

CONTRACT BETWEEN
CITY OF NAPLES
AND
A.F.S.C.M.E. COUNCIL NO. 79
OF LOCAL 2017;
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES

OCTOBER 1, ~~2000~~ 2003
THROUGH
SEPTEMBER 30, ~~2003~~ 2006

PREAMBLE

This Contract is entered into as of October 1, 2000~~0~~³; between the City of Naples, Florida, hereinafter referred to as the "City", and the Florida Public Employees Council #79, AFSCME Local No. 2017, hereinafter referred to as the "Union". It is the intent and purpose of this Contract to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There is none and shall be no individual arrangements or agreements made covering any part or all of this Contract which is contrary to the terms herein provided.

ARTICLE 1

NON-DISCRIMINATION

- 1.01 Nothing in this Contract shall prevent compliance with applicable governmental laws or lawful regulations including laws prohibiting discrimination on the basis of race, creed, religion, color, national origin, sex, or political affiliation, age or disability.
- 1.02 The parties agree not to interfere with the right of any employee covered by this contract to become a member of the Union, withdraw from membership in the Union, or refrain from becoming a member in the Union. There shall be no discrimination against any employee covered by this contract by reason of Union membership or activity, or lack of union membership or activity.
- 1.03 All references in this contract to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 2

UNION RECOGNITION

- 2.01 In accordance with the Public Employees Relations Commission Certification Number 416, of July 12, 1978, the City recognizes the Union as the exclusive Bargaining Agent to represent the Public Employees which are described in Exhibit A, which is incorporated herein by this reference, for the purpose of Collective Bargaining with respect to wages, hours, terms and conditions of employment, and is amended to provide an updated classification list as indicated on Addendum A.
- 2.02 The updated classification list on Addendum B and C indicates those classifications **that are** excluded.
- 2.03 AFSCME recognizes that the City Manager is the collective bargaining representative for all the departments of the City employing members of the bargaining unit. AFSCME further recognizes its obligation to bargain solely and exclusively with the City Manager and/or designee.**
- 2.04 Notification of new classifications and **two** copies of revised job descriptions within this bargaining unit **will be provided to the Union President or designee.** ~~are for informational purposes only. They will be provided to the Bargaining Unit designated representative.~~ The Union ~~may~~ **can** provide input on new classifications and job descriptions, **and will be advised of elimination of classifications within the bargaining unit,** however the City shall retain final approval **maintains the sole discretion to establish, eliminate, revise, and create job classification and their corresponding job descriptions.**

ARTICLE 3

DUES CHECK OFF

- 3.01 Dues Each Pay Period: The City agrees to deduct once each pay period the Union dues of those employees who individually request in writing on the prescribed form (Exhibit B) that such deductions be made.
- 3.02 Amount of Dues and Remittance: The amounts deducted shall be certified to the City by the treasurer of the Union and the aggregate deductions of all the employees shall be remitted together with an itemized statement to the Union treasurer by the 10th of the month after the month in which the deductions are made. The itemized statement shall contain the employee's name, ~~employee's number~~, and the dollar amount of the deduction for each employee listed. The City's remittance will be deemed to be correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect. The Union will provide the City thirty (30) days advance notice of any change in dues deductions. Notification will be in writing to the Human Resources Director. The City will provide a ~~bi-annual~~ quarterly (January, April, July & October) printout of Bargaining Unit employees' names and mailing addresses, phone numbers, and classifications. ~~during the first week in January and the first week in July. These shall be forwarded to the union president, the first week of each~~

quarter. The Union will be charged in accordance with Florida State Statute Chapter 119 (119.07).

- 3.03 The City agrees to deduct Union dues for Union members at no cost to the Union.
- 3.04 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net* earnings for that payroll period are less than the amount of dues to be checked off.
- 3.05 The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City because of check-off of Union dues.
- 3.06 Any employee may withdraw his dues check-off authorization upon written request and thirty (30) days notice to ~~the Union and City~~ **any member of Local 2017 Executive Board and the Human Resources Director**. ~~Copy of said request will be forwarded to the Union treasurer within three (3) working days.~~
- 3.07 Where there is a minimum of ten (10) eligible employees participating, the City agrees to deduct from the bi-weekly pay of each employee the voluntary contribution to P.E.O.P.L.E. (Public Employees Organized for Political and Legislative Equality). The amount shall be authorized by the employee in writing on the form developed and provided by the Union. Union officials shall forward completed forms to the Human Resources Department where the deduction shall begin or cease on the next pay period after receipt of the

deduction notice. The ~~Public Employer~~ City shall be responsible for forwarding the collected payroll deduction amount to the appropriate Union organization no later than thirty (30) days after deductions are collected. Additionally, the Union shall be responsible for providing the ~~Public Employer~~ City with timely and accurate information regarding the name, mailing address, federal identification number, and other information as necessary for auditing purposes.

*Net earnings shall mean net after required deductions of Federal taxes, Social Security, Pensions, Credit Union, Health and Life Insurance, **and any other legally mandated deductions.**

ARTICLE 4

UNION REPRESENTATIVES

4.01 Any **A** recognized representative (**steward**) of the Union shall, with the proper **prior** notification and approval, be admitted to a mutually agreed upon location of the City in order to contact Management on matters pertaining to this contract. **A** Union representatives, as designated above, shall be able to ~~talk~~ **conduct Union business** with employees before or after regular working hours or during lunch ~~hours~~ **breaks on designated areas of the property of the City on City property. The representative must receive prior approval from the supervisor in charge of the work area to gain access to such areas. Said request shall not be unreasonably denied.** The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, meetings or other business activities of the Union on the City's time. **Fifteen minute breaks are considered city time and therefore no Union business can be conducted.**

4.02 A complete list of ~~representatives~~ **stewards** shall be furnished to the City and any changes of these shall be promptly reported in writing to the ~~City Manager~~ **Human Resources Director** or his designee. Stewards will be recognized by the City as follows:

	<u>Number</u>
	<u>of</u>
City Hall	<u>Stewards</u>
	1

Community Services	2
Equipment Services Division	1
Police & Emergency Services	1
Solid Waste	1
Water Dist.ribution and Wastewater Coll.	1
<u>Collection Divisions</u>	
Water Treatment Plant Division	1
Wastewater/Utility Maintenance	1
<u>Community Development</u>	<u>1</u>
<u>Alternates</u>	<u>2</u>

4.03 ~~The City agrees to recognize two alternate stewards~~ **An alternate steward who** will serve at any of the above designated locations in the absence of the regular steward. **Any steward including an alternate steward may serve at any of the above designated locations whenever the regular steward is not available.** ~~The alternate~~ **Any** steward will serve whenever ~~the a~~ regular steward is not available within the period of time in which ~~the a~~ grievance has to be filed as provided for in Article 8.03.

4.04 The alternate steward may also serve to represent a regular steward in processing a grievance on his own behalf.

4.05 ~~In the absence of a recognized steward and the alternate steward, any one of the four Union officials shall be recognized by the City to serve as steward.~~ **An AFSCME Representative may also serve to**

represent a steward, local board member, or any member of the local in processing a grievance on his own behalf.

4.036 It is understood and agreed that employee(s) functioning as Union Representative(s) have productive work to perform and will not leave their jobs during work hours except after properly requesting and receiving proper verbal authorization from their respective **immediate supervisor, or next level of supervision.** ~~Department Head, his designee or their respective Division Head~~ and only after stating which official Union business is to be performed. Such authorization shall not be unreasonably withheld. If, in the opinion of the City, the above mentioned persons are taking unreasonable time to conduct such business, the City shall have the right to require the steward or the Union Officials to report immediately to their Supervisors. Only one (1) Union Representative (i.e. regular steward, alternate, or Union Official) will be permitted to serve in this capacity for any specific situation.

