



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF JACKSONVILLE**

**AND**

**THE JACKSONVILLE SUPERVISORS ASSOCIATION, INC.**

**(SUPERVISORS BARGAINING UNITS)**

**October 1, 2017 through September 30, 2020**



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## **PREAMBLE**

This Agreement is entered into between the Consolidated City of Jacksonville and its Independent Agencies, hereinafter referred to as the "**City**" or "**Employer**", and the Jacksonville Supervisors Association, Inc., hereinafter referred to as the "**JSA**". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as a result of implementing this Agreement, 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 shall be no individual arrangements or agreements made covering this Agreement or any part thereof contrary to the terms provided herein. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

It is understood that the **Employer** is engaged in providing essential public services which vitally affect the needs, health, safety, comfort, and general well-being of the citizens of this **City** and public at large, and both parties hereto recognize the need for continued and reliable service to these citizens. The **Employer** agrees to make a copy of this Agreement available to all of its management personnel.

The **Employer** will provide a minimum of ten (10) written copies and make available one (1) electronic copy of the executed and ratified Agreement to the **JSA**.

## ARTICLE 1: JSA RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Part II, Chapter 447, Florida Statutes, and the Rules and Regulations of the Florida Public Employees Relations Commission (PERC), the **Employer** recognizes that the **JSA** is certified by PERC as the exclusive bargaining representative for those employees, (Appendix A and B or others that may be added as needed), in the defined bargaining units of supervisory employees for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.
- 1.2 It is understood and agreed the President of the **JSA** and/or his/her designee will be the official spokesperson for the **JSA** in any matter between the **JSA** and the **Employer**.
- 1.3 The **JSA** President or Vice President in the President's absence, shall be granted reasonable time off during working hours without loss of pay for the purpose of appropriate **JSA** activities requiring his/her presence upon notifying and securing the approval of his/her immediate supervisor. Such approval shall not be unreasonably withheld. In the case of a **City**-called meeting which requires the presence of the President or Vice President, the **City** shall be responsible for notifying the immediate supervisor of the President or Vice President.

## **ARTICLE 2: JSA ACTIVITY**

- 2.1** Employees in the designated bargaining units shall have the right to join or refrain from joining the **JSA**, and to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection.
- 2.2** In employment, job assignment and employee/employer relations, no procedure shall discriminate against any employee on the basis of age, disability, gender, race, creed, national origin, or marital status.
- 2.3** There shall be no restraint, discrimination, intimidation, or reprisal against any employee for bringing any grievance under the provisions of this Agreement or because of the employee's membership or lack of membership in the **JSA**, or by virtue of his/her holding office or not holding office in the **JSA**.



## ARTICLE 3: DUES DEDUCTION

- 3.1 Upon receipt of a written authorization from an employee covered by this Agreement, the **Employer** will deduct from the employee's pay the amount owed to the **JSA** by such employee for dues. This provision will provide for twenty-six (26) deductions per year.
- 3.2 The **Employer** will remit to the **JSA** the sums deducted pursuant to Article 3.1, no later than the tenth day of the month following such deductions. The **Employer's** remittance will be deemed correct if the **JSA** does not give written notice to the **Employer** within two (2) calendar weeks after a remittance has been received, of its belief that the remittance is incorrect, and the reasons for that belief. The **Employer** will remit dues collected along with a roster by employee full name, in alphabetical order.
- 3.3 Changes in the **JSA** membership dues rate will be certified to the **Employer** in writing over the signature of the authorized officer or officers of the **JSA**. Certification shall be done at least thirty (30) days in advance of the effective date of the rate change.
- 3.4 The **Employer** may assess a charge of up to six (6) cents per deduction per payroll in which such dues are collected.
- 3.5 No deduction of dues shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after deduction, are less than the amount of dues to be deducted.
- 3.6 Any member may notify the **City's** Payroll Section in writing of his or her desire to revoke authorization for dues deduction. The Payroll Section will provide a standard form for this purpose. Discontinuation of dues deduction will be made on the first available payroll following the Payroll Section's receipt of the notification. The **Employer** will provide the **JSA** with a copy of the employee's notification to revoke dues deduction authorization.
- 3.7 The **JSA** will indemnify, defend, and hold the **Employer** harmless against any claim made, and against any suit against the **Employer** on account of any deduction of dues.

## ARTICLE 4: AGENT OF RECORD

- 4.1 The **Employer** agrees to provide a payroll deduction process that is to be available to employees in the bargaining units for various employee plans. These plans shall be administered by the "Agent of Record" so designated by the **JSA**. This provision shall not be construed to compel the **Employer** to enter into any contractual arrangements with third parties or to undertake any legal liability not expressly provided for in this Agreement.
- 4.2 The **Employer** may assess a charge not to exceed six (6) cents per deduction per payroll.
- 4.3 The **JSA** will indemnify, defend, and hold the **Employer** harmless against any claim made, and against any suit against it on account of any deductions made pursuant to this Article.

## **ARTICLE 5: WORK SITE VISITATIONS**

The Business Agent of the **JSA** may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the **Employer**. The Business Agent shall be able to talk with employees in the bargaining unit before or after regular working hours or during lunch hours of said employees on **Employer** property in areas designated by the **Employer**. Arrangements will be made for the Business Agent of the **JSA** to be admitted to the property of the **Employer** during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties; provided such visitation is not disruptive to the work force. However, no employees shall be required to talk with any Officer or Business Agent of the **JSA**.

## ARTICLE 6: BULLETIN BOARDS

- 6.1** The **JSA** will be provided a reasonable portion of a bulletin board in each location by the **Employer** for the purpose of posting notices or other information pertaining to **JSA** activities. In addition, the **JSA** will be provided with centralized electronic posting ("electronic bulletin board") within the **City** system, for the same purpose.
- 6.2** The **JSA** agrees that it shall use its space on the bulletin boards provided for in Article 6.1 above, to post notices or other information related to the following:
- Notices of **JSA** Meetings
  - Elections of **JSA** Officers
  - Reports of **JSA** Committees
  - Rulings and Policies of the **JSA**
  - Recreational and Social Affairs of the **JSA**
  - JSA** Informational Bulletins
- 6.3** No materials, notices, or announcements shall be posted by the **JSA** which contains anything political or which would adversely reflect on the **Employer**, its officials, managers, consultants, or agents, its Independent Agencies, its employees, or any labor or employee organization. Any violation of this Article by the **JSA** shall entitle the **Employer** to cancel immediately the provisions of this Article and remove the posting in violation.
- 6.4** Notices or other information intended for the regular bulletin boards shall be submitted to the Director of Employee Services or designee for approval as to compliance with Article 6.3 before posting, and shall be dated and initialed by the **JSA** President and the Director of Employee Services or designee before being posted.
- 6.5** Notices or other information intended for the electronic bulletin board shall be submitted electronically via e-mail to the Director of Employee Services or designee for approval as to compliance with Article 6.3 before being posted. Notices or other information intended for the electronic bulletin board shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.
- 6.6** When the **JSA** needs to access **City** facilities to update information on the regular bulletin boards, the **JSA** shall contact the Director of Employee Services or designee to make arrangements to do so.

- 6.7** Any alleged abuse of the bulletin boards will be a matter for a conference between the proper official of the **JSA**, the Director of Employee Services or his/her designee, and the appropriate member of the agency involved. Such meeting or conference shall be held within three (3) working days after receipt of a written complaint by either the **Employer** or the **JSA** that such a violation exists.

## ARTICLE 7: MANAGEMENT RIGHTS

- 7.1** Except as expressly abridged by any provision of this Agreement, it is the right of the **Employer** solely and exclusively to determine unilaterally the purpose of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract.
- 7.2** The **Employer** also retains the following management rights, except as expressly abridged by any provision of this Agreement:
- A.** to direct its employees;
  - B.** to take disciplinary action for proper cause;
  - C.** to relieve its employees from duty because of lack of work and other legitimate reasons;
  - D.** to establish the hours of work, work week, and work day except as expressly abridged by any provision of this Agreement;
  - E.** to control and regulate the use of all equipment and other property of the **Employer**; and
  - F.** to require employees to observe **Employer** policies and all City, State and Federal laws and regulations.
- 7.3** The exercise of management rights shall not preclude employees or their representatives from raising grievances about the particular consequences which decisions on these matters may have on terms and conditions of employment, as provided in this Agreement.

## ARTICLE 8: MANAGEMENT SECURITY

- 8.1** Subject to the specific provisions of this Agreement and Chapter 447, Florida Statutes, the **JSA** and its officers, agents, and members agree that during the life of this Agreement they shall not instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of **Employer** operations, or similar activity. The consideration for such provision is the right to a resolution of disputed questions.
- 8.2** Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this Article.
- 8.3** The only question that may be raised in any proceedings, grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppage of work, intentional interruptions of **Employer** operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.
- 8.4** The **Employer** and the **JSA** agree that the **Employer** shall be allowed to take all actions necessary to comply with the Americans with Disabilities Act as amended.

## ARTICLE 9: SALARY PLAN

- 9.1 A. It is the policy of the **Employer** to properly recognize all supervisory personnel as constituting a part of Management.
- B. Further, it is the policy of the **Employer** to pay fair and equitable salaries, based upon the responsibility of the position within the **City** and upon the performance of the individual occupying that position.
- C. This Salary Program and subsequent adjustments shall be consistent with public policy and within allocated financial resources.
- D. Articles (B) and (C) are not subject to arbitration.

### 9.2 Salary Schedule and Plan:

- A. Each classification in the bargaining unit is assigned to a Pay Grade based upon the evaluation of the classification. Each Pay Grade will consist of a salary range with minimum and maximum rates.
- B. An employee's base salary shall not exceed the maximum rate of the pay range for the classification. Any annual and/or performance-based increase, or portion thereof, that would place the employee's base rate over the maximum, shall be paid to that employee in the form of a lump sum.

- 9.3 A. Initial compensation will be determined by the Employer. Where warranted by the candidate's education and experience, the Director of Employee Services may approve a higher initial compensation.
- B. Where there have been demonstrated difficulties in recruiting qualified candidates for specific classifications within the bargaining unit, the Director of Employee Services may authorize a higher starting rate within the range for candidates meeting minimum qualifications. The Director of Employee Services will notify the **JSA** of such date prior to implementation. The Director of Employee Services will review the recruiting situation and the higher starting rate at least annually. When a higher starting rate has been authorized pursuant to this Article, all candidates meeting the minimum qualifications will be given the higher start rate.
- C. When an employee is hired at a rate above the minimum rate of the range in accordance with Article 9.3(A) or (B), other employees in the class in the same organizational unit, with similar education and experience, will have their base salaries increased to that of the new employee to include the amount of the new employee's end



of probation increase upon hire, except that employees who are subject to disciplinary reductions in pay shall not be granted such increases until expiration of the disciplinary reduction.

- D.** When an employee is hired at a rate above the minimum rate of the range, the Director of Employee Services, upon the request of the department head, may approve an increase in base salary for employees in higher level classes within the class series in the same organizational unit, who possess similar education and experience, and whose salaries are less than five percent (5%) above the highest paid newly-hired employee in the lower classification. When approved, such increases may be granted, within the pay range, up to five percent (5%) above that of the highest paid newly-hired employee in the lower classification. When the newly-hired employee completes probation and receives a five percent (5%) end of probation increase pursuant to Article 9.3(E), those employees in the higher classification who received the initial salary adjustment shall have their salary increased by five percent (5%). When requested and approved, equity increases pursuant to this Article shall be granted to all comparably qualified employees in the organizational unit, except that employees on probation or who are subject to disciplinary reductions in pay shall not be granted such increases until successful completion of probation or expiration of the disciplinary reduction.
- E.** Upon successful completion of the initial probationary period, the base salary of the new employee, and any other employee similarly treated in accordance with Article 9.3(A) or (B) above, shall be advanced five percent (5%) or to the maximum of the range, whichever is less.
- F.** When an employee is promoted to a classification in a higher Pay Grade, the employee's base salary shall be increased by five percent (5%) or to the minimum rate of the range, whichever is greater. In no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion. Upon satisfactory completion of the probationary period, the base salary of the employee shall be advanced five percent (5%) or to the maximum rate of the range, whichever is less. Positions that require a one (1) year probationary period, upon satisfactory completion of the first six (6) months of probation, shall be given a 5% increase in lieu of the end of probation increase. This provision in no way shortens the aforementioned probationary period. If an employee fails to complete probation, the employee's salary will revert in accordance with Article 9.6(B). Where the Director of Employee Services, with the concurrence of MBRC, has determined that it is appropriate for recruitment or retention of employees, classifications with high employee turnover may be designated as

eligible for salary increases of fifteen percent (15%) upon promotion. Employees in classifications so designated shall not receive end of probation increases.

