

**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, 2009~~ SEPTEMBER 30, 2011

**THROUGH**

SEPTEMBER 30, ~~2012~~ 2014

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## **PREAMBLE**

This Contract is entered into as of ~~October 1, 2009~~ September 30, 2011; 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 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.
- 2.03 Notification of new classifications and two copies of revised job descriptions within this bargaining unit will be provided to the Union President or designee. The Union can provide input on new classifications and job descriptions, and will be advised of elimination of classifications within the bargaining unit, however the City 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, 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 quarterly (January, April, July & October) printout of Bargaining Unit employees' names and mailing addresses, phone numbers, and classifications. 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 any member of Local 2017 Executive Board and the Human Resources Director.
- 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 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 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 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 representative, as designated above, shall be able to conduct Union business with employees before or after regular working hours or during lunch breaks 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 stewards shall be furnished to the City and any changes of these shall be promptly reported in writing to the Human Resources Director or his designee. Stewards will be recognized by the City as follows:

	Stewards
City Hall	1
Community Services	2
Equipment Services Division	1
Police & Emergency Services	1

Solid Waste	1
Water Dist. and Wastewater Coll.	1
Water Treatment Plant Division	1
Wastewater/Utility Maintenance	1
Community Development	1
Alternates	2

4.03 Any steward, or an alternate steward, may serve at any of the above designated locations. Any steward will serve whenever a regular steward is not available within the period of time in which 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 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.

4.06 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 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 Official to report immediately to their Supervisors. Only one (1)

Union Representative (i.e. regular steward, alternate, or Union Official) along with a Council 79 rep. will be permitted to serve in this capacity for any specific situation.

- 4.07 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".

## **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 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 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 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 23.03, Civil Emergency, during the time of the declared emergency. A grievance arising during the suspension of this Contract will be pursued upon 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 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.

## **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. All disciplinary action beyond a verbal reprimand requires a pre-disciplinary hearing. The City shall provide the employee with all information for which disciplinary action is being considered at least 24 hours in advance of the pre-disciplinary hearing. The employee may request a Union Steward to be present at this hearing. Once the City has actual knowledge of the event giving rise to the disciplinary action, the City shall take disciplinary action within 30 calendar days, unless there are extenuating circumstances.

8.04 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 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 and a Council 79 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 seven (7) working days from the date the Step 1 meeting was held.

Step 2: If the grievance is not settled at the first step, the grievant within seven (7) working days after the Step 1 answer is issued or due, whichever is earlier, shall present it to the Department Head or his designee. The Department Head or his designee shall investigate the alleged grievance and shall within 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) local Union Representative and a Council 79 representative. The Department Head, or his designee, shall notify the aggrieved employee of his decision not later than 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 seven (7) working days after the Step 2 answer is issued or due, whichever is earlier, shall present the written grievance to the City Manager. The City Manager, or his designee, shall investigate the alleged grievance and shall within seven (7) working days following receipt of the written grievance conduct a meeting between himself, his representatives if needed and the aggrieved employee. The grievant may be accompanied at this meeting by local Union Steward and Council 79 Representative. The City Manager, or his designee, shall notify the aggrieved employee in writing of his decision not later than 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 seven (7) working days after the response is issued or due whichever is earlier. The parties to this Contract agree to utilize one of the following arbitrators to facilitate scheduling and resolution of the grievance:

1. Scott Milinski
2. Robert Hoffman
3. John B. Dorsey

If the grievance is not scheduled to be heard by one of the above arbitrators, the parties will mutually agree or attempt to agree, on an independent arbitrator within seven (7) working days from the date that the

grievance was rejected at the third step. If this cannot be agreed upon, the parties may request an impartial neutral from the federal Mediation and Conciliation Service. In any case, the parties shall schedule the arbitration hearing to be held within 180 calendar days from the date of the arbitration request. Failure to schedule the hearing to be held within 180 calendar days will result in the grievance being deemed withdrawn. The parties may extend the 180 calendar day deadline by written mutual agreement.