4.47 ~~———— A Union Representative will be allowed to meet with a new employee and his/her supervisor for a short period of time to explain the options that exist regarding their relationship with the Bargaining Unit. Whenever practical, a~~ **A** union representative will be allowed to meet with an employee(s) immediately following the City's regular orientation **for a period up to one-half hour immediately following the orientation. The time taken by the Union Representative to meet with the new employees following**

orientation shall be used in accordance with Article 12 “Union Business Leave”. ~~On a quarterly basis, the Human Resources Department shall provide the AFSCME local president a list of new hires in the bargaining unit.~~

ARTICLE 5

PROHIBITION OF STRIKES

5.01 Strikes Prohibited: No Public Employee or employee organization may participate in a strike against a City by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in Chapter 447.507 of the Florida Statutes or any amendments thereto. It is further agreed, and in consideration of the Union's Contract, that the City shall not, partially or wholly lock out any employees for the duration of this Contract. Lockouts shall be the denying of employee access to work in order to pressure the employees and/or the Union to accept the employers offered terms of employment.

5.02 Right of Discipline: The City has the right to discipline any employee who violates the provisions of Section 5.01.

ARTICLE 6

MANAGEMENT RIGHTS

6.01 The ~~Employee Organization~~ Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of this Contract are retained by the City. Such rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for service to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to determine qualifications, to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City, to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work; to establish, modify, combine or abolish job pay positions; to change or eliminate

existing methods of operation, equipment or facilities; and to change existing or establish reasonable rules and policies not in direct conflict with the provisions of this Contract.

6.02 The City has the sole authority to determine the purpose and mission of the City to prepare and submit budgets to be adopted by the City Council.

6.03 Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Contract are not in any way, directly or indirectly, subject to the grievance or procedure contained herein.

6.04 If the Mayor declares that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Contract may be suspended other than the wage provisions outlined in Article 26, Civil Emergency, during the time of the declared emergency, provided, however, a grievance arising during the suspension of this ~~Agreement~~ Contract will be pursued on termination of the declared emergency.

ARTICLE 7

SENIORITY AND LAYOFF

7.01 City-wide seniority is defined as the length of employment with the City. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment. The City-wide seniority shall apply to accrual of all benefits and to promotional vacancies.

7.02 **Definitions:**

Departmental Seniority: Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

Division Seniority: Length of employment within the employee's current division.

7.03 Classification Seniority: Classification seniority is defined as the length of employment within a particular classification/position.

7.04 City-wide, departmental, and classification seniority shall be broken when an employee:

A) Terminates voluntarily

B) Is discharged for cause

C) Exceeds an authorized leave of ninety (90) working days or more.

7.05 In the event of a layoff for any reason, employees in the same classification/position and division affected shall be laid off in the following order:

- A) Temporary employees;
- B) Initial probationary employees, and
- C) Regular employees.

In the event of a layoff, employees in the same classification/position and division with the highest values of the following factors as determined by the employer **in the following order** shall be retained:

- A) Seniority;
- B) Qualifications to do the work; and
- C) Ability to do the work;
- D) Past 24 months' documented work performance **including discipline**.

If these factors are relatively equal, the least senior employee in the same classification/position and division shall be laid off first.

7.06 Laid off employees shall be recalled to the same or lower classification and department from which they were laid off in the reverse order in which they were laid off, provided that the employees have not been laid off for more than 12 consecutive months **and are still able to perform the functions of the position**. A laid off employee who is "rehired" within 12 months of the effective date of his/her layoff, shall retain credit for prior service for purposes of vacation and sick leave accrual. If an

employee is recalled to a different classification/position he/she will be placed on a ~~three~~ six-month probationary period. **Reassignments shall be made to avoid laying off employees as long as vacant positions are available for which the employee is qualified.**

7.07 Seniority shall accumulate during absences because of illness, injury, vacation or other authorized paid leave of ninety (90) working days or less.

7.08 Employees will be given forty-six (46) calendar days' notice in case of layoff and two weeks' severance pay. The City may buy out the 46-day notice at its option. Notice and severance pay is only applicable if the City does not offer a position within the same or greater pay range. If such intended layoff is as a result of planned privatization, employees shall be given the opportunity to participate in the bidding process or recommend cost-cutting and other efficiencies that may result in reducing or eliminating the need for contracting out the services.*

7.09 Current City employees may not maintain City employment and a contractual relationship with the City simultaneously.

* ~~Time frames may be extended by mutual consent.~~

ARTICLE 8

GRIEVANCE PROCEDURE

8.01 In a mutual effort to provide harmonious working relations between the parties to this Contract, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specified terms of this Contract.

8.02 Definition: A grievance within the meaning of this Contract shall consist of disputes about interpretations and applications of particular clauses of this Contract and about alleged violations of this Contract, including formal written discipline. **All references to the term “working day” when used in this procedure, shall mean calendar days Monday through Friday, exclusive of holidays.**

8.03 It is the intention of the City that disciplinary action will be initiated in a timely manner. Once the City has actual knowledge of the event giving rise to the disciplinary action, the City shall take disciplinary action within 30 working days, unless there are extenuating circumstances.

8.034 Grievances shall be processed in accordance with the procedures outlined below: The times indicated on all steps may be extended by written mutual agreement as follows:

Step 1: The grievant shall present, in writing, this grievance to the

next level of supervision or Division Head within ~~five (5)~~ seven (7) working days. The supervisor shall schedule a meeting with the grievant within seven working days. The grievant or the supervisor may request that a Union Steward or local Union Representative be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The supervisor or Division Head shall reach a decision and communicate, in writing, to the grievant within ~~three(3)~~ seven (7) working days from the date the Step 1 meeting was held. the grievance was presented to him.

Step 2: If the grievance is not settled at the first step, the grievant within ~~five (5)~~ seven (7) working days after the Step 1 answer is issued or due, whichever is earlier, of the answer in the first step shall present it to the Department Head or his designee. The Department Head or his designee shall investigate the alleged grievance and shall within ~~five (5)~~ seven (7) working days of receipt of the written grievance conduct a meeting between himself, his representative if needed and the grievant. The grievant may be accompanied at this meeting by no more than one (1) ~~two (2)~~ local Union Representatives, ~~and any witnesses.~~ The Department Head, or his designee, shall notify the aggrieved employee of his decision not later than ~~five (5)~~ seven (7) working days following the meeting date.

Step 3: If the grievant does not settle his grievance in the second step, the grievant within ~~five (5)~~ seven (7) working days after the Step 2

answer is issued or due, whichever is earlier, of the second step
~~answer~~ shall present the written grievance to the City Manager, ~~or his~~
~~designee~~. The City Manager, or his designee, shall investigate the
alleged grievance and shall within ~~five (5)~~ seven (7) working days
following receipt of the written grievance conduct a meeting between
himself, his designee, and/or his representatives if needed and the
aggrieved employee. The grievant may be accompanied at this
meeting by local Union Steward and Council 79 Representative.
~~Representatives and/or witnesses~~. The City Manager, or his
designee, shall notify the aggrieved employee in writing of his decision
not later than ~~five (5)~~ seven (7) working days following the meeting
date.

Step 4: If the grievance, as defined in this Article, has not been
satisfactorily resolved within the grievance procedure, the grievant may
request arbitration in writing to the office of the City Manager no later
than five (5) working days after the response is issued or due
whichever is earlier. in Step 3 of the grievance procedure. The
parties to this Contract will mutually agree or attempt to agree, on an
independent arbitrator within five (5) working days from the date that
the grievance was rejected at the ~~fourth~~ third step. If this cannot be
agreed upon, the parties may request an impartial neutral from the
Federal Mediation and Conciliation Service.