- 9.4** An employee who is reinstated to a former classification from the appropriate eligibility list may be paid up to the rate at which he/she was being paid just prior to separation from the class, plus any general adjustment made while the employee was separated from the class. In the event that new employees have been hired in the same classification in the same organizational unit with similar education and/or experience and have been granted advanced appointment rates above the rate being paid to the former employee just prior to separation, the former employee may be rehired at the same advanced appointment rate.
- 9.5** In the event of the return to duty of an employee who left the classified service as a result of entering into the Armed Forces, the normal procedure shall be to place the employee at the level in the salary range the employee occupied prior to the military leave of absence in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and as may be amended from time to time. In the event that new employees have been hired in the same classification, in the same organizational unit with similar education and/or experience and have been granted advanced appointment rates above the rate being paid to the former employee just prior to separation, the former employee may be rehired at the same advanced appointment rate.
- 9.6 A.** When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee will be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum rate of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum rate of the range. If the employee is promoted again within a twelve (12) month period following the demotion, he/she will not receive a promotional increase or end of probation increase, unless his/her salary was reduced at the time of demotion to the maximum rate of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion plus any increase the employee would have received if not demoted.
- B.** An employee who is promoted and subsequently returns to his/her former position prior to attaining permanent status in the higher class (reversion demotion) shall have a salary reduction to the base salary the employee was receiving prior to promotion plus any increase the employee would have received if not promoted.

- C. In the case of a voluntary demotion to the next lower classification in the class series, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate that results in a five percent (5%) reduction in salary, or to the maximum of the range, whichever results in the larger reduction. If the employee is promoted again within a twelve (12) month period following the demotion, he/she will receive a promotional increase of five percent (5%) upon promotion, but will not receive an end-of-probation increase unless his/her salary was reduced more than five percent (5%) at the time of demotion. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion plus any increase the employee would have received if not demoted.
- 9.7 The pay of an employee who is reassigned to another position at the same Pay Grade shall remain the same. The pay of an employee whose classification is reallocated to a higher Pay Grade shall be established in accordance with the following:
- A. Employees whose current base salaries are below the minimum rate of the range of the new Pay Grade will have their base salaries raised to the minimum rate of the range.
  - B. Employees whose current base salaries are above the maximum rate of the range of the new Pay Grade will be placed in the new Pay Grade at their current base salaries.
  - C. Employees whose current base salaries are within the minimum and maximum rates of the range of the new Pay Grade will be placed on the new schedule at their current salaries. With the concurrence of the appropriate budgetary authority, the Director of Employee Services may approve pay adjustments for employees in classifications for which the pay grade is elevated. Such increases shall not exceed five percent (5%) for a one (1)-grade elevation, ten percent (10%) for a two (2)-grade elevation and fifteen percent (15%) for a three (3)-grade elevation. Such increases shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned.
- 9.8 When employees are demoted or otherwise reassigned in connection with a Reduction in Force or ADA placement, the **Employer** will determine the base pay levels of all affected employees taking into consideration all equity issues. The Employer will make every reasonable attempt to not exceed a ten percent (10%) reduction in the employee's base salary.
- 9.9 A. A supervisor's base salary shall be at least five percent (5%) above the base salary, in addition to other Supervisory differential, of a duly assigned civil service subordinate, provided the subordinate's base

salary is within the authorized range of the Pay Grade. The base salary of any subordinate employee which is above the authorized maximum of the Pay Grade shall not form the basis for payment of the five percent (5%) salary differential to the extent that it would exceed the maximum of the pay range of the supervisor's classification.

- B.** Under no circumstances shall a supervisor's base salary exceed the maximum of the range (which is applicable to that supervisor) as a result of this provision. The supervisor shall receive the higher salary as long as the circumstances that gave rise to the increase exist, including during any temporary absences of either the subordinate or supervisor.
  - C.** The supervisor will continue to receive the same dollar amount of supervisory differential added to the reduced disciplinary base pay, but will not have his/her salary increased to the full amount of five percent (5%) above the higher-paid subordinate.
  - D.** An employee who is receiving supervisory differential shall be eligible for an additional five percent (5%) differential when working out-of-classification as defined in Article 9.10. In no case, however, shall the adjusted salary level exceed the maximum rate of the salary range of the higher position.
  - E.** An employee who is assigned to out-of-classification work, and as a result of that assignment temporarily supervises higher-paid employees, shall receive the supervisory differential only under the following circumstances:
    - (1)** the employee assigned the out-of-classification work is underfilling a vacated position; or
    - (2)** the employee is assigned the out-of-classification work for a position in which the incumbent is on a continuous leave of paid or unpaid absence of at least six (6) months. If the leave of absence period is unknown at time of assignment, any required payment shall be paid retroactively on the first pay period following the end of the six (6) month period.
- 9.10** When an employee is required by the **Employer** to accept the responsibility for work in a higher classification for at least one (1) hour, the employee shall receive a five percent (5%) increase or the minimum rate of the range of the higher class, whichever is greater. In no case, however, can the adjusted salary level exceed the maximum rate of the salary range of the higher position. Employees must meet the minimum requirements of the higher level position to be assigned. Employees assigned will be eligible for out of classification pay. The employee will

receive the increased rate of pay for all time actually worked in the higher classification. An employee may be temporarily assigned to work in any position of the same or lower classification with no increase in pay. A temporary period of time shall not be more than six (6) months.

- 9.11** Requirements for advancement and other purposes as specified in these procedures shall be based on continuous service which is employment in the Consolidated Government. Leave of absence with or without pay shall not break or interrupt continuous service. Leave without pay of one (1) or more days will be deducted when computing the length of service for promotion, range level advancement, vacation leave, service raises, retirements, etc. The employee's anniversary date will be adjusted accordingly. Employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for said period of military service.
- 9.12** The parties recognize that relationships between classifications may change over time as the nature of work evolves and changes. As a result of such changes, those relationships should be reviewed periodically to determine if revisions in pay grade assignments are appropriate.

The **Employer** recognizes the **JSA's** interest in maintaining equity among classifications in the bargaining unit. Accordingly, during the life of this Agreement the **JSA** may notify the Director of Employee Services of its belief that sufficient material changes have occurred in the nature of work assigned to one or more classifications, such that the relationship of that classification(s) to other classes should be reviewed for possible realignment. The Director of Employee Services shall conduct an appropriate review of the circumstances and report the findings to the **JSA** and to the appropriate budgetary authority for action as warranted. This review may include recommendations for pay adjustments for affected employees where appropriate.

The Director of Employee Services is authorized to make such changes to the Pay Plan as may be necessary to implement the findings except that no current employee shall have his or her pay adversely affected as a result of such changes.

## ARTICLE 10: WAGES

### 10.1 Wage Increases

#### A. General Wages:

5.0% increase effective as of October 1, 2017  
4.5% increase effective as of October 1, 2018  
4.5% increase effective as of October 1, 2019

#### B. Starting rates of the Pay Grades will change as follows:

5.0% increase effective as of October 1, 2017  
4.5% increase effective as of October 1, 2018  
4.5% increase effective as of October 1, 2019

#### C. Maximum rates of the Pay Grades will change as follows:

5.0% increase effective as of October 1, 2017  
4.5% increase effective as of October 1, 2018  
4.5% increase effective as of October 1, 2019

### 10.2 A. Performance-Based Pay Increases

For the duration of this agreement, no pay for performance increases are authorized and provision 10.2B shall not be in effect.

#### B. The performance pool will be distributed as follows:

- (1) Bargaining unit members who received ratings of "Full Performance" (Level 3), "Exemplary Performance" (Level 4) and "Distinguished Performance" (Level 5) will participate in the pool.
- (2) Employees whose performance is rated as "Exemplary" will be paid one hundred twenty percent (120%) of the amount paid to employees whose performance is rated at the "Full Performance" level.
- (3) Employees whose performance is rated as "Distinguished" will be paid twenty percent (20%) above the amount paid to employees whose performance is rated at the "Exemplary" level.
- (4) Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.

- (5) Percentage increases granted under this formula will be capped at four percent (4%) for employees whose performance is rated "Exemplary" and at five percent (5%) for employees whose performance is rated "Distinguished."

C. If conditions exist which justify pay increases to provide equity, or for other reasons not provided in this Plan, the Director of Employee Services and the Department Director, with the concurrence of the appropriate budgetary authority, may approve a special pay increase for any employee. Such increase shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned.

**10.3 Shift Differential**

Employees assigned to work any shift other than the day shift (start time between 4:00 a.m. and 11:59 a.m.) shall receive the following shift differential pay:

<b>Starting Time:</b>	<b>Differential:</b>
From 12:00 p.m. through 10:29 p.m. -----	3% base pay
From 10:30 p.m. through 3:59 a.m. -----	6% base pay

The following differential shall apply for employees of the Jacksonville Sheriff's Office and the Jacksonville Fire and Rescue Department:

<b>Starting Time:</b>	<b>Differential:</b>
From 12:00 p.m. through 10:29 p.m. -----	6% base pay
From 10:30 p.m. through 3:59 a.m. -----	3% base pay

Shift differential eligibility is based on the shift starting time and the differential shall be determined by the shift in which the majority of the work hours fall.

**10.4** Employees shall receive an increase in annual salary of three hundred and ten dollars (\$310.00) for every five (5) year period of continuous service with the **Employer**, computed from their date of initial employment. This increase shall be in addition to any general or special raises which may be granted from time to time.

**10.5** Supplemental pay may be granted to the employees of the Tax Collector's Office who have attained the Certified Florida Collector Assistant designation. This supplemental pay may be granted as a result of the employee's exhibiting increased productivity and efficiency and is solely at the discretion of the Tax Collector's Office and the **Employer**.

- 10.6** In addition to their regular wages, employees in certain classifications in the bargaining unit will receive one hundred dollars (\$100) per month (paid bi-weekly) hazardous duty pay, provided the employee worked or was on paid leave at least eighty (80) hours per month.

Mosquito Control Crew Leader	Mosquito Control	
Mosquito Control Aviation Supervisor	Mosquito Control	
Mosquito Control Operations Supervisor	Mosquito Control	
Mosquito Control Working Supervisor	Mosquito Control	
Animal Code Enforcement Supervisor	Animal Care and Protective Services	Must be directly involved in handling animals
Animal Care and Maintenance Supervisor	Animal Care and Protective Services	Must be directly involved in handling animals
Animal Community Relations Supervisor	Animal Care and Protective Services	Must be directly involved in handling animals
Veterinary Technician Supervisor	Animal Care and Protective Services	Must be directly involved in handling animals
A&P Mechanic Working Supervisor	JSO	

\* Other positions as identified by management.

- 10.7** Supplemental pay of one hundred dollars (\$100) per month (paid bi-weekly) shall be paid to those Emergency Communications Officers (ECO's) permanently assigned to the Fire Department who maintain certification as an EMT. Supplemental pay of one hundred fifty dollars (\$150.00) per month (paid bi-weekly) shall be paid to those ECO's permanently assigned to the Fire Department who maintain certification as a Paramedic. Supplemental pay will not be duplicated for EMT and Paramedic certifications.

- 10.8** In addition to their regular wages, employees who perform work while in an aerial bucket shall receive a fifteen percent (15%) differential above their base pay for the period of time they actually work in the aerial bucket.

**10.9 Inmate Supervision**

The **City**, in its sole discretion, upon consultation with the **JSA**, may establish pay differentials for **JSA** classifications with responsibility for direct supervision of inmates. If such a differential is established, the **City** will



notify the **JSA** at least two (2) weeks in advance of the differential implementation.