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 employee, the grievance shall start at Step III, if the employee 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 processed.

- 8.10 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.
- 8.11 The City and the Union agree to 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.
- 8.12 When a grievance is reduced to writing there shall be set forth therein:
- 1) The grievance shall concisely state the facts relied on by the grievant.
  - 2) The Article(s) or Sections of this Agreement that are alleged to have been violated; and
  - 3) The remedy or correction requested.
- 8.13 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.

- 8.14 The Union may file a class grievance on behalf of all Bargaining Unit employees but not individuals.
- 8.15 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.
- 8.16 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 3<sup>rd</sup> 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.
- 8.17 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 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 work location. Size of bulletin boards will be 2' X 3', unless mutually agreed to otherwise. Locations shall also be mutually agreed upon by the City and the Union. Bulletin board locations are as follows:

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
14. Water Distribution Break Room

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 Human Resources Director 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 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. 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, workers' compensation 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 who normally perform such work. A seniority roster will be posted. Seniority in this Section shall mean departmental, 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.
- 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 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 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 work day. Emergency overtime is not for events involving extended meetings or normal work duties that may extend beyond a normal work day. An employee(s) who works emergency 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. 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 \$25.00 per day for Monday through Friday and \$35.00 per day for Saturday and Sunday for 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.

11.15 The City reserves the right to reduce the normal work cycle for budgetary reasons. The City will notify the union prior to any such reduction for bargaining unit members and will engage in impact bargaining upon request of the union.

## **ARTICLE 12**

### **UNION BUSINESS LEAVE**

- 12.01 Union business leave is defined as travel for Union business undertaken by the Union President and/or 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 Human Resources Director or designee, in writing, at least 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**

**PERSONAL LEAVE**

13.01 ACCRUAL: Employees are eligible to use accrued leave time after completing six (6) months of service. During initial probation, a maximum of two (2) personal leave days may be used. Individuals placed on extended probation in their initial position will have to successfully complete extended probation to be eligible to take any additional accrued leave. Personal Leave will be accrued as follows:

	Days Accrued Annually	Hours Accrued Annually	Maximum Accrual
1 - 5 YEARS	20	160	520
5 - 10 YEARS	25	200	520
10 - 15 YEARS	30	240	520
15 - 20 YEARS	33	264	520
20+ YEARS	34	272	520

All leave time is accrued on a monthly basis when the employee is on paid status. Accrual rates are to be prorated for part-time employees in accordance with the above schedule.

Personal Leave shall not be granted or used in advance of being accrued. Personal Leave is accrued on the first pay period of each month for the previous month.

The personal leave year shall be October 1 through September 30. Any amount of personal leave in excess of 520 hours as of September 30 of each year will automatically be forfeited.

13.02 SCHEDULING: Employees shall schedule personal leave with their immediate supervisor in accordance with departmental policies. Whenever possible, personal leave will be requested and approved at least five (5) days in advance. Staffing requirements and the ability to serve the Public shall be considered in approving the leave request. If personal leave is denied, the employee will be given the opportunity to take personal leave at the next permitted time. Personal leave will not be unduly withheld. Previously approved personal leave will not be canceled other than for emergencies and due to conditions beyond the control of the Department Director. Personal leave used for sick leave or emergency situations requires daily call-in in accordance with department requirements or with as much notice as possible. Each department director will monitor unscheduled absences, and abuse of this benefit may be cause for disciplinary action.

13.03 PAYMENT FOR UNUSED LEAVE:

1. Annual Cash Payment: On an annual basis, any employee with a personal leave balance in excess of eighty (80) hours may elect to receive a cash payment for up to 80 hours at their current hourly rate of pay. Employees must request payment in writing on the designated form each year, and the request must be received by the Human Resources Department no later than November 15<sup>th</sup>. Human Resources Department will coordinate payment to the

affected employees no later than December 10<sup>th</sup> of each year.