8.05 It should be noted that nothing contained in this Article shall prevent any employee covered by this Contract from processing his own grievance unassisted through the grievance procedure. Nothing in this part shall be construed to prevent any public employee from presenting, at any time, his own grievances, in person or by legal counsel, to the City and having such grievances adjusted without the intervention of the Bargaining Agent, if the adjustment is not inconsistent with the terms of this collective bargaining agreement and if a Union Representative has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

8.06 **Certified employee organization shall not be required to process grievances for employees who are not members of the organization in accordance with Florida State Statute 447.**

8.07 The arbitration shall be conducted under the rules set forth in this Contract. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article and to direct compliance with the terms and conditions of the Contract.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Contract or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Contract.

The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question which is presented and which question must be actual and existing.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Contract, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties. It is contemplated that the City and the employee shall mutually agree in writing as to a hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified.

8.08 **In the event a grievance concerns the suspension or termination of a non-initial probationary employees, the grievance shall start at Step III, if the employees chooses that option.**

8.09 **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, shall not discontinue his duties prior to or during the time a grievance is being processes.**

8.0410 Each party shall bear the expense of its own witnesses and its own representative. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

8.0511 The City and the Union agree to **provide exchange** a list of **witnesses, using the City's Witness Management List, within three days of the hearing,** that will be called to testify. The purpose of the list is to ensure that staffing levels be appropriately maintained and to justify employee absence from the worksite. It remains the responsibility of the bargaining unit employees who will be called as a witness for either party to ensure that he or she notifies his or her supervisor immediately upon receiving notification of such proceedings.

8.0612 When a grievance is reduced to writing there shall be set forth therein:

- 1) ~~A complete statement of the grievance and facts upon which it is based.~~ **The grievance shall concisely state the facts relied on by the grievant.**
- 2) The ~~Section~~ **Article(s)** or Sections of this Agreement that are alleged to have been violated; and
- 3) the remedy or correction requested.

8.0713 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

8.0814 The Union may file a class grievance on behalf of all Bargaining Unit employees but not individuals.

~~8.09~~15 Performance evaluations shall be grieved through the existing internal City grievance procedure. Employees utilizing this internal City grievance procedure may at their option be represented by a Union Representative.

~~8.10~~ — ~~The City agrees to notify the grievant, in writing, as to the names of management personnel that will be attending a grievance hearing at Steps 3 & 4.~~

~~8.04~~16 A Council 79 representative, and the local steward will attend arbitration. In cases where the Union believes that more than one local steward is necessary to present a grievance at the 3rd Step level, a request will be made to the Human Resources Director as to the justification for additional representatives. The Human Resources Director will either approve or deny the request. Denial of the request will not preclude the hearing from taking place as scheduled.

~~8.11~~ — ~~A Union Representative of the Bargaining Unit may be invited to attend and observe any disciplinary action or contract grievances which involve a member of said Unit. Attendance will be at Step 2 & 3.~~

~~8.17~~ Bargaining Unit members who are called to testify as witnesses in an arbitration or grievance case, who would have otherwise been on duty, will be compensated at their regular rate of pay. Bargaining

Unit members who are off duty and are called to testify by the Union will not be paid by the City.

8.18 If the Union representative(s) are called to testify as witnesses in arbitration or grievance cases, they will, if they otherwise would have been on duty, be compensated for the reasonable time spent in testifying.

ARTICLE 9

JURY DUTY

9.01 Regular full-time employees shall be granted time off without loss of straight time pay for reporting for jury duty upon presentation to his Supervisor of satisfactory evidence including written verification of attendance relating to jury duty. Any monies received by the employee from another agency will be turned over to the City's Finance Department for placement into the General Fund.

9.02 The provision of Article 9.01 shall also apply to those employees subpoenaed to testify in their official capacity as a City of Naples employee in a court proceeding.

ARTICLE 10

BULLETIN BOARDS

10.01 The Union shall be authorized ~~partial use of suitable~~ **space for** bulletin boards, at appropriate locations in the City. The Union may, at its own expense, provide bulletin boards of standard sizes for its own exclusive use in keeping with the decor of the working location. Sizes, colors and locations shall be mutually agreed by the City and the Union. Bulletin board locations are as follows:

~~1. Lounge in Wastewater Plant - 3' of existing board.~~

~~2. Lift Station Maintenance Building - 3' of existing board.~~

~~3. Central Stores - existing 2' x 3' board.~~

~~4. City Hall - 1/4 of existing board (one side).~~

~~5. Sanitation Division Lounge - existing 2' x 3' (west wall).~~

~~6. Ice Room/Vending - existing 2' x 3' (south wall).~~

~~7. Community Services Maintenance Building - existing 2' x 3'.~~

~~8. Water Plant - existing board upstairs and 1/2 board in Lounge.~~

~~9. Norris Community Center.~~

~~10. Fleischmann Maintenance Center.~~

~~11. Fleischmann Park Recreation Center~~

~~12. Equipment Services Employee Lounge - 2' x 3'.~~

~~13. Parks and Parkways - 2' x 3'.~~

1. Wastewater Plant Break Room

2. Utilities Maintenance Building

3. City Hall Mail Room
4. Solid Waste Break Room
5. Community Services Warehouse Break Room
6. Water Plant Break Room
7. Norris Community Center Break Room
8. Fleischmann Maintenance Center Break Room
9. Fleischmann Park Recreation Center Break Room
10. Equipment Services Employee Lounge
11. Wastewater Collections Break Room
12. Police Department (old and new addition) Lunch Room
13. Development Services Upstairs Kitchen

10.02 The Union agrees that it will use space on bulletin boards described above for the following purposes only:

1. Notices of Union meetings
2. Notices of Union elections
3. Reports of Union committees
4. Recreation and social affairs of the Union
5. Union services
6. Directories
7. Union fringe benefit programs
8. Union newsletters

The Union agrees that nothing will be posted on these bulletin boards of the items listed above which relate to political candidates, political

campaigns or other political issues, nor will anything be posted which reflects adversely upon the City or any of its officers or employees; nor shall any posted materials violate or have the effect of violating any law, rule, or regulation. If a question arises concerning the interpretation of what will be allowed to be posted, a Union Representative shall request a decision from the Human Resources Director. There shall be no posting of disputed material until said approval is given.

- 10.03 All Union materials placed on bulletin boards shall be signed **and dated** by the Union Officer or his designee and copies of any materials to be posted shall be forwarded to ~~the Department Head or his duly authorized Agent and~~ the Human Resources Director, ~~prior to the posting of any such materials.~~ **at the time of posting, or prior to posting.**
- 10.04 All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing approved material from bulletin boards and for maintaining such bulletin boards in orderly fashion.
- 10.05 Up to one hour per month will be provided to the union president, or **his** designee, for maintenance of bulletin boards and ~~must be scheduled in advance with that employee's supervisor.~~ **and any additional time needed up to one hour for maintenance of bulletin boards will be**

deducted from Union Time Pool in accordance with Article 12 Union Business Leave.

10.06 New City buildings will be included in the list for placement of bulletin boards. The City and Union will mutually agree as to where bulletin boards will be placed.

ARTICLE 11

BASIC WORK WEEK & OVERTIME & STANDBY COMPENSATION

11.01 The normal work cycle for Bargaining Unit members shall be forty (40) hours. All time authorized and worked in excess of the work cycle described above except as provided otherwise herein, shall be compensated at the rate of one and one-half (1-1/2) times the regular pay of the employee or granted Compensatory "Comp" time in accordance with this Article.

11.02 Comp. time may be accrued for overtime hours in lieu of overtime pay at the discretion of the Department Director or designee. Employees must request accrual of comp time in lieu of overtime pay in writing. The maximum number of comp time hours which may be accrued at any one time during the fiscal year is forty (40) hours. 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. All comp time must be used within the fiscal year in which it is accrued. Comp. time may be used in increments of one-hour segments at

the discretion of the Department Director. At any time during the year that an employee works overtime in excess of the maximum accrual of 40 hours, that employee will receive pay for overtime hours worked.