## 10.10 Supplemental Financial Opportunities and Options

### A. Incentive Programs

The **Employer**, at its sole discretion, may from time to time implement incentive programs for individuals or groups consisting of awards and/or cash and/or refreshments (For example: coffee and donuts) in recognition of performance improvements, innovative ideas resulting in savings and/or benefits, or other similar improvements that are work related and can be documented and measured. The **Employer** agrees to furnish the **JSA** with a written copy of the **Employer's** incentive plans as they are developed and/or amended from time to time. The **JSA** may withdraw from participation in the program at any time during the life of this Agreement upon written notice to the **Employer**.

### B. Incentives for Certifications

From time to time, the **Employer** may elect to establish financial incentives to encourage employees to obtain certain work-related certifications or other educational credentials. Incentives may take the form of supplemental pay or one-time or periodic payments. All affected employees will be equally eligible to qualify for, and receive, such incentives under the same terms and conditions. When an incentive program is established, the **Employer** will provide the **JSA** written notice of the following information prior to implementation:

- Classification(s) or organizational unit(s) affected;
- Certifications or other educational credentials to be incented;
- Resources available to employees to obtain the certification or credentials;
- Amount and nature of the incentive, the frequency of payment and the actions necessary for employees to qualify.

### C. Employee Referral Program

From time to time, the **Employer** may elect to establish an "Employee Referral Program" with financial incentives to encourage current employees to refer candidates for employment in **City** jobs. Incentives will be in the form of one-time payments. All eligible employees may participate in such a program and receive incentives under the same terms and conditions. If an Employee

Referral Program is established, the **Employer** will provide the **JSA** with at least two week's written notice of the following information:

- Eligibility criteria for participation;
- Referral criteria;
- Time frame the program is to be effective;
- Amount and nature of the incentive, criteria for payment, frequency of payment and actions necessary for employees to qualify.

## ARTICLE 11: PAY INCENTIVE PLAN FOR COLLEGE CREDIT; LICENSES AND CERTIFICATES

- 11.1 A.** Police Emergency Communications Officers, Fingerprint Technician Supervisors, Police Services Supervisors and Police Service Technicians who are in the Supervisors Bargaining Unit are eligible for pay incentives for college credit, as provided in this Article. All incentives require the employee to possess the applicable degree.

<b>POLICE EMERGENCY COMMUNICATIONS OFFICERS, FINGERPRINT TECHNICIAN SUPERVISORS, POLICE SERVICE SUPERVISORS AND POLICE SERVICE TECHNICIANS</b>		
<b>Degree Requirement</b>	<b>Credit Requirements in addition to or within degree program</b>	<b>Monthly Differential (paid bi-weekly)</b>
AA/AS in identified degree programs	18 credit hours in applicable degree program	\$80.00
AA/AS or BS in any field	15 credit hours toward the "Law Enforcement Certificate"	\$40.00
AA/AS or BS in any field	25 credit hours toward the "Law Enforcement Certificate"	\$80.00
<p>For purposes of this Plan, "Identified Degree Programs" shall mean the curricula as published in the catalog of Florida State College at Jacksonville in the following fields:</p> <p style="padding-left: 40px;">Paralegal Studies, Computer Science, Criminal Justice, Emergency Management</p> <p>For purposes of this Plan, Emergency Management means the program of study outlined by the Association of Public Safety and Communications Officials (APCO).</p>		

\* Other positions as identified by management.

- B.** Fire Emergency Communications Officers, who are in the Supervisors Bargaining Unit are eligible for pay incentives for college credit, as provided in this Article. All incentives require the employee to possess the applicable degree.

<b>FIRE EMERGENCY COMMUNICATIONS OFFICERS</b>		
<b>Degree Requirement</b>	<b>Credit Requirements in addition to or within degree program</b>	<b>Monthly Differential (paid bi-weekly)</b>
AA/AS in identified degree programs	18 credit hours in applicable degree program	\$80.00
For purposes of this Plan, "Identified Degree Programs" shall mean the curricula as published in the catalog of Florida State College at Jacksonville in the following fields: Fire Science Emergency Medical Services Emergency Management		

\* Other positions as identified by management.

**11.2** The following rules shall govern administration of incentive payments for attainment of college credit/degrees.

- A.** Only credit hours from a college or university accredited by the Southern Association of Secondary Schools and Colleges or equivalent will be recognized for incentive pay qualification.
- B.** To qualify for incentive pay under this plan, an employee must have maintained or graduated with a 2.0 GPA or "C" average.
- C.** An employee may only receive one level of incentive pay. Incentive payments for multiple degrees or credits are not cumulative.
- D.** Payment of incentives will be effective as of the first day of the pay period after which the employee provides required documentation of eligibility to the JSO Personnel Division or JFRD Administration Office, except that a newly-hired employee will be eligible for an incentive payment for which he/she qualifies under this plan beginning with the pay period following successful completion of probation.

**11.3** The initial cost of upgrading a license and/or certificate that is a requirement in the employee's current job specifications or that becomes a requirement by law shall be paid for by the **Employer**, excluding a Class E driver's license. The cost of subsequent renewals shall be paid for by the employee.

## ARTICLE 12: HOURS OF WORK

### Work Schedules

#### 12.1 Employees in this bargaining unit may work a variety of schedules.

- A. Five (5) eight (8) hour days, Monday through Friday.
- B. Five (5) eight (8) hour days, this may begin on any day. Except where mutually agreed to by the employee and the department head, such work days shall be consecutive;
- C. Notwithstanding the above, departments with six (6) or seven (7) day operations may have different schedule and shift configurations and are not limited to five (5) consecutive work days.
- D. Four (4) ten (10) hour days. Employees assigned to the ten (10) hour day will have varied work days and non-work days.
- E. Twelve (12) hour days. Employees assigned to the twelve (12) hour day will have varied work days and non-work days.

### Changes to Work Schedules

**12.2** Nothing in this Agreement shall limit the **Employer** from creating new work schedules or work weeks not described in Article 12.1 provided the **JSA** is given the opportunity to bargain the impact of any such change. Except as provided by law, proposed changes with identified impact on wages, hours and terms and condition of employment will not be implemented until negotiations have been completed in accordance with Chapter 447 Part II, Florida Statutes.

**12.3** An employee who is assigned a change in his/her work schedule as identified in Articles 12.1(A – E) shall receive seven (7) working days' notice unless mutually agreed to be waived by the employer and the subject employee. This shall not be construed to prohibit the **Employer** from requiring or scheduling employees to work overtime. The **Employer** shall, to the extent practicable, equalize any change in work schedule. The seven working day notice shall not be required when the change in schedule was at the employee's request, in emergency situations, or when an employee is assigned transitional duties as a result of an on-the-job injury.

**12.4** Notwithstanding the provisions of Article 12.3, at the request of either party and when mutually agreeable to the department head or designee and the employee, an employee may "flex" his/her work hours during the same work day or the same work week. Such flex time shall neither decrease nor increase the total number of hours worked in a work week. Requests by either the manager or the employee should be made at least

twenty four (24) hours in advance of the time requested; however, this provision may be mutually waived by the manager and the employee.

### **Authorizing, Scheduling and Paying for Overtime Work**

- 12.5** Employees will be compensated at one-and-one-half (1 1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours weekly for which overtime compensation has not been previously paid.

Personal Leave time shall not be counted as hours worked and shall not count toward the weekly threshold of forty (40) hours. The personal leave time worked provision shall not apply during limited emergencies.

If the **Employer** changes an employee's work schedule without providing the notice required in Article 12.3 above, overtime will be paid for hours worked in excess of the original schedule (on a daily basis). This shall not apply if the change in schedule was at the employee's request, or mutually agreed to by the employee and the **Employer**.

- 12.6** An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into the employee's next basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be in accordance with the applicable overtime rate.

An employee who has worked eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be in accordance with the applicable overtime rate.

If an employee is called back to work, or remains at work, without completing his/her eight (8) hour rest period as noted above, he/she shall be compensated, in addition to regular salary hours, at the rate of two (2) times his/her regular rate of pay for all hours worked, commencing from the time he/she reports back to work and ending when he/she is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining when overtime starts in any workday.

- 12.7** An employee who has left the workplace and is called back to work by his/her supervisor will be paid for a minimum of four (4) hours at one-and-one-half (1 1/2) times his/her regular rate of pay. This payment shall not be duplicated for any time within the same four (4) hour period.

**12.8** An employee who is required to return to the work site for scheduled overtime will be guaranteed a minimum of two (2) hours pay at one-and-one-half (1 1/2) times the employee's regular rate of compensation.

**12.9 Compensatory Time**

- A.** An employee and the department head or designee may mutually agree that compensatory time at the rate of time-and-one half may be earned in lieu of cash payment. Requests for compensatory time shall be submitted on forms provided by the **City**.
- B.** Employees may accrue up to a maximum of one hundred twenty (120) hours of compensatory time. An employee who has accrued the maximum amount of compensatory time shall be compensated in cash for any subsequent overtime worked. This maximum may be waived by the Mayor for emergency situations.
- C.** The **City** may pay off any amount of accrued compensatory time at any time, provided that any previously approved requests for compensatory time leave will continue to be honored.

**12.10** Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

**12.11** Employees may not authorize overtime for themselves but shall receive overtime as appropriately authorized by their supervisor(s).

**12.12** When an off-duty employee is assigned by the division chief or higher level official to carry a pager or cell phone, and when the employee is required to respond if paged or telephoned, he/she shall be compensated for one (1) hour at the employee's regular rate of pay for each day he/she is so assigned.

When an employee does return to duty as a result of responding to the telephone call or page, time worked upon such return will be covered by the applicable provision(s) of Article 12.

## ARTICLE 13: EMPLOYEE BENEFITS

### 13.1 Group Health Plan

The **Employer** will provide a choice of comprehensive group health plans which will include at least one designated no cost to the employee plan. Employees will be required to pay five percent (5%) of the actual cost (not to exceed thirty dollars (\$30) per month) of any health plan selected other than the designated no cost plan(s) from which the employee may select. In addition, the **Employer** will pay fifty percent (50%) of the cost of the comprehensive medical coverage for eligible dependents; the employee will pay the remaining fifty percent (50%) of the cost.

### 13.2 Group Dental Health Insurance

The Employer agrees to pay a premium of up to fifteen dollars (\$15) per month, per employee covered by this Agreement, for the purpose of providing partial payment toward a comprehensive dental health plan for said employees. The Employer may make an administrative charge not to exceed four cents per deduction.

### 13.4 Group Term Life Insurance - Employees

The **Employer** shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one (1) times annual salary, with a double indemnity clause for accidental death and dismemberment for those employees covered by this Agreement. It shall further provide for the employee, at his/her option to purchase group term life, at the expense of the employee, under the same policy, for one (1), two (2), or three (3) times annual salary, with a double indemnity clause for accidental death and dismemberment. Benefits may be reduced at age seventy (70), to sixty five percent (65%) of benefits under the policy and in compliance with the Age Discrimination in Employment Act. Where certain occupations are excluded from the insurance policy, the **City** will self-insure the one (1) times annual salary life insurance benefit, including double indemnity for accidental death and dismemberment.

### 13.5 Parental Leave Plan

The **City** and the **JSA** recognize the importance of our employee's families and the value of time during the birth or adoption of a child. In this spirit, the **City** will offer a parental leave plan consisting of paid time off following the birth or adoption of a child.



The **City** will establish policies and procedures for administering the Parental Leave Plan as outlined in applicable HR Directive.

### **13.6 Career Development**

The **City** and the **JSA** recognize the importance of continuing education in providing equitable employment opportunities, employee growth and agree to a mutual commitment of education for employees in this bargaining unit.

In accordance with Section 106.901 of the Ordinance Code, the **City** may establish a Career Development Program. The **City** may reimburse employees for eligible tuition expenses in order to enhance the quality of the existing workforce, attract and retain qualified candidates for **City** employment, and to ensure that **City** employees have access to education that will equip them to do the work that will be needed during their careers with the City of Jacksonville.