(All personal leave payments are subject to regular payroll taxes.)

2. Payment upon Separation or Retirement: Employees who terminate or retire with the City and have completed their probationary period shall be paid for accrued and unused personal leave at their regular rate of pay. Payment for accrued leave shall not be credited toward pension calculations as no retirement contributions are deducted.

13.04 TERMINATION DATE: The official termination date shall be the last day of active employment and shall not be extended due to payment of unused personal leave.

13.05 EXISTING SICK LEAVE BALANCE: Sick leave balances for employees with an existing balance will be carried forward and no further accruals shall be made. Current sick leave balances will not be counted towards the 520 hour maximum accrual of personal leave.

13.06 USE OF SICK LEAVE BALANCE: Employees with a sick leave balance may utilize said sick leave for illness or injuries for themselves and immediate family members. Payment of sick leave will begin on the second consecutive day of the illness/injury, with the first day charged to personal leave. If employee is out for more than three (3) days, medical evidence of disability or illness may be

required. The employee has the option to use accrued personal leave in lieu of sick leave.

13.07 SICK LEAVE PAYOUT: The City agrees to provide a sick leave payout for Bargaining unit employees who have a sick leave balance, five (5) or more years of continuous service, and voluntarily separate or retire from the City. Employees terminated by the public employer shall not be eligible for the sick leave payout. Said sick leave payout shall be computed as follows:

1.25% per year of service x sick leave hour balance x hourly rate of pay at time of separation = payout.

A cap of 25% per employee is hereby established. Sick leave payout may be applied towards payment of future health insurance premiums. The City shall pay premiums and any premium increases until payout funds are exhausted.

13.08 COMPASSIONATE LEAVE: Compassionate leave was established for an employee's use in the event of their own catastrophic illness. The employee shall request compassionate leave when all paid leave has been exhausted. Approved compassionate leave will be paid at 66-2/3% of the employee's regular hourly rate.

When compassionate leave is requested, a committee consisting of the City Manager, Department Director, and Human Resources Director will review the request. Factors considered in granting leave include; patterns of leave abuse, length of employment, hours

requested, and the employee's current personal leave and sick leave hours not used at time of request. Employees requesting compassionate leave will be required to utilize all accrued paid leave prior to receiving.

## ARTICLE 14

### WORKING OUT-OF-CLASS

- 14.01 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.
- 14.02 Any on-the-job training programs designed to upgrade employee's skills, shall not be construed to mean working out-of-class.
- 14.03 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 14.01.
- 14.04 Temporary requirement for management to assign an employee to work in lower classification shall not constitute a reduction in his pay.
- 14.05 The level of work assignment shall not be altered for the express purposes of circumventing Article 14.01.

14.06 Employees that are a certified Communications Training Officer by the Association of Public Safety Communications Officials will received a 5% working-out-of-class pay adjustment for the time assigned to train a new employee. Payment will begin on the first day assigned.

## ARTICLE 15

### HOLIDAYS

15.01 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

15.02 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.

15.03 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, 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 and does not set any precedent for any other employees, classifications, or positions.

15.04 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 15.01, 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.

15.05 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).

~~15.06 Notwithstanding the above, due to budgetary limitations the payment of holiday pay is suspended October 1, 2009 and sections 15.01 through 15.05 do not apply. The holidays listed in section 15.01 are classified as UNPAID holidays. Payment of holiday pay will return, and sections 15.01 through 15.05 will once again apply, beginning October 1, 2011, unless reinstated earlier at the discretion of the City Manager.~~

~~15.07 Holiday Time Pay Purchase Program — A payroll deduction plan providing for the replacement of eight eight (88) hours of holiday pay is~~

~~created. The payroll deduction will take place over a twelve (12) month period beginning October 1, 2009, and continue during the period holidays remain unpaid. The purpose of the payroll deduction is to provide employees with relatively consistent paychecks during pay periods in which unpaid holidays occur.~~