- 11.03 In calculating overtime hours, vacation, sick leave, ~~funeral leave~~, workers' compensation leave, ~~personal leave~~, and authorized leaves with pay shall not be considered as time worked. Holiday leave, Administrative("Admin") leave, **(which includes Jury Duty and Funeral Leave)**, and approved FMLA paid leave considered as time worked.
- 11.04 Overtime compensation shall not be granted for instances where individual employees mutually agree to swap work days.
- 11.05 All scheduled overtime work shall be offered in order of greatest **classification** seniority to employees ~~able to do the work and normally assigned to those duties~~ **who normally perform such work.** A seniority roster will be posted. Seniority in this Section shall mean departmental, ~~or~~ divisional, or classification seniority, whichever is applicable. The roster will be a scrolling roster. The most senior person will be at the top of the list. The least senior employee 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. ~~If the employee is unavailable, the list will scroll to the next employee.~~

- 11.06 **If the employee is unavailable or requests to be skipped when it becomes his/her turn to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster .**
- 11.07 The list will then be equalized within 10 hours among all employees on the list. At the end of the year, the list will be purged and will start again in accordance with **applicable** seniority on October 1 of the following year. Employees who do not desire to work scheduled overtime will 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.**
- 11.08 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.**
- 11.09 The City reserves the right to schedule emergency **or mandatory** overtime. **An employee(s) who works emergency or mandatory overtime shall be compensated at the rate of one and one-half (1-**

1/2 times his or her regular pay. However, the assignment of overtime will be made after due consideration to:

1. Seniority and/or skill necessary to perform overtime work.
2. Assigning the overtime in as equitable a manner as practical.
3. Avoiding, where possible, conflicts with off-duty plans and commitments already scheduled by employees.
4. Personal emergencies.

11.10 Employees not regularly scheduled to work that are called back to work before or after regular working hours shall receive compensation for a minimum of two (2) hours pay or the amount of time worked at time and one-half whichever is greater. ~~in accordance with the overtime provisions of this Article.~~ During emergency repairs or emergency circumstances, the Department Director may authorize premium pay for actual hours worked. The Department Director may grant Administrative Leave or the use of Flex Time from the normally scheduled work day to provide for rest periods following an after-hours emergency assignment.

11.11 Employees assigned to stand-by shall receive an additional \$15.00 per day for Monday through Friday and \$20 per day for Saturday and Sunday each day for ~~of~~ stand-by time served. If an employee assigned to stand-by is called out to work after regular hours, that employee shall receive additional pay in accordance with the overtime provisions in this Article.

11.12 Schedules shall not be altered during a pay period for the express purpose of circumventing the payment of overtime. Any employee who is forced to work through lunch will be given the opportunity for an altered lunch period or overtime pay.

11.13 The City shall offer fifteen (15) minutes as a rest period in the first half of the day and fifteen (15) minutes in the second half of the day to Bargaining Unit employees. The City shall designate when these shall occur. But will make an effort to schedule rest periods as near as possible to the middle of the half shift. In the event a rest period cannot be granted because of an emergency, the supervisor may delay or cancel the rest period. Said rest period shall not be carried over to any other shift or day.

11.14 Except for emergency situations, an employee will be given ten (10) working days advance notice of schedule change to the employee affected by the change. Exceptions to this notice requirement shall be (a) those employees specifically designated by their job description or assignment who are employed with the understanding that they are to fill in as needed, and whose schedules are subject to frequent change, or (b) when absences in operation create a severe manning shortage and workload requiring drastic action.

11.11 ~~Compensatory Time (“comp time”) may be accrued for overtime hours in lieu of overtime pay at the discretion of the Department Director or~~

~~designee. Employees must request accrual of comp time in lieu of overtime pay in writing. The maximum number of comp time hours which may be accrued at any one time during the fiscal year is forty (40) hours. The use of comp time 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. All comp time must be used within the fiscal year in which it is accrued. Comp time may be used in increments of one-hour segments at the discretion of the Department Director. At any time during the year that an employee works overtime in excess of the maximum accrual of 40 hours, that employee will receive pay for overtime hours worked.~~

11.15 — The City reserves the right to re-open this article in accordance with Article 30.

ARTICLE 12

UNION BUSINESS LEAVE

- 12.01 Union business leave is defined as travel for Union business undertaken by the Union President and/or **elected** designee. For the purpose of such Union business leave a Union time pool may be implemented. Each employee may contribute up to four (4) hours annually of accrued vacation which may be taken by the Union President or his designee to conduct Union business. If no time is available in the designated pool, **vacation leave or** leave without pay may be granted by the Department Director. This leave will not exceed twenty (20) days in a Contract year. The Union President or designee will notify the **City Manager Human Resources Director** or **his** designee, in writing, at least **~~forty (40)~~ hours one (1) week** in advance of the date the leave will be taken. Leave will not be unreasonably withheld.
- 12.02 Contributions may be made to the Union time pool each January 1, May 1, and September 1.

ARTICLE 13

SICK LEAVE

13.01 ACCRUAL RATE: Sick leave is accrued on a monthly basis when the employee is on pay status. Sick leave accrual begins upon appointment of employee, and may be used by an ~~the~~ employee when needed and as accrued. Sick leave is accrued as follows:

Hours per Month Accrued Hours per Year Accrued

8

96

Eligible part-time employees will receive a pro-rated accrual. There shall be no maximum on sick leave accrual.

13.02 Sick leave will be granted to employees upon request for the following reasons unless withheld as provided for in this Article:

a) Personal illness or physical incapacity resulting from causes beyond the employee's control, but including forced quarantine of the employee in accordance with the State or Community Health regulations.

b) Personal medical and dental appointments, which are not possible to schedule during non-working hours.

c) In cases of serious illness, major surgery, or serious accident involving a member of the immediate family in accordance with the Family and Medical Leave Act (FMLA). Employees may utilize a maximum of three (3) days sick leave per

year to care for dependents suffering from colds, sore throats and other minor illnesses.

13.03 The Department Head or his designee may at his discretion request medical evidence of disability or illness prior to granting or continuing sick leave when there has developed a pattern of abuse or when there is just cause to question the employee.

13.04 Sick leave with pay may be withheld for any of the following reasons:

a) Failure on the part of the employee to comply with the notification requirement or make a reasonable effort to comply.

b) Failure to provide medical evidence of an illness or disability.

c) Condition is a result of an injury or illness which occurred on a job other than with the City.

13.05 Advance Use of Sick Leave Prohibited: Sick leave shall not be granted or used in advance of being accrued. Sick leave is accrued on the last day of each month for that month. Employees who do not have accrued sick leave and are absent due to illness, injury or disability, may use accrued vacation or take leave without pay as provided in Article 19.

13.06 An employee, unless herein excluded, shall notify his supervisor or shall contact a designated call-in location before the scheduled reporting time for work when an employee intends to not report for work on any scheduled work day. The employee shall comply with this requirement on each day thereafter he intends to not report to work. Employees designated by their supervisor may be required at the supervisor's

discretion to call in up to maximum of one hour prior to the regular starting time. This requirement will be based upon the necessity to schedule a replacement. Employees must make a reasonable effort to satisfy the notification requirement but conditions beyond the control of the employee will be taken into consideration.

13.07 Medical Examinations: The City may require an employee to undergo a medical and/or psychological examination during the course of employment if there is reason to believe the employee may not be capable of performing regularly assigned duties. The City will bear the cost of these examinations.

13.08 The City agrees to provide a sick leave bonus for bargaining unit employees who voluntarily separate or retire with the City with five (5) or more years of service. Employees terminated by the City shall not be eligible for the sick leave bonus. Said sick leave bonus shall be computed as follows:

1% per year of service x sick leave hour balance x hourly pay rate at time of separation = bonus. A cap of ~~23%~~ 20% per employee is hereby established.

In lieu of lump sum bonus, employees retiring from the City may apply the total dollar value toward future health insurance premiums. Premiums, and any increases in same, shall be paid by the City until bonus funds are exhausted.