Reimbursement will be in accordance with established policies and procedures which will cover, among other things, time limits for submission of requests, eligible coursework, and required documentation.

This program is dependent upon funding.

- 13.7** The **JSA** recognizes that the **Employer** has developed a Section 125 I.R.C. Cafeteria plan for the benefit of employees, in which employees have the option to participate.

## **ARTICLE 14: MEAL ALLOWANCE**

- 14.1** The **Employer** will pay a meal allowance of six dollars (\$6.00) under the following circumstances:
- A.** When an employee is required to work four (4) or more actual hours of overtime before or after the end of his/her regular shift, an employee is entitled to a meal allowance after the first four (4) hours of overtime, and at six (6) hour intervals thereafter if he/she continues working without a meal break of at least thirty (30) minutes being allowed.
  - B.** When an employee is called out to work unscheduled overtime that is not worked immediately before or after his/her regular work period. Under these circumstances, an employee is entitled to a meal allowance four (4) hours after he/she starts work and at six (6) hour intervals thereafter if he/she continues working without a meal break of at least thirty (30) minutes being allowed.
- 14.2** The **Employer** will pay meal allowance no later than the end of the second pay period after the pay period in which the meal allowance was earned.

## **ARTICLE 15: CLOTHING/CLEANING ALLOWANCE**

All employees covered by this Agreement who are required to wear uniforms shall receive one hundred dollars (\$100.00) per quarter as a cleaning allowance for maintenance of uniforms. Such payment will be made no later than the tenth (10th) day of the next month following the end of the quarter. As a requirement for said payment, the employee must have worked at least ten (10) days in each month of the quarter or such payment shall be reduced pro-rated on a monthly basis. If the **Employer** elects not to pay the uniform cleaning allowance, the **Employer** shall be responsible for the cleaning of the uniforms.

## **ARTICLE 16: AUTOMOBILE ALLOWANCE**

- 16.1** An employee who is required to use his/her personal automobile as a condition of employment in the performance of his/her duties, will be reimbursed for parking lot fees, highway tolls, and operating expenses at the rate per mile traveled as prescribed by the Municipal Code, as amended, exclusive of mileage traveled to and from his/her work location.
- 16.2** Where an employee is required to use his/her personal automobile on a daily basis as a condition of employment, the **Employer** will provide a parking space.

## ARTICLE 17: PERSONAL PROPERTY DAMAGE

- 17.1** The **Employer** will repair or replace personal property of employees that is damaged while on duty, subject to the limitations provided in Articles 17.2 through 17.6.
- 17.2** The **Employer** will repair or replace an employee's personal property, if all of the following conditions have been met:
- A.** the personal property was damaged as a result of the employee's performance of his/her duties;
  - B.** the damage was not the result of the employee's own negligence;
  - C.** the employee reported the damage to the appropriate department head or agency authority within two (2) working days after the occurrence of the damage;
  - D.** the appropriate department head or agency authority approved the repair or replacement of the personal property.
- 17.3** The **Employer** reserves the right to determine whether to repair or replace damaged property.
- 17.4** The **Employer** will not repair or replace telephones, pagers or other electronic devices, or rings or other jewelry, except for watches, damaged in the performance of an employee's duty.
- 17.5** In no event will the **Employer** pay more than three hundred dollars (\$300.00) to repair or replace any damaged property, except watches, which will be limited to one hundred dollars (\$100).
- 17.6** When an employee is entitled to payment under this Article, the **Employer** shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage.

## **ARTICLE 18: SUPPLEMENTAL COMPENSATION FOR INJURY IN LINE OF DUTY**

- 18.1** Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment with the **Employer** shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to the following benefits:
- A.** The employee shall receive supplemental pay in an amount equal to the difference between his/her net take-home pay and the workers' compensation payable for up to twenty (20) working days. For purposes of this Article, net take-home pay is defined as the amount of the employee's regular straight-time wages reduced by the amount deducted from the employee's pay for taxes and social security. Provided, however, that in no event shall any employee realize more than his/her net after-tax take-home pay as a result of receiving both workers' compensation and supplemental pay.
  - B.** Thereafter, the Director of Administration and Finance may, in his/her sole discretion (which discretion shall not be subject to contest or arbitration), grant additional injury in line of duty leave, in increments of up to twenty (20) working days. During such extension, if any, said employee shall receive supplemental pay in an amount equal to the difference between his/her net take-home pay and the workers' compensation payable.
  - C.** If an employee is eligible for monetary benefits under workers' compensation, normal payroll deductions will continue from workers' compensation benefits to avoid interrupting employer provided benefits such as pension and healthcare.
- 18.2** If an employee, due to an on-the-job injury, is temporarily partially disabled from performing the duties of his/her classification, he/she may be temporarily assigned, without reduction in pay, in accordance with the Civil Service and Personnel Rules and Regulations, to other duties commensurate with the employee's medical and mental fitness, availability of suitable work, and the employee's qualifications for the position.

## ARTICLE 19: PAID TIME FOR CIVIC DUTY

### 19.1 Jury Duty

- A. An employee who is required to serve on jury duty will be paid for each scheduled work day spent on jury duty.
- B. If the employee is released from jury duty prior to the end of his/her workday, the employee shall return to work within a reasonable period of time where practical.
- C. An employee subject to serve on jury duty will be temporarily assigned to the day shift. Employees assigned to the midnight shift will be excused the shift prior to the commencement of jury duty.
- D. An employee who is required to report for jury service more than four (4) hours after the scheduled beginning of his/her work day, must report to work prior to the beginning of jury service. Employees will be given reasonable travel time to jury service location.

### 19.2 Witness Service

- A. An employee who is absent from work in order to serve as a witness in a criminal or civil case in a court of law to which he/she is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, shall be granted leave with pay for those hours for which he/she is absent from work during his/her regularly scheduled working hours, providing he/she submits evidence of such service as a witness.
- B. An employee subject to serve as a witness at the request of the **Employer** will be temporarily assigned to the day shift. Employees assigned to the midnight shift will be assigned to the day shift prior to the commencement of such witness service.
- C. An employee who, as a result of his/her **City** or Independent Agency duties, is called to testify on behalf of the **City** or Independent Agency in any court proceedings while off duty shall be entitled to compensation for all hours on such special duty as follows:
  - (1) the employee shall be paid in accordance with Article 12 for time spent at court appearances,
  - (2) the employee will be credited with a minimum of two (2) hours of work time for any court appearance covered by this provision;
  - (3) all time spent at such court appearances shall be counted as time worked for that work week.

## ARTICLE 20: HOLIDAYS

**20.1** Employees covered by this Agreement shall be entitled to twelve (12) holidays with pay each year as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th
Personal Leave Day	Mutual Agreement of Employee and Management

**20.2** Employees shall also be entitled to a paid holiday for any day declared a holiday by Ordinance of the Council or proclamation of the Mayor.

**20.3** When a holiday falls on Sunday, the Monday following shall be considered observed as the holiday. Normally, when a holiday falls on Saturday, the Friday prior thereto shall be considered observed as the holiday. However, when Christmas Eve falls on Sunday, the following Tuesday shall be observed as the holiday and when Christmas Day falls on Saturday the following Monday shall be observed as the holiday. For those employees on rotating shifts, or where emergency maintenance crews are assigned, the actual day of the holiday shall be observed for the purpose of pay.

**20.4** The Personal Leave Day may be taken on any date during the fiscal year by mutual agreement of the employee and Management. The Personal Leave Day shall not apply until the employee has completed probation and has become a permanent employee of the **City**. However, employees in classifications which have a probation period longer than six (6) months may take the Personal Leave Day after they have satisfactorily completed six months of employment. Approval of the Personal Leave Day shall not be unreasonably withheld.

**20.5** When any employee, except those employed by the Sheriff's Office, is required to work on a day observed as a holiday, and those hours fall within the employee's regular work schedule, the employee shall be paid at the rate of one-and-one-half (1 1/2) times the straight time hourly rate for all hours worked on the holiday in addition to the straight time pay for the holiday. For those employees regularly scheduled to work on the actual day of a holiday, the actual day of the holiday shall be observed



for the purpose of pay. In no event will any employee receive holiday pay for both the actual and observed holiday.

**20.6** When any employee of the Sheriff's Office is required to work on a day observed as a holiday, and those hours fall within the employee's regular work schedule, the employee shall be paid at the rate of one-and-one-half (1 1/2) times the regular rate of pay. The **Employer** may elect to schedule the employee to take a day off at a later date, not to exceed thirty (30) calendar days from the date the employee was required to work. If the employee has not taken a day off by the end of the thirty (30) day period, the employee may elect to either be paid at the straight time rate of pay or have the hours added to the employee's holiday leave account. Effective the last payroll in June of each year, all unused and accrued hours earned in the fiscal year preceding the fiscal year in which the payment is received shall be paid to the employee at the employee's current rate of pay.

**20.7 Observance of Holidays Falling on Non-Work Days**

When an observed holiday occurs on an employee's scheduled day off, the **Employer** may either:

- (1) schedule the employee to observe the holiday on another mutually agreeable date; or
- (2) compensate the employee at the employee's regular straight-time rate for up to eight (8) hours for the holiday not taken.

**20.8** Any permanent, probationary or provisional employee shall receive payment for any paid holiday unless:

- A. The employee has an unexcused absence on the last regular workday preceding such a holiday or on the next regular work day following such holiday;
- B. The employee is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence;
- C. The employee is on any type of leave of absence without pay on the last regular workday preceding such a holiday or on the next regular work day following such holiday;
- D. The employee is receiving a wage benefit from workers' compensation.

## **ARTICLE 21: BEREAVEMENT AND FUNERAL LEAVE**

### **21.1 Bereavement Leave for Immediate Family Members**

Upon the death of immediate family as defined below of an employee, the employee may be granted a reasonable amount of time off, not to exceed five (5) working days or forty (40) hours, to attend the funeral or to attend to related matters. This time will not be charged against other leave. The **City** shall take into consideration the relationship of the employee to the deceased and the demands the death have placed on the employee in determining the bereavement leave to be granted.

### **21.2 Definition of Immediate Family**

<b>“Immediate Family” Defined</b>	
Spouse	Husband / Wife
Children	Including step-children and children's spouses
Parents	Including step parents
Brothers & Sisters	Including half- and step- siblings
Aunts & Uncles	
Nieces & Nephews *	
Grandparents	
Great-Grandparents	
Grandchildren	
Other relatives who permanently reside with the employee	
<b>Also applies to relatives of spouses of employees.</b>	

\* Nieces & Nephews will have a maximum of two (2) days

### **21.3 Co-Worker**

An employee covered by this Agreement shall be granted up to four (4) hours leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker from the same department with current or prior simultaneous service, unless the employee is required to work to maintain system integrity.

## **ARTICLE 22: MILITARY LEAVE**

Leave of absence and re-employment rights of employees inducted into the military service shall be as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), Florida Statutes and Florida Administrative Code.

## ARTICLE 23: PERSONAL LEAVE

### 23.1 LEAVE PLAN ELIGIBILITY

#### A. LEAVE PLAN "E"

Employees hired on or after October 1, 1968, and prior to October 1, 1987.

#### B. LEAVE PLAN "H"

Employees hired on or after October 1, 1987.

### 23.2 EARNING LEAVE

- A. Employees shall accrue Personal Leave in accordance with the following schedule:

<b>Completed Years of Service</b>	<b>Annual Accrual</b>
0 months through 4 years	160 hours
5 years through 9 years	184 hours
10 years through 14 years	208 hours
15 years through 19 years	232 hours
20 years through 24 years	256 hours
25 years or more	280 hours

- B. The accrual rate shall change to the higher rate at the start of the pay period in which the employee's adjusted service date falls.
- C. Employees shall earn leave time based on straight-time hours worked, and hours on approved paid leave.
- D. Personal Leave will be credited to the employee on a bi-weekly basis on the last day of the pay period.