~~15.08 — An appropriate amount of pay will be deducted from each bargaining unit members' bi-weekly paycheck during all pay periods. An appropriate amount of pay will be added to each bargaining unit members' bi-weekly paycheck during pay periods when unpaid holidays occur providing for relatively equal bi-weekly paychecks.~~

~~15.09 — If a bargaining unit member separates from City employment and has not used his or her purchased holiday time pay, deductions shall be refunded on the final payroll check. If an employee separates from City employment and he or she has received more pay than has been deducted in the payroll deduction plan by not completing the payroll deduction through the end of the year, the amount due the City shall be deducted from their final payroll check.~~

15.40 06 Any Department Head who finds it necessary to do so may require employees to report for work on any of the ~~unpaid~~ holidays listed in this Article. An employee who works on an ~~unpaid~~ a holiday shall be compensated at one and one-half (1 1/2) 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.

~~15.11 This Article may be reopened by the City or the Union between June 1, 2011 and September 30, 2011.~~

## ARTICLE 16

### INSURANCE

- 16.01 Health Insurance: Effective October 1, 2011 the City agrees to pay 85% of the total cost of the City's self-insured health benefit plan for bargaining unit members and/or their lawful dependents. It is the City's intent to explore alternatives to its existing self-insured health benefit plan. Should the City determine that an alternative plan is beneficial, then the City may, at its option, contract for a different plan, and the City agrees to pay 85% of the cost of said plan for bargaining unit members and/or their lawful dependents.  
~~2009 the Employee agrees to pay 10% of the total cost for single coverage. The Employee agrees to pay 20% of the total cost for family or employee plus one coverage. Effective October 1, 2010 the employee will pay any increase in premiums. Employees health insurance rates are attached for the period October 1, 2009 through September 30, 2010.~~
- 16.02 Life Insurance and Long-Term Disability: The City agrees to pay the full amount of monthly cost for Bargaining Unit members who participate in the City's group life and long-term disability insurance policy. Life Insurance coverage shall be in the amount of two times the employees' annual salary. Additional coverage may be purchased at the employee's expense.
- 16.03 Dental Insurance: The City agrees to pay 100% of the cost for single dental insurance coverage. ~~Effective October 1, 2009, the employee will pay any increase in premiums from the rate in effect on September 30, 2009.~~
- 16.04 Vision Insurance: The City will provide vision insurance for employees with

the cost for single or dependent coverage paid for by the employee.

16.05 Health Care Committee: The Health Care Committee will 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 City reserves the ultimate right to decide on self-insurance, insurance carriers, plan specifications, and the nature and scope of insurance coverage.

**A.F.S.C.M.E.**

**HEALTH INSURANCE PREMIUM**

**EFFECTIVE OCTOBER 1, 2009**

**10%/20%**

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EMPLOYEE BI-WEEKLY  
PREMIUM CONTRIBUTION

**HRA**

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Employee	\$ 16.34
Employee + 1	\$ 58.99
Family	\$ 78.89

**POS**

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Employee	\$ 27.73
Employee + 1	\$100.04
Family	\$133.87

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

- 17.01 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.
- 17.02 Paid and Unpaid Leave: Leave taken for Family or Medical reasons must be taken as paid leave (accrued vacation, sick leave, and compensatory “comp.” leave) until all such leave is exhausted. 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.
- 17.03 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, 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.

17.04 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.

17.05 Maternity leave shall be treated as any other medical disability whereby accrued leave time shall be utilized for the period of disability in accordance with City policies. A bargaining unit employee who becomes pregnant may continue working in her position prior to delivery unless the employee develops an illness or physical condition which might reasonably cause harm to the unborn child or employee. In the event that a pregnant bargaining unit employee provides a doctor's statement that the employee has developed an illness or a physical condition that might reasonably cause harm to the unborn child or employee, the City shall make an effort to place such employee in a light duty assignment. ~~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.~~

A pregnant employee denied a light duty assignment may be granted a leave of absence pursuant to the provisions of this Article.