13.09 Employees who have completed one year of service and restrict their sick time within a twelve-(12) month period from October 1 through September 30 of each year, as in the schedule set forth below, will receive straight time off as sick leave incentive. Straight time pay in lieu of time off may be granted if budget funds are available.

Sick Time Used	Time Off
0	24 hrs.
8 hrs. or less	16 hrs.
Between 8-16 hrs.	8 hrs.
More than 16 hrs.	0

ARTICLE 14

VACATION

14.01 Policy: The parties agree that the City grant all employees vacation leave on a month-to-month basis from the date of employment.

14.02 Vacation Accrual: Vacation shall only be accrued when the employee is on pay status. This shall include employees on worker's compensation who shall receive the same vacation accrual as if they were in full pay status.

Employees who have been employed less than six months may not take vacation leave until their probationary period has been completed.

Vacation leave shall be accrued as follows:

	Vacation Hours	Maximum
	<u>Annually</u>	<u>Carry-over</u>
1 to 5 years	88	80
5 to 10 years	128	100
10 to 15 years	136	120
15 years & over	176	140

14.03 Vacation shall be accrued as of the last day of the month for that month.

14.04 The vacation year shall be the same as the City's fiscal year.

14.05 Vacation leave may be taken by employees upon prior approval of the employee's Department Head or designee. If vacation is denied, the employee will be given the opportunity to take vacation at the next

permitted time. Vacation/Compensatory time as defined in Article 11 leave will not be unduly withheld. Previously approved vacation will not be canceled other than for emergencies and due to conditions beyond the control of the Department Head.

- 14.06 Advance Use of Vacation Leave: Vacation leave shall not be granted or used in advance of being accrued.
- 14.07 Holidays During Vacation Leave: In the event a Holiday occurs during an employee's vacation leave, that day shall be credited as a Holiday, and not charged against the employee's vacation time.
- 14.08 Payment for Vacation Leave: Employees who terminate or who are discharged from employment with the City and having completed their probationary period shall be paid for unused vacation leave at their regular rate. The official termination date shall be the last day of active employment and shall not be extended due to payment of unused vacation leave.
- 14.09 Scheduling Vacations: Employees shall schedule vacations with their immediate Supervisor. When a conflict occurs during the annual scheduling process, seniority shall take precedence. Once the schedule has been set, additional vacation requests may be approved by the Department Director or their designee.

ARTICLE 15

WORKING OUT-OF-CLASS

- 15.01 An Employee will receive a pay increase when he/she works more than 50% of the time in a job assignment which has a higher pay range once he has accumulatively completed five (5) full days working in the higher classification. The increase will be to the entry rate of the job classification in which the employee is working, or 5%, whichever is greater. Although working out of class pay will not be provided for those initial five days, the employee will receive the higher rate when assigned to that classification in the future. The Department Head or a designee shall specifically assign out-of-class work in each individual case. Employees may not authorize out-of-class work for themselves. Working out-of-classification will not provide any automatic job rights to the position should it become vacant.
- 15.02 Any on-the-job training programs designed to upgrade employee's skills, shall not be construed to mean working out-of-class.
- 15.03 An employee who is authorized to work out-of-class and performs overtime work in a higher classification shall be compensated at overtime rate as provided for in Section 15.01.
- 15.04 Temporary requirement for management to assign an employee to work in lower classification shall not constitute a reduction in his pay.

15.05 The level of work assignment shall not be altered for the express purposes of circumventing Article 15.01.

ARTICLE 16

HOLIDAYS

16.01 The following days are declared paid holidays for eligible City employees:

1. New Year's Day
2. Martin Luther King Day
3. President's day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The day after Thanksgiving Day
10. **Christmas Eve Day**
11. Christmas Day

16.02 Holiday pay shall be an amount equal to the employee's regular rate of pay for the exact number of hours scheduled to work on each holiday.

16.03 Whenever any paid holiday listed in this Article occurs on a Saturday, the preceding business day shall be considered as a holiday. When any paid holiday occurs on a Sunday, the following business day shall be considered as a holiday. However, bargaining unit employees who are classified as Police **Telecommunication Operators Dispatchers (9-1-1 Operators), Treatment Plant Operators, Police Security Specialist and Police Community Services Aides** will observe the holiday on the

day of the week on which it actually falls and not on the day prior or next day as outlined elsewhere in this article. This shall apply to only those **positions listed above** ~~in the Police Dispatch position~~ and does not set any precedent for any other employees, classifications, or positions.

16.04 Any Department Head who finds it necessary to do so may require employees to report for work on any of the paid holidays outlined in this Article. In addition to holiday pay as outlined in 16.01, an employee who works on a paid holiday shall be compensated at one and one-half times his normal hourly rate for actual hours worked. Scheduled holiday work will be first offered to employees in order of greatest seniority among employees qualified to do the work. Seniority in this section shall mean departmental or division classification seniority, whichever is applicable.

16.05 Regular, full time (40 hours) employees whose regular day off occurs on a holiday prescribed herein shall receive eight (8) hours pay at their regular rate. Part time employees shall receive a percentage based on their work week as compared to the normal work cycle (40 hours).

ARTICLE 17

INSURANCE

- 17.01 Health Insurance: Effective ~~on January 1, 2001~~October 1, 2003 through September 30, 2004, employees shall pay the following premiums for health insurance: Single Coverage \$10.00 per pay period; Employee Plus One \$47.61 per pay period; Family \$68.29 per pay period. Effective October 1, 2004, the City will pay 85% for health insurance premiums. the City agrees to pay 100% of the employee cost (less a \$10.00 bi-weekly contribution) and 50% of the dependent cost of the City's group health insurance plan for Bargaining Unit employees. In cases of married employees with both husband and wife employed by the City, both employees will be responsible for a \$10.00 bi-weekly contribution to the City of Naples Health Care Plan. ~~The City will implement an additional coverage type, "Employee + 1". It is understood that some benefit levels may have to be reduced to meet this objective.~~
- 17.02 Life Insurance: The City agrees to pay the full amount of monthly cost for Bargaining Unit members who participate in the City's group life insurance policy. Coverage shall be in the amount of two times the employees' annual salary. Additional coverage may be purchased at the employee's expense.
- 17.03 Dental Insurance: ~~The City agrees to pay 100% of the cost for dental insurance coverage for the employee and a portion of the cost of family coverage.~~Effective October 1, 2003 through September 30, 2004, employees shall pay the following premiums for dental

insurance: HIGH PLAN: Single coverage \$0.00 per pay period; Employee Plus Spouse \$10.53 per pay period; Employee Plus Child(ren) \$16.20 per pay period; Family \$29.57 per pay period. LOW PLAN: Single Coverage \$0.00 per pay period; Employee Plus Spouse \$1.06 per pay period; Employee Plus Child(ren) \$4.17 per pay period; Family \$11.52 per pay period. Effective October 1, 2004, the City will pay 85% for dental insurance premiums.