### 23.3 Leave Accrual Maximums

#### A. Plan H

Personal Leave shall accrue to a maximum of four hundred eighty (480) hours. Accrued and unused Personal Leave in excess of four hundred eighty (480) hours will be forfeited, except if applied in accordance with the provisions of Article 23.6(A)(1)

**B. Plan E**

Personal Leave shall accrue to a maximum of nine hundred sixty (960) hours.

**23.4 Using Leave**

**A. General**

- (1)** Employees, when eligible and authorized as provided in Article 23.4(B), may take accrued Personal Leave for any reason they deem necessary. Personal Leave must be earned and credited in accordance with Article 23.2(D) before it can be used.
- (2)** Accrued Personal Leave may be taken at any time when authorized by the appropriate supervisor. Authorization shall not be unreasonably withheld.
- (3)** The minimum amount of Personal Leave to be taken and charged shall be one half (1/2) hour.
- (4)** Personal Leave will be charged only for an employee's approved absence on a regular workday. Employees will not be charged leave time for holidays or for unscheduled or pre-scheduled overtime hours not worked.
- (5)** Employees are responsible for maintaining sufficient hours in their leave banks to cover requested leave, as well as for unanticipated emergencies.

**B. Requests and Approval**

**(1) Scheduled Leave**

- (a)** Approval for Personal Leave for more than forty (40) consecutive working/shift hours must be requested in writing at least two (2) weeks in advance, unless the Personal Leave is for illness or emergency.
- (b)** Approval for Personal Leave for less than forty (40) consecutive working/shift hours must be requested in writing at least twenty-four (24) hours in advance, unless the Personal Leave is for illness or emergency.
- (c)** Advance notice requirements may be waived by the division chief.

**(2) Unscheduled Leave**

- (a)** For unexpected absence due to illness or emergency, an employee shall submit a written request as soon as practicable.
- (b)** An employee must notify his/her immediate supervisor as early as reasonably possible and no later than thirty (30) minutes prior to starting time on the first day that the employee is unable to report to work because of illness, and any subsequent days of unscheduled absence.
- (c)** An employee of JSO and JFRD requesting unscheduled leave for a *bona fide* illness must notify his/her supervisor at least one (1) hour prior to the shift start time on the first day of illness and any subsequent days of illness, unless extenuating circumstances make a full hour's notice impractical.
- (d)** The employee will furnish an adequate explanation of his/her illness when requested by the supervisor and notify the supervisor of the approximate amount of time that the employee will be absent.

**(3) Suspected Abuse of Unscheduled Absence**

- (a)** Unscheduled absences are subject to investigation by the **Employer**. An employee will be counseled if a pattern clearly indicates that an employee is abusing Personal Leave.
- (b)** The **Employer** can require an employee to take a medical or psychological examination by a **City**-designated doctor to ascertain whether or not the employee is medically capable of performing any and all duties required of the employee's classification. This examination will be conducted on the **Employer's** time and at the **Employer's** expense. On the date of the examination, the employee will not be required to report to his/her regular duty assignment. If the examination takes longer than a normal work day, the employee will be paid one and one-half (1-1/2) times his/her straight-time rate of pay for all hours in excess of the normal work day.

## **23.5 Accrued Leave in Excess of the Maximum**

### **A. Leave Plan H**

Employees will forfeit accrued and unused Personal Leave in excess of the maximum, except if applied in accordance with the provisions of Article 23.6(A)(2).

### **B. Leave Plan E**

- (1)** Employees will be paid on an hour-for-hour basis for Leave accrued in excess of the Plan maximum in accordance with Article 23.7(B)(1) and (2)
- (2)** Employees hired prior to October 1, 1979 may elect to credit the Personal Leave in excess of nine hundred sixty (960) hours to their Retirement Leave Accounts in lieu of cash payment. Eligible employees may maintain up to nine hundred sixty (960) hours in Retirement Leave Accounts.

## **23.6 Leave for Extended Absence Due to Illness**

### **A. Critical Emergency Leave Bank (Leave Plan H Employees)**

- (1)** There shall be established a Critical Emergency Leave Bank (CELB) for employees in Leave Plan H.
- (2)** Any accrued leave in excess of the Leave Plan H Personal Leave maximum may be credited to the CELB up to a maximum of seven hundred and twenty (720) hours.
- (3)** An employee who wants to transfer leave time in excess of the maximum to the CELB at the end of the fiscal year (September 30) shall execute a transfer option after October 1, but no later than October 31.
- (4)** The CELB account shall be used as follows:
  - (a)** For critical illness of the employee which is defined as any incapacitating illness requiring hospitalization and/or a recuperation period documented by a certified physician and/or hospital of more than eighty (80) consecutive hours. Requests of less than eighty (80) hours may be approved with approval of the Director of Employee Services.
  - (b)** Personal Crisis. A personal crisis is a severe circumstance that directly impacts the employee. This may include a

natural disaster impacting the employee's primary residence such as a fire or severe storm. Employee CELB usage requests qualifying under the personal crisis provision must be approved by the Director of Employee Services.

- (c) For an immediate family member's critical illness or personal crisis of more than eighty (80) consecutive hours. Immediate family is defined as spouse, children, step-children, and any blood relative who permanently resides with the employee.
- (d) Employees shall not be compensated for any unused leave time in the CELB upon resignation, termination, or retirement.
- (e) An employee may donate accrued CELB leave to another employee's CELB account under the **City's** Donated Leave policy and procedure.
- (f) Upon separation with greater than twenty (20) years of service, employees will be paid up to forty (40) hours of accrued CELB hours.

**B. Retirement Leave Account (Plan E Employees hired before October 1, 1979)**

**(1) Extended Illness**

If an extended illness causes him/her to use all of his/her accrued Personal Leave, an employee may use hours previously transferred to the employee's retirement account pursuant to Article 23.5(B)(2), in accordance with the following:

- (a) An employee who requires eighty (80) or more working hours leave for a continuous illness, may, at his/her option, use leave from the Retirement Leave Account.
- (b) An employee who has eighty (80) or fewer Personal Leave hours in his/her Personal Leave account, may, at his/her option, use leave from the Retirement Leave Account for legitimate illness.



**(2) Retirement**

- (a)** Personal and Retirement Leave may be taken immediately prior to the employee's retirement eligibility date to meet time service; or
- (b)** Personal and Retirement Leave may be taken after time service requirements have been met.
- (c)** A request to be placed on Retirement Leave shall be considered irrevocable.
- (d)** Employees who use Retirement Leave pursuant to Article (A) or (B) may remain on the regular payroll, with continuation of payroll deductions, pension contributions, and insurance deductions.
- (e)** While on Retirement Leave, an employee shall not accrue Personal Leave, but shall be paid for holidays, and shall be granted any general salary or performance-based increases.
- (f)** An employee who elects not to use his/her Retirement Leave will be paid in a lump sum, on an hour-for-hour basis, for all remaining Retirement Leave in accordance with Article 23.7(B)(3)(c).

**23.7 Payment for Earned but Unused Leave Time**

**A. Employees in Leave Plan H**

- (1)** Upon retirement, an employee in Plan H shall be paid for 100% of all accrued but unused Personal Leave. For purposes of this Article, retirement is defined as those employees that have fully vested or have completed at least five (5) years of service.
- (2)** Upon termination for other than retirement with less than five (5) years of service, an employee in Plan H shall be paid for seventy-five percent (75%) of all accrued but unused Personal Leave.
- (3)** Once an employee's resignation or notice of retirement has been offered and accepted, "running out" leave is prohibited. "Running out" shall be defined as greater than two (2) weeks of consecutive leave immediately prior to the resignation or retirement date.

**B. Employees in Leave Plan E**

**(1) Sell Back**

- (a)** An employee in Leave Plan E who does not use all of the Personal Leave accrued in a fiscal year may elect to be paid the difference, on a percentage basis, between the amount accrued and the amount used for that fiscal year on an hour-for-hour basis.
- (b)** To receive such payment, the employee must make an irrevocable election prior to the beginning of the fiscal year during which the leave accrues. Payments will be made after the end of the fiscal year during which the leave accrues. For example, for leave accruing during fiscal year 2009-2010, the irrevocable election must be made on or before September 30, 2009. Payments for leave will be made after October 1, 2010, and in accordance with administrative procedures established by the City of Jacksonville. This option is not available to an employee who would have fewer than eighty (80) hours of Personal Leave remaining after such payment.
- (c)** Payments will be made on the first payday in December.
- (d)** All payments shall be at the September 30 rate of pay.

**(2) Roll Back**

Personal leave shall accrue to a maximum of nine hundred sixty (960) hours. The **City** will compensate employees on an hour-for-hour basis for any accrued amount over nine hundred sixty (960) hours as of September 30 each year. These payments may be made as early as the second pay day in November at the September 30 rate of pay.

**(3) Termination**

- (a)** Upon the death of an employee, the beneficiary provided for in Article 26.2 shall be paid for 100% of the employee's accrued but unused Personal and Retirement Leave Accounts.
- (b)** Upon termination for other than retirement, the employee shall be paid for all accrued Personal Leave, and shall be paid one (1) day for every two (2) days accrued in the employee's Retirement Leave Account.

- (c) Upon retirement, an employee shall be paid for his/her Personal Leave account and Retirement Leave Account on an hour for hour basis, up to a maximum of nine hundred sixty (960) hours in each account.
- (d) For purposes of this Article applicable to employees on Plan E who have Retirement Leave Accounts, "retirement" shall mean the following:
  - (i) retirement pursuant to the full time service requirements, or early vesting retirement requirements of the pension plans of the **City** or its former governments;
  - (ii) retirement by reason of age pursuant to Social Security for employees covered solely by Social Security, provided such employee has ten (10) years' service with the **City**; or
  - (iii) retirement of officers or employees of the **Employer** who have more than ten (10) years' service with the **City** and who are covered by the Florida

## **ARTICLE 24: EMPLOYEE EVALUATIONS**

- 24.1 A.** Employee performance evaluations shall be written and shall use a standard format and procedure. An employee who has completed probation and who believes that his or her annual evaluation has not been conducted in accordance with established procedure, or who contests the basis for his/her rating, may appeal the complaint solely through the procedure set forth in this Article.
- B.** The Rater or Reviewer of a member of these bargaining units can never be a Special Purpose employee, temporary employee or Contractor of the City of Jacksonville.

### **EVALUATION APPEALS**

**24.2 A. Nature of Appeal**

A grievance must be based on a claim that there was a factual or procedural error which resulted in an evaluation that inaccurately or unfairly characterized the employee's performance.

**B. Appeal Process**

Grievances of annual employee evaluations will follow the grievance procedure set forth in Article 35. The parties will make every effort to expedite hearing grievances related to performance evaluations and will give serious consideration to mutually agreeing to waive one or more of the lower steps.

### **EVALUATION REBUTTALS**

An employee may file a written rebuttal to an evaluation. A rebuttal shall be included in the employee's personnel record but shall not be considered an appeal of the evaluation.

## **ARTICLE 25: SELL BACK OF PERSONAL LEAVE/DEFERRED COMPENSATION**

The Employer will provide employees eligible to retire the option to use leave time to fund their Deferred Compensation Program pursuant to the terms of this article and Internal Revenue Service (IRS) regulations in the following manner:

An employee who is within three (3) years of normal retirement and who wishes to sell back personal leave must notify the **City**, in writing, of his/her intent to sell back personal leave, no more than three years prior to the date that the employee is eligible for normal retirement.

The Notice of Intent to sell back personal leave becomes irrevocable once the employee makes such election.

When an employee elects to sell back personal leave, the Employer will compensate the employee for up to one-third (1/3) of the total amount of accrued leave in the employee's personal leave and retirement accounts during each of the three years prior to the date of the employee's eligibility for normal retirement. Each year, the employee will be compensated on an hour for hour basis for one-third (1/3) of the hours that were in the account(s) at the time the election was made. Leave will be depleted in three equal annual installments during the three-year period prior to normal retirement eligibility payments will be made on an hour-for-hour basis at the employee's regular rate of pay at the time the payments are made. An employee's contribution to all deferred compensation accounts shall be limited by applicable IRS regulations.

Periods of employee election, and payment dates shall be established by the City of Jacksonville in accordance with IRS regulations. Any leave remaining in an employee's personal leave and/or retirement account will be paid to the employee in a lump sum at retirement.