- 17.06 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 18

### LABOR MANAGEMENT/SPECIAL MEETINGS

- 18.01 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.
- 18.02 There shall be a Labor Management Committee consisting of the following representatives:
- A. AFSCME Local 2017 President and up to two (2) representatives of the bargaining unit which shall be appointed by the Local; and a Council 79 representative, and
  - B. The City Manager and Human Resources Director or designee shall represent the City. The City may elect to have other managers or directors present as needed.
- 18.03 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 to be determined by the City. This shall not preclude other Labor/Management meetings being scheduled in the event of an emergency issue.

- 18.04 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.
- 18.05 It is mutually understood and agreed that the City shall compensate the representatives of the Union and employees in the Bargaining Unit for time spent in meetings, conferences, or negotiations.
- 18.06 The City and the Union will mutually agree on the time of negotiations.

## **ARTICLE 19**

### **BEREAVEMENT LEAVE**

- 19.01 The City shall grant up to five (5) working days of leave with pay in the event of the death of a member of the employee's immediate family. The employee's immediate family shall be defined to include father, mother, spouse, child, step-child, father-in-law, mother-in-law, sister and brother-in-law, brother and sister-in-law, grandparent, grandchildren, foster parent, step-parents, or legal guardian.
- 19.02 Leave may be taken prior to and including the day of the funeral or immediately following, but all days taken for bereavement leave must be taken consecutively and within 30 calendar days surrounding the date of death.
- 19.03 Satisfactory proofs of deaths or relationship described herein must be furnished to the Department Head or designee upon request.

## **ARTICLE 20**

### **TIME OFF FOR VOTING**

20.01 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, or if early voting is available, it shall be considered sufficient time for voting.

## ARTICLE 21

### PROMOTIONAL VACANCIES

- 21.01 When a vacancy has occurred within the bargaining unit as determined by the City 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 an initial period of 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 shall be considered for positions within their department when there 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 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.
- 21.02 Vacancies will be filled 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 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. Performance history
- f. Required licenses and certificates, including all State regulations for water and wastewater licensing
- g. Interview

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.

21.03 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.

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.

21.04 Promotions: Any employee who is promoted to a classification having a higher pay grade than his current pay grade shall receive a minimum 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 minimum increase of 10% or minimum rate of the new classification, 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.

## **ARTICLE 22**

### **SAFETY AND HEALTH**

- 22.01 Both parties agree to make a concerted effort to conform and comply with applicable laws as to safety and health.
- 22.02 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.
- 22.03 Employees covered by this Contract shall comply with all safety rules and regulations established by the City.
- 22.04 Should an employee believe that unsafe working conditions exist in 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.
- 22.05 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.
- 22.06 The City and the Union agree to follow Florida State Statute 440.102 and City of Naples Policies & Procedures as it relates to a drug-free workplace.

## ARTICLE 23

### WAGES

- 23.01 Effective October 1, 2009, the wages of all bargaining unit members are frozen at the hourly rate in effect on September 30, 2009.
- 23.02 Prior to reclassifying or upgrading any bargaining unit positions, the City will meet with the Union to discuss changes. This does not preclude management's right to make a change.
- 23.03 Civil Emergency Pay: In the event of a declared civil emergency, bargaining unit employees shall be compensated in accordance with Section 27: "Disaster Preparedness and Administration" of the City of Naples Personnel Policies and Procedures Manual.
- 23.04 Probationary Employees: The initial probationary period for all employees covered under this Contract shall be six (6) months.
- 23.05 All bargaining Unit employees will be paid every two weeks.
- 23.06 This Article may be reopened by the City or the Union between June 1, ~~2011~~ 2012 and September 30, ~~2011~~ 2012 and/or June 1, 2013 and September 30, 2013.