- 17.04 Health Care Committee: ~~The City agrees to create a~~ The Health Care Committee ~~will to~~ periodically review the financial position of the City of Naples Health Care Plan and to make recommendations as to Health Plan Coverages, deductibles and co-payment amounts, and City and Employee contributions to the Health Plan. The Human Resources Director or designee shall serve as the chairperson of the committee. Committee membership shall consist of the Human Resources Generalist (Benefits), Risk Manager and one AFSCME bargaining unit member, one additional member of each bargaining unit who participates in the City Health insurance program may take part on the committee. ~~the following: City Employee Benefit Specialist, Risk Manager, a Non-bargaining representative appointed by the City Manager, an AFSCME representative appointed by the bargaining unit, FOP representative appointed by the bargaining unit, and IAFF representative appointed by the bargaining unit. None of the above~~

~~employee representative groups shall be entitled to representation if they do not participate in the City's health insurance program.~~

17.04 ~~**The City reserves the right to reopen this article during the duration of the contract.**~~

ARTICLE 18

MEETINGS AND ARBITRATION

~~18.01 It is mutually understood and agreed that the City may, at its option, compensate the representatives of the Union and employees in the Bargaining Unit for time spent in meetings or conferences held in connection with the negotiations of a contract, for meetings to arbitrate any disputes or for meetings with respect to a dispute which has been referred to an impartial neutral.~~

~~18.02 The City and the Union will mutually agree on the time of negotiations.~~

~~18.03 Bargaining Unit members who are called to testify as witnesses in an arbitration or grievance case, who would have otherwise been on duty, will be compensated at their regular rate of pay. Bargaining Unit members who are off duty and are called to testify by the Union will not be paid by the City.~~

~~18.04 If the Union representative(s) are called to testify as witnesses in arbitration or grievance cases, they will, if they otherwise would have been on duty, be compensated for the reasonable time spent in testifying.~~

ARTICLE 19

LEAVE OF ABSENCE

- 19.01 The City will comply with the Family and Medical Leave Act (FMLA) in providing for applicable leave in accordance with Federal and State laws and City policies.
- 19.02 Paid and Unpaid Leave: Leave taken for Family or Medical reasons must be taken as paid leave (accrued vacation, ~~floating holiday, and~~ sick leave, and compensatory "comp." leave) until all such leave is exhausted. ~~The employee is eligible for additional leave under FMLA and all accrued leave time is used, he or she may apply for leave without pay. Any request for medical leave of absence without pay, after all accrued leave has been exhausted, must be approved by the employee's Department Head and City's Human Resources Director. Such leave time may not be used to seek, accept or work other employment while on FMLA leave.~~
- 19.03 Extended Leave of absence with or without pay other than FMLA may be granted where such leave provides a material benefit to the employee and the City as recommended by the department director and approved by the Human Resources Director. Such leave may not be used to seek, ~~or~~ accept, or work employment while on non FMLA leave of absence with or without pay, unless authorized by the City. Non-FMLA leaves may not be granted for more than ninety (90) days. Extensions to non-

FMLA unpaid leave of absence must be requested in writing to the **Department** director and cannot exceed an additional ninety (90) days.

19.04 Employees who are on a duly-authorized, compensated leave of absence shall continue all benefits as provided in this Contract. An employee on uncompensated leave may elect to continue insurance coverage at his or her own expense **in accordance with City policy.** No other benefits will be extended. Health insurance premiums, for the employee only, will continue to be paid by the City when an employee is on approved Family Medical Leave (FMLA). All provisions of the FMLA and City policies and procedures shall be enforced. No other benefits will be provided.

19.05 Leave of absence shall be granted to female employees for maternity leave after all paid leave has been exhausted. Accrued sick leave may be utilized for maternity leave. The employee's physician shall determine when the leave commences and ends based upon the employee's ability to perform assigned duties unless the employee works in a hazardous environment. The Human Resources Director or designee may require a statement from the employee's physician certifying she is physically capable of performing assigned duties during or after the pregnancy. The employee shall bear the cost of the physician. In the event the employee works in a hazardous environment, the City shall determine when the leave begins and ends. Hazardous environment shall mean working conditions which might reasonably cause harm of any kind to the

unborn child or employee due to the pregnancy. These working conditions include strenuous physical labor, operation of construction or heavy equipment, exposure to herbicides, pesticides, or other suspected hazardous chemicals, exposure to prisoners or other potentially violent persons. Employees working in the aforesaid conditions shall notify their Supervisors as soon as possible of any pregnancies. The City shall make an effort to place female employees on light duty assignments without any loss or reduction of pay when the City requires a female employee who is pregnant to discontinue performing regular duties which are considered to be in a hazardous environment as described herein. Whether or not the employee will be placed on a light duty assignment will depend upon availability of a job assignment and whether or not the employee has the necessary skills. Any denial of the light duty assignment will be explained to the employee at the time of the denial.

19.06 Employees who are members of the National Guard or United States military reserve force and who are ordered by the appropriate authorities **for active or inactive training** to attend prescribed training or to perform other duties shall be granted leave with pay in accordance with Florida Statutes 115.07. Leave requests for annual training must be made in writing on the proper leave form and submitted at least thirty (30) days in advance. A copy of the training order or a letter from the appropriate training command personnel must accompany the leave request.

ARTICLE 20

LABOR MANAGEMENT/SPECIAL MEETINGS

20.01 Management and the Union will upon mutual agreement meet and confer on matters of interest. Discussions shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Contract.

20.02 There shall be a Labor Management Committee consisting of the following representatives:

- A. **AFSCME Local 2017 President and one (1) representative of the bargaining unit which shall be appointed by the Local;**
and
- B. **The City Manager and Human Resources Director or designee shall represent the City.**

20.03 Meetings of this Committee shall be held not more than once each quarter and scheduled at the request of either party upon ten (10) days notice. The party requesting to schedule shall forward to the designated Representative of the other party an agenda specifying the questions or issues to be presented for discussion. The time, place and duration of discussion determined by the City. This shall not preclude other Labor/Management meetings being scheduled in the event of an emergency issue.

20.04 The sole function of the Committee shall be to discuss matters pertaining to Employee Relations. The Committee shall not engage in Collective Bargaining or the resolution of grievances.

20.05 It is mutually understood and agreed that the City may, at its option, compensate the representatives of the Union and employees in the Bargaining Unit for time spent in meetings, conferences, or negotiations.

20.06 The City and the Union will mutually agree on the time of negotiations.

ARTICLE 21

FUNERAL LEAVE

21.01 The City ~~may~~ shall grant up to ~~three (3) days~~ five (5) working days of leave with pay in the event of the death of a member of the employee's immediate family ~~or other relative interred within the State of Florida. The City may grant up to five (5) days of leave with pay in the event of family or other relative interred outside of the State of Florida.~~ The employee's immediate family ~~or other relatives~~ shall be defined to include father, mother, spouse, child, step-child, father-in-law, mother-in-law, sister and brother-in-law, ~~sister~~, brother and sister-in-law, grandparent, grandchildren, foster parent, step-parents, or legal guardian.

21.02 Leave may be taken prior to and including the day of the funeral or immediately following, but all days taken for funeral leave must be taken consecutively and within 30 calendar days surrounding the date of death.

21.023 Satisfactory proofs of deaths or relationship described herein must be furnished to the Department Head or designee upon request.

ARTICLE 22

TIME OFF FOR VOTING

22.01 During a primary or general election an employee who is registered to vote whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two hours before or two hours after the regular scheduled work period it shall be considered sufficient time for voting.

ARTICLE 23

PROMOTIONAL VACANCIES

23.01 When a vacancy has occurred within the bargaining unit as determined by the City ~~occurs~~ or when a new position is created in a job classification within the Bargaining Unit that is not merely a reclassification of an existing title which there is a qualified incumbent employee, unless herein excluded, the City agrees to post notices thereof for a period of ~~four (4)~~ ten (10) working days during which any applicant or City employee who is not on initial probation may request to be considered for the vacant position. Such initial probationary employees ~~may~~ shall be considered for positions within their ~~division~~ department when there ~~is a shortage of~~ are no other qualified candidates or when approved by the Human Resources Director. Applicants desiring to be considered shall do so in writing to the Human Resources Office by the deadline announced in the ~~notice~~ job announcement. Notices of vacancies described above shall be provided to the Union President or designee and posted in areas accessible to employees, including bulletin boards, city public computer network, official city internet website, and the Job Hotline. Employees interested in job vacancies will make a request in writing on the form provided by the Human Resources Dept. etc. ~~The Job Hotline at 434-4679 is updated on a weekly basis. Employees may also~~

~~request in writing on the form provided by the Human Resources Department to be notified by mail of any vacancies in job classifications of their choosing.~~

23.02 ~~The V~~vacancies will be filled ~~on the basis of greater ability to perform the job.~~ by selecting the most qualified candidate. The City shall interview any bargaining unit members that make written application and meet the minimum requirements for the position.