This option is not available to an employee who would have fewer than eighty (80) hours personal leave remaining after the sell back.

## **ARTICLE 26: TERMINAL LEAVE BENEFITS**

- 26.1** Upon the death of an employee, all accrued and unused overtime, vacation leave, and other terminal leave benefits (other than life insurance proceeds for which a beneficiary has been designated), shall be paid, within forty-five (45) days.
- 26.2** Payment of the terminal leave benefits provided for in Article 26.1 shall be made to the employee's designated next of kin or estate, as determined in accordance with the law.

## **ARTICLE 27: DISMISSAL, DEMOTION, SUSPENSION AND/OR REPRIMAND**

- 27.1** The procedure for dismissal, demotions, suspensions and reprimands shall be as outlined in the current Civil Service and Personnel Rules and Regulations. Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. If an employee elects to follow the provisions contained in the grievance procedure of this Agreement instead of the Civil Service and Personnel Rules and Regulations, the employee waives the right to appeal that is provided for in the current Civil Service and Personnel Rules and Regulations of the City of Jacksonville. Formal Written Counseling shall normally precede disciplinary action and shall not be grievable.
- 27.2** No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, reprimanded or otherwise disciplined except for proper cause, and in no event until he/she has been furnished with a written statement of the charges and the reason(s) for such actions, except as provided in C.S.R. 9.05(4). The **Employer** will send a copy of the statement to **JSA**.
- 27.3** No bargaining unit member shall be reprimanded or criticized in the presence of subordinates.
- 27.4** Except as provided in Article 27.5, employees covered by this Agreement shall be entitled to a conference prior to dismissal, demotion and/or suspension. Employees entitled to a conference will be given at least twenty-four (24) hours' notice of the conference, and may be represented by the **JSA** at the conference.
- 27.5 Options for Appealing Disciplinary Action**
- A.** Any employee shall have the right to either grieve a disciplinary action pursuant to the terms of this Agreement, or to appeal the decision to the Civil Service Board.
  - B.** An employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 33.
  - C.** An employee who elects to appeal to the Civil Service Board shall initiate proceedings by filing a notice of appeal with the Civil Service Board.

## 27.6 Personnel Files

- A.** Any employee will have the right to review his/her own official personnel file at reasonable times under supervision of the designated records custodian. Where the Agency Head or designee, the **City's** Director of Employee Services, the Civil Service Board, the Courts, an Arbitrator, or any statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document, together with a letter of explanation, shall be placed in a sealed envelope marked "confidential" and placed in the employee's personnel file. Provided, however, that nothing in this provision shall grant any official, officer or other person the authority to take any action not otherwise authorized.
- B.** A copy of a written communication involving an evaluation or reprimand placed in an employee's personnel file shall be provided to the employee by the author of the communication. The evaluation or reprimand communication shall also indicate on its face that a copy has been provided to the employee involved before it is placed in the file.
- C.** Any written reprimand shall be furnished to the employee and shall outline the reason for the reprimand. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in his/her personnel file. If he/she signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand and shall not mean the employee agrees with the reprimand. The employee may have an opportunity to submit a written statement responding to the reprimand. The employee's responding statement will also be entered in his/her master personnel file and attached to the reprimand. No information critical of an employee's performance, or character, shall be placed in an employee's personnel file without providing the employee an opportunity to file a rebuttal which shall be placed in the file. Any disciplinary action two (2) years old, or older, may not be used in for the purposes of progressive discipline. An employee may request to have sealed documents more than two (2) years old. Such request does not shield such documents from applicable state sunshine laws.



## ARTICLE 28: SAFETY AND HEALTH

- 28.1** Maintenance of proper health and sanitary conditions, and observance of all applicable laws relating to fire protection and safety, and hazardous waste materials and substances, are of mutual concern to the **City** and the **JSA**. The **City** will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state and local law. The **City** and the **JSA** will cooperate in the continuing objective of eliminating and avoiding safety and health hazards.

The **City** will continue to provide for the safety and health of its employees during hours of employment. The **JSA** will cooperate with the **City** in assuring conformance with all established safety regulations. In accordance with established safety practices, the **City** will provide protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease. Employees may be required to wear hard hats. When protective devices, apparel, and equipment are provided or required, they must be used. The **JSA** agrees that neglect or failure by the employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

When an employee normally wears prescription glasses, the **City** shall provide prescription safety glasses or protective eyewear which conforms to and covers the employee's prescription glasses. Management shall determine which option is most appropriate based upon the frequency and duration of an employee's assignments to work areas designated in accordance with established safety practices. The employee is responsible for notifying the **City** that he/she wears prescription glasses.

Effective October 1, 2018, in activities where safety shoes are required to be worn, the **City** shall pay each employee one hundred twenty five dollars (\$125.00) per year for the purchase of safety shoes. The payment will be made the first pay period in January of each year. Alternatively, the **City** may elect to provide employees with vouchers to purchase safety shoes directly from a vendor. The voucher will have a value of one hundred twenty five dollars (\$125.00) to the appropriate vendor. In cases where the employee purchases safety shoes that exceed the one hundred twenty five dollar (\$125.00) voucher, the employee will be responsible to pay the difference. Whereas the employee purchases safety shoes that do not equal the one hundred twenty five dollars (\$125.00) voucher, the employee will forfeit the remaining dollar amount.

Management may authorize an additional payment or voucher approval for the purchase of safety shoes to employees whose job duties require their use if the employee's safety shoes are worn out as a result of regular use (not as a result of the employee's negligence). For purposes of this Article, management has the sole discretion to determine whether a pair

of safety shoes are worn out, whether the wear is the result of regular use, and whether to authorize the additional payment or voucher,

**28.2 Department Workplace Safety Committee:**

Each department may have a Department Workplace Safety Committee to discuss safety and health matters such as existing practices and rules relating to safety and health, work place design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety matters. This committee will meet on a regularly scheduled basis and will allow input from a **JSA** representative.

**28.3** The **City** may maintain a Vehicle Safety Board to which the **JSA** may designate one (1) employee representative and an alternate. The representative and alternate shall not be from the same department. The representative and alternate may both attend the Board meetings, but only one (1) shall vote.

## ARTICLE 29: CHANGES IN JOB SPECIFICATIONS

- 29.1 A.** The Director of Employee Services agrees to provide the **JSA** with notice of all intended new or revised specifications for classes in the **JSA** bargaining unit(s). This will be accomplished when the Director of Employee Services notifies the Department Heads of the intended changes.
- B.** The **Employer** agrees to post proposed new or revised specifications for classes in the **JSA** bargaining unit in each department and at each work site/office location which has positions allocated to the classification for a minimum of ten (10) working days prior to approval. For the Sheriff's Office, posting on the bulletin board outside of the Personnel Division shall satisfy this provision. The purpose of this posting is to give notice of intent to issue new or revised specifications, and to allow for comment from the **JSA** and management. Additionally, the **Employer** will post all proposed or revised specifications on the **JSA** bulletin board through the COJ portal. After the ten (10) working day timeframe has passed, the posting will be removed. The parties understand that the final version of the new or revised specification may differ from the proposed version initially posted. The **Employer** shall provide the **JSA** with a copy of the final version of the new or revised specification at the same time it is approved and sent to the department.
- 29.2** Upon request, the **Employer** shall provide the **JSA** with a copy of the minutes of each MBRC meeting.

## **ARTICLE 30: CHANGES IN CIVIL SERVICE AND PERSONNEL RULES**

Any recommended changes in the Civil Service and Personnel Rules and Regulations which affect employees covered by this Agreement will be presented, in writing, to the **JSA** at least fifteen (15) working days prior to submission to the Civil Service Board.

## **ARTICLE 31: FILLING OF VACANCIES**

**31.1** Positions in this bargaining unit which become vacant shall be filled in accordance with the Civil Service and Personnel Rules and Regulations and the **City** Charter except as otherwise provided for by this Agreement. The decision as to whether or not to fill any position is subject to availability of budgeted funds, and shall be at the discretion of the department head. Such discretion shall not be subject to grievance or arbitration.

The parties agree that all classifications in this bargaining unit shall be filled by the "Rule of Three" for internal promotional eligibility lists only.

### **31.2 Applying the Rule of Three**

- A.** Eligible candidates will come from the certified eligibility list for the specific position being filled. A selection must be made from the top three (3) candidates on the eligibility list. As additional positions become available, the selection must be made from the remaining top two (2) candidates who have not been selected and the next eligible candidate on the list. Candidates who have previously declined the position one time will be considered for the additional position.
- B.** Candidates may decline a promotion twice before being removed from an eligibility list.
- C.** If a candidate declines the position, the hiring manager may only consider the remaining two (2) candidates for that position. The hiring manager cannot consider any new candidates from the eligibility list unless all the initial three (3) candidates decline the position.
- D.** If there is more than one (1) opening to be filled initially, the hiring manager will interview the top three (3) candidates and make their selection from those employees. The hiring manager shall offer those candidates the positions before moving to additional employees from the eligibility list.
- E.** The hiring manager shall not consider a candidate's previous interview when additional openings are being filled.
- F.** A hiring manager can decide to offer the position to the top candidate on the eligibility list without conducting any interviews.

Employees Services is available to assist with the drafting of the hiring manager's interview questions. The interviews will be conducted by the hiring manager and at least one (1) representative from Employees Services. Candidates will be assessed based on their knowledge, skills,

abilities and other job-related qualities required for the job. At the conclusion of all the interviews, the hiring manager and the other interviewers will meet to discuss the candidates, make a decision on the top candidate and record feedback to provide to any candidates not selected.

The hiring manager will notify Employee Services of the candidate selected and the reason(s) a lower ranking candidate was selected. Anytime a higher ranked candidate is not selected, that candidate will be advised in writing of the reason(s) they were not selected from Employee Services. The candidate may also request a meeting to discuss the reason(s) with the hiring manager pertaining to specific competencies on which the candidate may improve to increase his/her chances of selection in the future. This feedback and/or meeting is not intended to change the candidate selection for the position.

### **31.3 Lateral Transfers**

- A.** An employee may make a written request to his/her department head or designee for a lateral transfer to another position within the department.
- B.** The **City** shall consider applications for transfer to positions within the bargaining unit from current employees before hiring from outside the existing **City** workforce. Current employees and outside applicants shall be evaluated using the same criteria and standards. Management retains sole discretion to determine which candidate(s) it shall select.

### **31.4 Layoff/Demotion Lists**

- A.** The life of a Layoff/Demotion and Layoff Re-employment eligibility list shall normally be three (3) years, unless extended, exhausted or declared depleted by the Director of Employee Services. Reinstatement appointments will be made in accordance with the Civil Service and Personnel Rules and Regulations.
- B.** In terms of promotion eligibility only, employees reinstated from a layoff/demotion eligibility list will have classification seniority revert to the higher start date of the employee's original appointment date of the higher class prior to layoff or demotion. Time spent on layoff will not count as time worked and will be deducted. Disciplinary demotions are not eligible for this provision.

## ARTICLE 32: ALCOHOL AND DRUG ABUSE

The **JSA** and the **City** hereby jointly express their commitment to a Drug-Free Workplace for the health and safety of employees and citizens of the City of Jacksonville. In accordance with this commitment, the parties support a policy of Zero Tolerance for Alcohol and Drug Abuse and further agree that employees violating this policy can and will be disciplined in accordance with applicable City of Jacksonville Rules and Regulations.

### 32.1 Definitions

- A.** "Alcohol abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or otherwise adversely affects the employee's ability to perform his/her job duties. Using or being under the influence of alcohol or alcoholic beverages on the job by **City** employees is strictly prohibited.
- B.** "Drug abuse" means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term "drug abuse" also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- C.** "Controlled substance" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- D.** Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (the DHHS Guidelines) means those guidelines as printed in the April 11, 1988 Federal Register (53 FR 11970), as may be amended from time to time.
- E.** "Reasonable suspicion" means a suspicion which is based on specific, observable behavior or surrounding circumstances from which it is reasonable to infer that further investigation is warranted.