**ARTICLE 24**

**OTHER MONETARY ISSUES**

24.01 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. ~~Due to budgetary limitations no holiday season bonus will be paid in calendar years 2009 and 2010.~~

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

5-9 Years	\$ 500
10-14 years service	\$1000
15-19 years service	\$1500
20-24 years service	\$2000
25-29 years service	\$2,500
30+ years service	\$3,000

24.03 Licenses/Certifications: The employer shall pay for any job-required CDL endorsement renewal fees and job-required certifications or renewals for regular full-time employees who have satisfied their initial probationary period. This does not apply for licenses/certifications required for initial hire or promotion.

24.04 Safety Shoe Allowance: An annual safety shoe allowance of up to \$125 will be provided to designated full-time, regular employees 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. Employees are required to submit a receipt to their supervisor verifying purchase of approved safety shoes. The employee will then receive reimbursement up to \$125 each calendar year. Reimbursement requests must be submitted within thirty (30) days of the purchase.

24.05 Tool Allowance: An annual tool allowance of \$400 will be provided to all regular, full-time Equipment Services Mechanics by March 1 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.

24.06 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. Payment of this annual bonus will be made by March 1 of each year.

## ARTICLE 25

### PENSION

- 25.01 The City and the Union agree that the retirement benefits for all bargaining unit members contained in the City of Naples, Code of Ordinances, Chapter 29, Article 3, shall be frozen effective September 30, 2011. Said benefits shall be calculated as of the frozen date and bargaining unit members shall be entitled to any and all benefits earned prior to the frozen date as set forth in the Plan Ordinance. ~~shall continue to provide bargaining unit employees with the Retirement Plan and related benefits currently contained within the Code of Ordinances, City of Naples, Chapter 29, Article 3. 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.~~
- 25.02 The City and the Union agree that the retirement benefits for all bargaining unit members after the above frozen date will be reduced to those specified in the new plan Ordinance to be effective on September 30, 2011. Each member shall contribute 5% of salary to the Retirement Plan. Thereafter, 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.
- 25.03 ~~The Union and/or the City shall have the right to reopen this article one time during this contract period.~~

## **ARTICLE 26**

### **EDUCATION**

26.01 The City agrees to reimburse Bargaining Unit employees for up to nine (9) credit hours of work per calendar year or an annual maximum amount of \$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, Human Resources Director, and the City Manager is required prior to registration for the class.

26.02 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, Human Resources 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 15<sup>th</sup> of each year, not to be approved until after October 1 of that year. Funding must be requested through the budget process.

26.03 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 taken at an institution accredited by the Southern Association of College and Schools (SACS).

26.04 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 the employee's final pay check.

26.05 The City will not reimburse Bargaining Unit employees for registration or finance charges associated with course work.

26.06 Eligible bargaining-unit employees include those who are not on initial probation or performance probation.

## **ARTICLE 27**

### **CHANGE OR AMENDMENTS**

27.01 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 28**

### **SEVERABILITY**

28.01 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.

28.02 Should any provision of this Contract be found to be in conflict with any federal, state, or municipal law, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract. Any benefit, privilege, or working condition existing prior to this Contract or of statutory law, and not specifically covered by this Contract, shall remain in full force and effect unless amended, modified, or changed by mutual consent of both parties.

## ARTICLE 29

### ENTIRE CONTRACT

- 29.01 The parties hereto may commence negotiations under applicable law on any succeeding contract that takes effect upon termination of this contract.
- 29.02 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.
- 29.03 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.
- 29.04 The contract shall be effective as of the date of the contract and shall remain in force up to and including September 30, ~~2012~~ 2014.

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Russ Duggan  
President, Local 2017  
AFSCME Council 79, American  
Federation of State, County  
And Municipal Employees

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A. William Moss  
City Manager  
City of Naples

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Irwin Scharfeld  
Chief Negotiator  
AFSCME Council 79

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Roger Reinke  
Asst. City Manager  
City of Naples Bargaining Agent

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Jeanette D. Wynn  
President  
AFSCME Council 79

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

ATTEST:

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Tara Norman  
City Clerk  
City of Naples