.54	32.49	33.46	34.47	35.50	36.57	37.67	38.79	39.96	41.16	
14	29.38	30.26	31.17	32.10	33.07	34.06	35.08	36.13	37.22	38.33	39.48	40.67	41.89	43.15	44.44	

4.0% increase from FY 2020

Step 1) Discussion of Grievance with Supervisor:

Resolved Unresolved Date: _____

Date Submitted to Step 1: _____

Signature of Supervisor: _____

Step 2) Written Grievance to IUPAT Grievance Committee:

Merit Without Merit Date: _____

Date Submitted to Step 2: _____

Signature of Union Representative: _____

Step 3) Written Grievance to Department Head:

Resolved Unresolved Date: _____

Date Submitted to Step 3: _____

Signature of Department Head: _____

Remarks: _____

Step 4) Written Grievance to Human Resources Director:

Resolved Unresolved Date: _____

Date Submitted to Step 4: _____

Response to grievance by Human Resource Director: _____

Step 5) IUPAT Submission of Grievance to Arbitration:

Date of Decision to Arbitrate: _____

Date List Requested from FMCS: _____

Remarks: _____

(Attach sheets if additional space is needed)