### 32.2 Circumstances When Testing May be Required

The **Employer** may require an employee to submit to alcohol and/or drug testing under any of the following circumstances:

- A.** As part of the initial screening process for employment applicants.
- B.** As required by the Federal Highway Administration, Department of Transportation, Omnibus Transportation Employee Testing Act of 1991 (OTETA).

- C. When an employee is promoted.
- D. When one or two managerial employees concur that there is a reasonable suspicion that an employee is using or is under the influence of alcohol or controlled substance while on duty; or is in possession of illegal drugs while on duty; or that the employee is abusing alcohol or controlled substance and the abuse either adversely affects job performance or represents a threat to the safety of the employee, co-workers, or the public.
- E. When an employee is involved in an accident involving personal injury or property damage which could result in liability or loss to the **Employer**.
- F. At any time within one (1) year after an employee has been counseled or otherwise disciplined because of a problem with alcohol or illegal drugs, or within one year after an employee has tested positive for the presence of alcohol or illegal drugs.
- G. As part of a Random Drug and Alcohol Testing Program applicable to employees in safety-sensitive positions.

### 32.3 Testing Procedures

- A. When an employee is required to provide specimens for these testing procedures, the employee shall be required to provide one specimen (large enough to provide two (2) separate samples) at the time of collection in order to facilitate the testing procedures described in this Article. The **Employer** shall follow chain of custody procedures consistent with the DHHS Guidelines and/or OTETA.
- B. The threshold level or cut-off limit shall be established in accordance with the DHHS and/or OTETA Guidelines, or in accordance with generally accepted medical procedures, where such limits have not been established by the DHHS Guidelines.
- C. The **Employer** shall follow the following procedures to the extent that they are not inconsistent with the DHHS and/or OTETA Guidelines:
  - (1) The **Employer** shall submit the first of the samples to an immunochemical assay or radioimmunoassay test or currently acceptable DHHS Guideline test. If the results of this test are negative, no further testing will be required.
  - (2) If the results of the initial test provided for in Article 34.3(C)(1) are positive, the **Employer** will submit the sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method or other method specified by DHHS



Guidelines to verify the initial test results. The **Employer** will not notify any person about the initial positive result, until it has been confirmed as provided for in this Article.

- D. If the results of the second test for controlled substance that is provided for in Article 32.3(C)(2) are positive, as confirmed by a qualified Medical Review Officer, the **Employer** shall promptly notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the **Employer** may take corrective and rehabilitative action as provided for in this Article, and/or disciplinary action where appropriate.
- E. Whenever testing is performed under the auspices of the Omnibus Transportation Employee Testing Act of 1991 the Federal protocol must be followed.

#### **32.4 Rehabilitative/Corrective Action**

- A. Applicants for employment whose urine is found to contain the presence of controlled substance shall not be hired. Applicants who are tested under the Omnibus Transportation Employee Testing Act of 1991 will not be hired if they have an alcohol concentration of 0.02 or higher.
- B. The **Employer** may require an employee who has tested positive for the presence of alcohol or controlled substance to submit to counseling or other rehabilitative treatment as a condition of continued employment. This Article shall not be construed to limit the **Employer's** right to take appropriate disciplinary action when an employee tests positive for the presence of alcohol or controlled substance.
- C. Any employee who refuses to submit to substance abuse testing as required by this Article shall be subject to discipline, up to and including discharge from employment.

- 32.5 A.** The **Employer** will pay the cost of any physical examinations and tests required by this Article.
- B. Physical examinations and/or specimens required by this Article will normally be obtained while the employee is on duty. If an employee is required to submit to examinations or testing other than during normal duty hours, the employee shall be paid for all time required for the examination and/or testing.

- C.** The physical examinations and tests will be performed by medical personnel selected by the **Employer**.
- D.** Employees who are required by this Article to take a physical examination or test shall be required to sign an authorization releasing the records of such examinations and tests to the **Employer**.
- E.** The **Employer** will, to the extent permitted by law, keep the results of any testing required by this Article confidential. Furthermore, any results of positive testing which the **Employer** later determines to have been refuted shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

### **32.6 Training**

- A.** **Employer** and **JSA** representatives shall receive training to ensure that they understand their roles and responsibilities in implementing this Article.
- B.** Such training shall include behavioral observation techniques for detecting reduced job performance and impairment or change in employee behavior; techniques for recognizing drugs, drug paraphernalia, and indications of the use, sale, or possession of drugs, alcohol abuse, and the procedures for referral to the Employee Assistance Program.
- C.** The lack of such training shall not affect the validity of any "reasonable suspicion" determination.

## ARTICLE 33: GRIEVANCE PROCEDURE

**33.1** The term “grievance” means a dispute concerning the interpretation or application of a specific term or provision of this Agreement. All employees will have access to the grievance procedure.

**33.2** Grievances will be processed in accordance with the following:

1. At his/her option, an employee may file a grievance on his/her own behalf, or may be represented by **JSA**.
2. Receipt of a written grievance shall be acknowledged in writing, including the date it was received.
3. The parties may agree to consolidate grievances of a similar nature to expedite resolution.
4. The parties may mutually agree to waive any step(s) in the grievance procedure to expedite resolution.
5. No resolution of any individually-processed grievance shall be inconsistent with the terms of this Agreement.

Grievances will follow the steps below, except as otherwise provided for in Section 447.401, Florida Statutes.

### STEP I

Level: The grievant will notify the Immediate Supervisor, in writing, of the grievance.

Time for Filing: Within ten (10) working days after the grievant and/or the **JSA** representative knows, or should have known, about the act or condition which is the basis of the grievance.

Process: Conduct a grievance meeting to discuss the grievance within ten (10) working days after the grievance was filed.

Decision: Within ten (10) working days after the grievance was discussed, the supervisor will provide the decision in writing to the grievant and/or the **JSA** representative.

### STEP II

Level: Division Chief

Time for Filing: The grievant will file a written grievance within ten (10) working days after receiving the supervisor's decision or after the date the supervisor's decision was due, whichever is earlier.

Process: Conduct a grievance meeting to discuss the grievance within ten (10) working days after the grievance was filed.

Decision: The Division Chief or designee will send the written decision to the Grievant and/or the **JSA** representative within ten (10) working days after the grievance was discussed.

**STEP III**

Level: Department Director

Time for Filing: The grievant will file a written grievance within ten (10) working days after receiving the division chief's decision or after the date the division chief's decision was due, whichever is earlier.

Process: Director or designee will conduct a grievance meeting within ten (10) working days after the grievance was filed.

Decision: The department head or designee will send the written decision to the grievant and/or the **JSA** representative within ten (10) working days after the grievance was discussed.

**STEP IV (A) For Employees of the Jacksonville Sheriff's Office**

Level: Sheriff

Time for Filing: The grievant will file a written grievance within ten (10) working days after receiving the director's decision or after the date the director's decision was due, whichever is earlier.

Process: Grievances must be filed with the JSO Chief of Personnel. A hearing will be held by the Sheriff's designee who shall be at the level of Director or above, but shall not be the same Director who heard the grievance at STEP III. The hearing officer will hold a meeting to hear the grievance within ten (10) working days of receiving the grievance.

Decision: The hearing officer will send the written decision to the grievant and/or the **JSA** representative within ten (10) working days following the hearing.

**(B) For All Other Employees**

Level: Employee Services Department-Employee & Labor Relations Division

Time for Filing: Within ten (10) working days after receiving the director's decision or after the date the director's decision was due, whichever is earlier.

Process: The grievant will file grievances with the Chief of Employee & Labor Relations. The Chief of Employee & Labor Relations or his/her designee will hold a hearing on these grievances within ten (10) working days after receipt of the grievance.

Decision: The hearing officer will send the written decision to the grievant and/or the **JSA** representative within ten (10) working days following the hearing.

### 33.3 Rules for Grievance Processing

- A.** A written grievance must include the following information:
- (1)** A complete statement of the grievance and facts upon which it is based including the date of the action complained of;
  - (2)** The Article(s) of this Agreement claimed to have been misinterpreted, misapplied, or violated;
  - (3)** The remedy requested;
  - (4)** The date the grievance was filed;
  - (5)** The signature of the Grievant(s). If the grievance is filed electronically, the **JSA** will copy all aggrieved employees on the electronic submission.
    - (a)** A grievance filed by the **JSA** alleging that there has been a violation, misinterpretation or misapplication of a provision of this Agreement that confers rights upon the **JSA**, or that the effects of **City** policy decisions or actions generally applicable to employees gave rise to a dispute regarding the interpretation or application of specific terms of this Agreement shall be signed by the designated **JSA** representative.
    - (b)** A group grievance shall be dated and signed by the aggrieved employees presenting it. If the grievance is filed electronically, the **JSA** will copy all aggrieved employees on the electronic submission.
  - (6)** If any of the preceding items are not included in the grievance submission, the grievance may be rejected. It will be the responsibility of the employee and/or the **JSA** to provide the missing information maintaining the original grievance timeline requirements.
- B. Time Limits**
- (1)** In computing time limits under this Agreement, working days shall be Monday through Friday, excluding authorized paid holidays.
  - (2)** If the grievance is not advanced to the next higher step within the time limit provided, the latest decision issued by the **City** shall be deemed accepted.

- (3) If the **City's** representative fails to answer within the time limit set forth at any step, the grievant may advance the grievance to the next step.
  - (4) The parties may agree to extend time limits at any step of the grievance procedure.
- C. Grievance decisions concerning disciplinary action shall not constitute a precedent for any purpose. Step IV grievance decisions shall constitute a precedent insofar as they concern interpretation or application of the terms of this Agreement.
- D. Upon request, the **City** will release, without loss of pay, employees identified by the **JSA** as "fact" witnesses for participation in scheduled grievance hearings. A "fact" witness is one who testifies to what was seen, heard or observed regarding an underlying event at issue, or otherwise provides testimony relevant to said issue. This provision shall not apply to the Jacksonville Sheriff's Office.

### 33.4 Arbitration

#### A. Initiation of Arbitration

- (1) If the grievance is not settled at Step IV, the Grievant may initiate arbitration by serving written Notice of Intent to Arbitrate on the Chief of Employee and Labor Relations no later than thirty (30) working days after receipt of the **City's** response at Step IV, together with a written statement of the facts and the specific provision(s) of this Agreement in dispute which were addressed at the earlier stages of the grievance procedure. If the Notice of Intent to Arbitrate is not filed within thirty (30) working days, the **City's** Step IV answer shall be final.
- (2) It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all appeal rights to the Civil Service appeals process by the initiating party and all persons it represents.
- (3) In its Notice of Intent to Arbitrate, the Grievant shall propose the names of two (2) arbitrators, either of whom is acceptable. If both parties do not mutually agree on the selection of one (1) of the persons proposed, or some other person qualified to arbitrate, the parties will select an arbitrator as follows:

- (a)** The parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of five (5) arbitrators.
- (b)** If FMCS is unable to provide the parties with a list of five (5) names within thirty (30) days of the initial request to FMCS, either party may request a list of five (5) arbitrators from the American Arbitration Association (AAA).
- (c)** Upon receipt of the panel from either FMCS or AAA, the parties' representatives shall meet and alternately strike names until one (1) arbitrator remains. The party requesting arbitration shall strike the first name. The last remaining name shall be selected as the arbitrator.
- (d)** Notwithstanding the provisions of this Article, an arbitrator may be mutually selected by the parties by a means other than the methods specified in Article 33.4(A).

## **B. Hearings and Decisions**

- (1)** The date for the arbitration hearing will be set within sixty (60) days from the date the arbitrator was notified of his/her selection. This date may be extended by mutual agreement of the parties.
- (2)** All testimony given at the arbitration hearing will be under oath. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the issues presented by the parties and addressed at the earlier stages of the grievance procedure.
- (3)** The arbitrator shall consider only the specific dispute(s) regarding the application or interpretation of this Agreement submitted to him/her in writing by the parties. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- (4)** The arbitrator shall base his/her decision exclusively on the testimony and documentary evidence submitted by the parties as part of the hearing, and his/her conclusions based on that evidence.