The City shall be the judge of selecting the best qualified ~~greater ability~~ based on the results of the screening procedure outlined below.

The methods may include, but not limited to:

- a. Written exam.
- b. Operation exam (conducted by the department or division head responsible for the equipment being tested) and, if available shall include, one (1) person selected by the Union, who has on-the-job experience on the equipment being tested.
- c. Prior experience directly or indirectly related to the job.
- d. Education and formal training.
- e. Aptitude or familiarity with required duties of the vacant position.
- f. Prior attendance record.
- g. Performance history.
- h. Required licenses and certificates, including all State regulations for water and wastewater licensing.
- i. Interview (required for current employees).

In the event two or more qualified City employees are competing for the same position and ability to perform the job is substantially equal, the employee with the greatest City-wide seniority shall receive the position.

In the event a qualified City employee and a qualified non-City employee(s) are competing for the same position and the ability to perform the job is substantially equal, the City employee shall be given preference.

The provisions of this section shall not apply to classifications when promotion is based upon obtaining higher level license from a regulatory agency unless more than one employee qualifies for the vacancy and both employees can't be promoted.

Provisions of this section shall also not apply whenever a position is being upgraded in classification and is already occupied by a City employee.

- 23.03 In the event an employee is promoted, that employee will serve up to a six-month probationary period in the new position regardless of the length of seniority he may have. Such employee shall have full access to this agreement and to the grievance procedure except that the employer has the right to demote the employee to his previous or similar position during the probationary period without appeal rights.

~~23.04 When a vacancy occurs in a job classification within the AFSCME Bargaining Unit, the City may, at its option, waive all requirements~~

~~for posting notices of job vacancy and consider first promoting from within the City organization. All employees within the City shall be notified of the opening, and if interested, considered in accordance with the procedure set forth in Article 23.02.~~

if, in the opinion of the city, none of the in-house applicants qualify for the position, the City may fill the position in any way it determines in its best interest.

23.04 25.10

Promotions: Any employee who is promoted to a classification having a higher pay grade than his current pay grade shall receive an increase of 5% above his regular rate or the minimum rate of the new classification, whichever is greater. Promotions resulting in a change in pay grade of more than 3 grades shall result in a promotional increase of 10% or minimum, whichever is greater. The promotion increase shall be effective the same date as the change in classification. Promoted employees shall be considered as being "on probation" in the new classification for a period of up to six months following the effective date of promotion. No additional increase shall be granted in recognition of the promotion following the completion of the six months' trial period. If, during the six months' trial period in the higher classification, the performance of the employee is deemed unacceptable by his supervisor, said employee shall be returned to a lower

classification. The employee's rate of pay may be reduced only by the amount of the most recent promotion increase. Promotion increases shall not affect annual performance increase eligibility.

NOTE: Promotions language moved from original Wages article.

ARTICLE 24

SAFETY AND HEALTH

- 24.01 Both parties agree to make a concerted effort to conform and comply with applicable laws as to safety and health.
- 24.02 The City and the Union will cooperate in the continuous objective of eliminating safety and health hazards due to unsafe working conditions.
No employee shall be required to perform work where there is imminent danger to life and/or limb.
- 24.03 Employees covered by this Contract shall comply with all safety rules and regulations established by the City.
- 24.04 Should an employee believe that unsafe working conditions exist in **his any** work area, the employee, shall, as soon as possible, report the condition to his immediate managerial supervisor **and steward**. Said supervisor shall investigate the report and respond to the employee **in writing,** with his findings within five (5) working days. Should the employee disagree with the supervisor's response, the employee may report condition to his Department Head.
- 24.05 The City and the Union agree to follow the established guidelines as outlined in the City Policies and procedures Manual Safety Section, relative to the existence of the City's Safety Liaison Committee.**

ARTICLE 25

WAGES

25.01 The Union and the City mutually ~~agrees to~~ the following wage package for bargaining unit employees. This package constitutes the entire wage increase that will be given for this contract period.

25.02 YEAR 1

Pay Increase: Effective January 1, 20014, bargaining unit employees who have successfully completed their initial probation ~~and who meet or exceed satisfactory performance according to the City's performance rating instrument~~ will receive an 3% merit 5% increase added to their base rate of pay ~~Additionally, all bargaining unit employees will be eligible for a 3% cost of living/general increase which will impact the pay range.~~

25.03 YEAR 2

PAY INCREASE: Effective January 1, 20025, bargaining unit employees who have successfully completed their initial probation ~~and who meet or exceed satisfactory performance according to the City's performance rating instrument~~ will receive a 4% merit increase added to their base rate of pay ~~Additionally, all bargaining unit employees will receive be~~

~~eligible for a 3% 5% cost of living/general increase which will impact the pay range.~~

25.04 YEAR 3

~~Effective January October 1, 2003⁵, bargaining unit employees who have successfully completed their initial probation and who meet or exceed satisfactory performance according to the City's performance rating instrument will receive a 4% merit increase added to their base rate of pay. Additionally, all bargaining unit employees will be eligible for a ~~3.5%~~ 5% cost of living/general increase which will impact the pay range.~~

25.05

Eligibility for Increases: Any employee whose current salary exceeds the maximum of their pay range will be able to participate in pay increases. However, their increase amount in excess of the maximum of their pay range will be in the form of a lump sum bonus which does not impact the base pay.

25.06

~~Management reserves the right to provide bonuses to bargaining unit employees based upon special circumstances over and above the normal workload. Bonuses will not be added to base pay and will not reduce salaries as provided herein.~~

25.076 Civil Emergency Pay: In the event of a declared civil emergency, bargaining unit employees shall be compensated in accordance with Section 15: "Emergency Pay Practices" of the City of Naples Personnel Policies and Procedures Manual.

25.086 This article shall be considered for re-opener in the event the Performance Plan measurement as outlined is revised and therefore needs to be re-defined.

25.098 Probationary Employees: The initial probationary period for all employees covered under this Contract shall be six (6) months. ~~unless otherwise approved by the City Manager.~~

~~25.10 Promotions: Any employee who is promoted to a classification having a higher pay grade than his current pay grade shall receive an increase of 5% above his regular rate or the minimum rate of the new classification, whichever is greater. Promotions resulting in a change in pay grade of more than 3 grades shall result in a promotional increase of 10% or minimum, whichever is greater. The promotion increase shall be effective the same date as the change in classification. Promoted employees shall be considered as being "on probation" in the new classification for a period of up to six months following the effective date of promotion. No additional increase shall be granted in recognition of the promotion following the completion of the six months' trial period. If, during the six months' trial period in the higher classification, the~~

~~performance of the employee is deemed unacceptable by his supervisor, said employee shall be returned to a lower classification. The employee's rate of pay may be reduced only by the amount of the most recent promotion increase. Promotion increases shall not affect annual performance increase eligibility.~~

25.109 All Bargaining Unit employees will be paid every two weeks

ARTICLE 26

OTHER MONETARY ISSUES

26.01 Holiday Season Bonus: Bargaining unit employees hired as of December 1 of each calendar year of this contract shall receive a \$100.00 holiday season bonus.

26.02 Bargaining unit employees who retire with the following years of service shall receive from the City a cash gift with the values noted below:

<u>5-9 Years</u>	<u>\$500</u>
10-14 years service	<u>\$500</u> \$750
15-19 years service	<u>\$1,000</u> 1,250
20 or more years service	<u>\$1,500</u> \$1,750

26.03 CDL Endorsement Renewals: The employer shall pay for any job-required CDL endorsement renewal fees for regular full-time employees at the time of license renewal.

