

CONTRACT BETWEEN

CITY OF NAPLES

AND

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA,  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
GSAF/OPEIU, LOCAL 100, AFL-CIO

OCTOBER 1, 2009

THROUGH

SEPTEMBER 30, 2012

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## **PREAMBLE**

This Contract is entered into as of October 1, 2009; between the City of Naples, Florida, hereinafter referred to as the "City", and the Government Supervisors Association of Florida, Office and Professional Employees International Union, GSAF, Local 100, AFL-CIO; 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 The Government Supervisors Association of Florida, Office and Professional Employees International Union, GSAF, Local 100, AFL-CIO (hereafter Union), was issued Certification Number 1501 and 1549, by the Public Employees Relations Commission, on September 20, 2004, as the exclusive collective bargaining representative for the included unit which is incorporated herein by this reference, for the purpose of Collective Bargaining with respect to wages, hours, terms and conditions of employment.
- 2.02 The Union recognizes that the City Manager is the collective bargaining representative for all the departments of the City employing members of the bargaining unit. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or designee.
- 2.03 Notification of new classifications and copies of revised job descriptions within this bargaining unit are for information purposes only. New classifications and new or revised job descriptions shall be provided to the Union's designated representative ten (10) working days prior to approval and or implementation to provide the Union the opportunity to 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 classifications 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 as determined by the Union for those employees who individually request in writing 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 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.
- 3.04 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.

3.05 Any employee may withdraw his dues check-off authorization upon written request and thirty (30) days notice to the Union President and the Human Resources Director.

\*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 of the Union shall, with the prior written 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. However, if access is denied an alternative time and/or location will be offered to the GSAF representative to conduct the Union's legitimate business. 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.
- 4.02 A complete list of representatives, including alternate representatives, shall be furnished to the City each quarter and any changes of these shall be promptly reported in writing to the Human Resources Director or his designee.
- 4.03 Alternate representatives may also serve to represent a regular representative in processing a grievance on his own behalf.
- 4.04 A Union representative or attorney may also serve to represent another representative, local board member, or any member of the local in processing a grievance on his own behalf.
- 4.05 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 and where it is to be performed. Such authorization shall not be unreasonably withheld unless the action directly conflicts with work needs and requirements of the department at that time. 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 representative to report immediately to their Supervisors. Only one (1) Union Representative (i.e. regular representative, alternate, or Union Official) will be permitted to serve in this capacity for any specific situation.

4.06 The City will provide a quarterly (January, April, July & October) printout of all new employees covered by this Union.

4.07 A bargaining unit employee shall have the right to be represented by a union representative, GSAF representative, or attorney for any disciplinary inquiry, disciplinary session, or pre-determination meeting where the bases for any such inquiry, session, or meeting are anticipated discipline. It is understood and agreed that the representative will serve as an observer or witness during this meeting. At the end of the session the representative will be give an opportunity to raise questions.

## 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.

## 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 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 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, Civil Emergency, during the time of the declared emergency, provided, however, a grievance arising during the suspension of this 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 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.