26.04 Safety Shoe Allowance: An annual safety shoe allowance of \$100 will be provided to designated full-time, regular employees by February 28 of each calendar year to assist with the purchase of approved safety shoes in accordance with the Personnel Policies and Procedures Manual, Section 25-F, Safety: Personal Protective Equipment.

26.05 Tool Allowance: An annual tool allowance of \$350 will be provided to all regular, full-time Equipment Services Mechanics by ~~October 31~~ **April 30** of each calendar year in accordance with the provisions of the Utilities

Department Policies and Procedures Manual, Section ES, SOP-106,
Mechanic Tools and Tool Boxes.

26.06 Employees that have completed their initial probationary period upon completion of ASE Certifications, shall be eligible for an incentive bonus pursuant to the following:

Automobile/Light Truck – Maximum of 8 at \$100

Medium/Heavy Truck – Maximum of 8 \$100

Upon completion of EVT Certification, employee shall be eligible for an incentive bonus of \$200 per EVT Certification to a maximum of 5.

Approval requirements will be in accordance with Article 31 (Education) of this agreement.

26.07 Payment of this annual bonus will be made by November 30th of each year.

ARTICLE 27

SOLID WASTE TASK SYSTEM

27.01 **Solid Waste employees shall be on a modified work schedule referred to as the task system. These employees will be allowed to end their workday and go home upon the completion of all assigned work for that section on that day as communicated by the assigned supervisor. In order to maintain an acceptable Level of Service (LOS), at least one employee from each section shall stay until the end of the workday. Employees who are assigned to remain late shall do so on a weekly basis and shall use a rotating schedule based upon City seniority. However, if any section has a decrease in the level of customer service or the unavailability of equipment, etc., management has the discretion to require that all crews remain at work until such time that the Level of Service has reached acceptable standards as determined by department or division management. Employees will be paid for the regular scheduled hours for that workday regardless of the actual hours worked. The City may provide additional incentives in which event the union will be advised of the program.**

27.02 Overtime pay for those employees on the Task System will be based on actual hours worked in excess of 40 hours per workweek. For the purposes of calculating overtime pay, Article 11.03 shall apply.

ARTICLE 28

PENSION

28.01 The City ~~will~~ shall continue to provide bargaining unit employees with the Retirement Plan and related benefits currently ~~in effect as of the effective date of this contract~~ contained within the Code of Ordinances, City of Naples, Chapter 50, Article IV. The plan and its benefits may not be altered or changed in any respect or manner, without being negotiated in accordance with Chapter 447 of the Florida Statutes. Such negotiations shall be by mutual agreement of the City and the Union and finalized in writing via a Memorandum of Understanding (MOU).

28.02 Effective January 1, 2004 through September 30, 2004, each member shall contribute 4.45% of salary to the Retirement Plan. As of October 1, 2004, any increase in required contributions to the Plan as a result of the annual actuarial study, with additional contributions required as a result of financial shortfalls caused by investment earnings lower than actuarial projections, will require additional contributions from the member up to a total of 5%. Any remaining shortfalls cause by investment earnings lower than actuarial projections shall be borne by the City.

ARTICLE 31 30

EDUCATION

30.01 The City agrees to reimburse Bargaining Unit employees for up to nine (9) hours of work per calendar year or an annual maximum amount of ~~\$1,000~~ **1,500 including tuition and textbooks** upon successful completion of job- related course work with a “C”, “2.0”, or better grade. Advance approval by the employee’s department director and the City Manager is required prior to registration for the class.

30.02 **Employees requesting educational assistance shall:**

- a) **Complete and submit an Education Reimbursement Form to his/her immediate supervisor prior to enrollment. Such request shall require approval of the immediate supervisor, the department director, and City Manager.**
- b) **Employee shall pay the tuition and books at time of enrollment. Materials, supplies and activity fees shall be the employee’s responsibility.**
- c) **Training and or study time will be undertaken during off-duty time.**
- d) **Upon successful completion of approved course with a grade “C” or higher, employee shall furnish his/her supervisor with payment receipt, official grade reports,**

along with the Education Reimbursement Form so that the reimbursement may take place.

- e) All approvals for education reimbursements are subject to budget and staffing limitations. Employees requesting education reimbursement must submit their request to their supervisor prior to March 15th of each year, not to be approved until after October 1 of that year. Funding must be requested through the budget process.

30.03 ~~Reimbursement will be made upon presentation of evidence showing proof that the above requirement has been met and proof of payment is required.~~ Courses may be taken for completion of general equivalency diploma (GED) requirements, technical/vocational job-related training, job-related workshops, and job-related courses or in pursuit of a job-related college degree. All course work, other than that required for receipt of a GED must be job-related. All college courses must be at a state-accredited institution of higher learning.

31.01 ~~Text Books: The City further agrees to reimburse Bargaining Unit employees for the cost of required textbooks or other required educational materials for course work completed in accordance with section 32.01. Upon reimbursement, text-books or other educational materials shall be turned into the City for re-issue or placement in the departmental library.~~

- 30.04 If an employee has been reimbursed for education in the last 12 months prior to a voluntary separation from City employment, the employee shall reimburse back to the City 100% of the last 12 months' education reimbursement. The City shall have the right to withhold such reimbursement from final pay check.
- 30.05 The City will not reimburse Bargaining Unit employees for registration or finance charges associated with course work.
- 30.06 Eligible bargaining-unit employees include those who are not on initial probation or performance probation.

ARTICLE 29

EMPLOYEE VACATION PURCHASE PROGRAM

- 29.01 Employee Vacation Purchase Program – A payroll deduction for up to five days additional vacation. The payroll deduction will take place over a twelve (12) month period to pay for additional days.
- 29.02 The employee, if he or she wishes to purchase additional vacation days, must do so prior to December 15, of each year. The employee vacation purchase program will only be offered during the month of December for the following year. A minimum of ten employees must participate in the program. The additional days that have been purchased must be used before ~~December 31~~ September 30th of the following year and cannot be carried over to the next year. Use of vacation time is subject to the terms of Article 14 (Vacation).~~Department Head approval.~~
- 29.03 If an employee quits or is terminated and has not used his or her vacation time that has been purchased, deductions shall be refunded on their final payroll check. If an employee quits or is terminated and has used their purchased vacation and has not fully paid for the time by completing the payroll deduction through the end of the year, the final amount shall be deducted on their final payroll check.

ARTICLE 30-31

CHANGE OR AMENDMENTS

301.01 It is hereby agreed that this Contract contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the agreement except through an agreed upon memorandum of understanding, bargaining, or resolution of impasse pursuant to Chapter 447, FL Statutes.

ARTICLE 32

SEVERABILITY

32.01 Should any final decision of any court of competent jurisdiction affect any practice or provision of this Contract, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Contract shall remain in full force and effect. Upon request of either party, renegotiations will begin within thirty (30) days of the provision being null and void.

ARTICLE 33

ENTIRE CONTRACT

- 33.01 The parties hereto may commence negotiations under applicable law on any succeeding contract that takes effect upon termination of this contract.
- 33.02 Prior Actions: All prior charges, complaints, grievances, discharges, reprimands, and other disciplinary actions before the ratification of this contract by both parties shall not be subject to the provisions of this contract.
- 33.03 If either the City or the Union desires to modify, amend or terminate this contract at its normal expiration date, official notice of such desire must be given in writing within ninety (90) days. Within thirty (30) days following the receipt of such notice unless there is a mutual agreement to the contrary the City and the Union shall commence negotiations.
- 33.04 The contract shall be effective as of the date of the contract and shall remain in force up to and including September 30, 2003~~6~~.

Michael Temple
AFSCME Region III Director

AFSCME Council 79

Dr. Robert E. Lee
City Manager

City of Naples

Sunny Fore
President, Local 2017
AFSCME Council 79, American

Denise K. Perez
Human Resources Director
City of Naples Bargaining Agent

Federation of State, County
And Municipal Employees

Witness

Witness

ATTEST:

Tara Norman
City Clerk
City of Naples