- (5) The arbitrator's authority is limited strictly to the application and interpretation of the provisions of this Agreement and he/she shall not have authority or power to make any decision that is contrary to, inconsistent with, or which modifies in any way the terms of this Agreement. Furthermore, the arbitrator may not usurp any authority or responsibility of the **City** as provided by Chapter 447, Florida Statutes or the Charter of the **City** of Jacksonville unless specifically provided for by this Agreement.
- (6) Where the arbitrator finds that the Grievant in a disciplinary case committed the infraction for which he/she was charged, the arbitrator shall have no authority to reduce or amend the penalty imposed by the **City**.
- (7) The arbitrator shall issue his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to change the due date of the decision.
- (8) The arbitrator's decision shall be final and binding on all parties, if made in accordance with his/her jurisdiction and authority under this Agreement.
- (9) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the effective date of the agreement.

**C. Costs**

- (1) An arbitrator's fees and expenses shall be shared equally by the parties involved in the arbitration.
- (2) A party requesting a transcript of the hearing shall pay for it.
- (3) An employee who independently appeals a grievance to arbitration shall pay for his/her share of the arbitrator's costs and expenses.



## **ARTICLE 34: SPECIAL MEETINGS**

The **Employer** and the **JSA** agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The **JSA** shall have the right, at these special meetings, to recommend to the **Employer** corrections of any inequities known to the **JSA**.

## **ARTICLE 35: SAVINGS CLAUSE**

- 35.1** The **Employer** retains all rights, powers, functions and authority it had prior to the signing of this Agreement, except as such rights, powers, functions and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.
- 35.2** All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply, except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.

## **ARTICLE 36: ENTIRE AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the **Employer** and the **JSA**, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

## **ARTICLE 37: SEVERABILITY**

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section or portion thereof. All other articles, sections and portions of this Agreement shall remain valid and enforceable.

## **ARTICLE 38: BARGAINING UNIT CLASSIFICATIONS**

For the purpose of this Agreement and the provisions herein contained, all employees in the classifications listed in Appendix "A" shall comprise the professional supervisors bargaining unit, and all employees in the classifications listed in Appendix "B" shall comprise the non-professional supervisors bargaining unit. Additional positions may be added as needed.

Appendix A Professional Supervisors

Appendix B Non-Professional Supervisors

## ARTICLE 39: LIMITED EMERGENCY

In the event of the official declaration of a local emergency or other event as declared by the City elected Official, it is understood that operational needs may affect some employees differently from others. All employees may be utilized as needed to assist in emergencies as determined by the Employer. Employees will be notified by their Supervisor as to their status.

- Employees who are not required to work are designated as “non-essential” and released from duty shall be granted administrative leave for the balance of their normal shift and for such additional time as authorized by the Mayor.
- Essential employees are those who are required to assist in emergencies as determined by the **Employer**. Employees designated as “essential” shall be required to work during the emergency. Essential employees who fail to meet their responsibilities under this provision may be subject to discipline.
- When possible in situations where there is advance notice of an impending emergency, the **Employer** may authorize employees to take reasonable time, as determined by the **Employer**, to return home to secure their homes and property and arrange for the safety of their families. Employees will not be charged leave for any such authorized preparation time taken. Following such preparation time, employees must report to work during the emergency.
- An employee's designation as “essential” or “non-essential” may change due to the nature of the emergency.
- Employees who reported to work shall be paid in accordance with Article 12.
- Employees designated essential to the operation who reported to work shall be granted straight time compensatory time for the same number of hours given to employees on administrative leave during the emergency.
- Employees on previously-approved leave, scheduled holiday, authorized leave without pay or who called in to request and were approved leave during the emergency, shall be charged for the leave.
- In non-emergency situations in which employees are requested to leave early to accommodate special events, employees may use annual leave or modify their work schedules, within operational requirements and with the approval of their supervisor. At the

**Employers** discretion, there may be times when the employee may not be charged annual leave.

- During a declared emergency by the Mayor and/or Sheriff, or when an emergency may reasonably be determined to be imminent, provisions of this Agreement may be suspended by the Mayor and/or the Sheriff during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.

## **ARTICLE 40: DURATION OF THE AGREEMENT**

Except as otherwise provided herein, this Agreement, with proper and necessary approval, shall go into effect on October 1, 2017, and shall remain in effect through September 30, 2020.

The life of a Layoff/Demotion and Layoff Re-employment eligibility list shall normally be three (3) years, unless extended, exhausted or declared depleted by the Director of Employee Services. Reinstatement appointments will be made in accordance with the Civil Service and Personnel Rules and Regulations.



## **ARTICLE 41: BARGAINING UNIT REPORTS**

On a quarterly basis, the **Employer** will provide the **JSA** with a list of all employees in positions assigned to bargaining units 130 and 131. The report shall be provided to the **JSA** no later than the tenth (10<sup>th</sup>) day of the next month following the end of the quarter via electronic mail in a Microsoft Excel spreadsheet format, sorted alphabetically by employee last name, and shall include the employee's name, job title, department and division, dues deduction code (Y = dues deduction, N = no dues deduction), job code, employment date, pay grade, home address/phone (if not protected) and annual base salary.

**JSA SALARY SCHEDULE****October 1, 2017**

<b>PAY GRADE</b>	<b>START RATE</b>	<b>MAXIMUM RATE</b>
1603	\$1,413.70	\$2,838.68
1604	\$1,470.84	\$2,953.46
1605	\$1,533.74	\$3,079.79
1606	\$1,620.39	\$3,217.68
1607	\$1,682.44	\$3,378.38
1608	\$1,779.57	\$3,573.64
1609	\$1,888.25	\$3,791.82
1610	\$2,008.39	\$4,032.96
1611	\$2,151.26	\$4,319.95
1612	\$2,317.09	\$4,652.96
1613	\$2,505.88	\$5,031.92
1614	\$2,723.11	\$5,468.22
1615	\$2,974.76	\$5,973.39
1616	\$3,266.37	\$6,559.07
1617	\$3,597.97	\$7,225.07
1618	\$3,975.43	\$7,982.92
1619	\$4,415.66	\$8,867.13

\*Amounts are approximate based upon rounding.

**October 1, 2018**

<b>PAY GRADE</b>	<b>START RATE</b>	<b>MAXIMUM RATE</b>
1603	\$1,477.32	\$2,966.42
1604	\$1,537.03	\$3,086.37
1605	\$1,602.75	\$3,218.38
1606	\$1,674.50	\$3,362.48
1607	\$1,758.15	\$3,530.40
1608	\$1,859.65	\$3,734.46
1609	\$1,973.22	\$3,962.46
1610	\$2,098.76	\$4,214.44
1611	\$2,248.07	\$4,514.35
1612	\$2,421.36	\$4,862.34
1613	\$2,618.64	\$5,258.35
1614	\$2,845.65	\$5,714.29
1615	\$3,108.62	\$6,242.19
1616	\$3,413.36	\$6,854.22
1617	\$3,759.88	\$7,550.20
1618	\$4,154.32	\$8,342.15
1619	\$4,614.36	\$9,266.16

\*Amounts are approximate based upon rounding.

## October 1, 2019

<b>PAY GRADE</b>	<b>START RATE</b>	<b>MAXIMUM RATE</b>
1603	\$1,543.79	\$3,099.90
1604	\$1,606.19	\$3,225.25
1605	\$1,674.88	\$3,363.20
1606	\$1,749.85	\$3,513.79
1607	\$1,837.26	\$3,689.27
1608	\$1,943.34	\$3,902.51
1609	\$2,062.01	\$4,140.77
1610	\$2,193.21	\$4,404.09
1611	\$2,349.23	\$4,717.50
1612	\$2,530.32	\$5,081.15
1613	\$2,736.48	\$5,494.98
1614	\$2,973.71	\$5,971.43
1615	\$3,248.51	\$6,523.09
1616	\$3,566.96	\$7,162.66
1617	\$3,929.08	\$7,889.96
1618	\$4,341.26	\$8,717.55
1619	\$4,822.01	\$9,683.13

\*Amounts are approximate based upon rounding.

**APPENDIX A**  
**BARGAINING UNIT CODE 130**  
**PROFESSIONAL SUPERVISORS**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY GRADE</b>
D0009	911 EMERGENCY TELEPHONE SYSTEMS ADMINISTRATOR	16.16
A0038	ACCOUNTANT SUPERVISOR	16.16
B0001	ADMINISTRATIVE ASSISTANT	16.14
B0505	ASSISTANT MANAGER OF COMMUNITY DEVELOPMENT	16.16
B0323	CITY PLANNER SUPERVISOR	16.16
D0103	COORDINATOR OF COUMUNITY RELATIONS & MARKETING	16.15
N0027	COORDINATOR OF LIFELONG LEARNING & COMMUNITY ENGAGEMENT	16.17
E0073	CORRECTIONAL SERVICES SUPERVISOR	16.15
B0258	CUSTOMER RELATIONS ADMINISTRATOR	16.14
N0013	EARLY CHILDHOOD SPECIALIST	16.15
T0099	EMERGENCY PREPAREDNESS PROGRAM ADMINISTRATOR	16.16
T0079	EMERGENCY PREPAREDNESS SUPERVISOR	16.17
C0116	EMPLOYEE BENEFITS SUPERVISOR	16.15
G0065	ENGINEERING TECHNICIAN PRINCIPAL	16.16
P0137	ENVIRONMENTAL PROGRAM SUPERVISOR	16.17
P0102	ENVIRONMENTAL SCIENTIST SUPERVISOR	16.16
Y0039	EQUAL OPPORTUNITY SPECIALIST SENIOR	16.15
N0033	E-SERVICES LIBRARIAN III	16.17
T0282	LATENT PRINT EXAMINER SUPERVISOR	16.15
N0038	LIBRARIAN II	16.16
N0022	LIBRARIAN III	16.17
N0024	LIBRARY CIRCULATIONS SUPERVISOR	16.16
N0026	LIBRARIAN IV	16.18
W0130	LITERACY PROGRAM MANAGER	16.16
N0019	LITERACY PROGRAM SUPERVISOR	16.15
W0079	PARK OPERATIONS SUPERVISOR	16.14
P0139	PROFESSIONAL GEOLOGIST	16.17
G0084	PROFESSIONAL SURVEYOR	16.16
W0129	PROGRAM MANAGER	16.16
T0287	PUBLIC SAFETY ANALYST SUPERVISOR	16.16
B0009	SENIOR SERVICES GRANTS SUPERVISOR	16.17
Y0071	SOCIAL SERVICES SUPERVISOR	16.15
F0037	TELECOMMUNICATIONS LEAD ANALYST	16.15
G0057	TOPOGRAPHICAL SURVEY MANAGER	16.17
U0221	TRAFFIC TECHNICIAN PRINCIPAL	16.16
Y0130	VETERANS SERVICES OFFICER SUPERVISOR	16.15
N0037	YOUTH SERVICES LIBRARIAN II	16.16
N0035	YOUTH SERVICES LIBRARIAN III	16.17
T0405	ZONING ADMINISTRATOR	16.18

\* Positions may be deleted or added during the life of this agreement as deemed necessary by management and JSA notification (Article 1.1).

**APPENDIX B****BARGAINING UNIT CODE 131  
NON- PROFESSIONAL SUPERVISORS**

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY GRADE</b>
Z0002	A & P MECHANIC WORKING SUPERVISOR	16.14
A0016	ACCOUNT TECHNICIAN SENIOR	16.12
A0018	ACCOUNTS PAYABLE SUPERVISOR	16.16
T0035	ANIMAL CARE AND MAINTENANCE SUPERVISOR	16.13
T0024	ANIMAL CODE ENFORCEMENT SUPERVISOR	16.14
T0026	ANIMAL PLACEMENT SUPERVISOR	16.14
W0056	AQUATICS ASSISTANT SUPERVISOR	16.13
U0158	AQUATICS SERVICES SUPERINTENDENT	16.17
W0055	AQUATICS SUPERVISOR	16.14
W0127	ASSISTANT TRANSPORTATION SUPERVISOR	16.11
Z0231	BUILDING AND HVAC CONTROLS SUPERVISOR	16.15
L0074	BUILDING CODE ENFORCEMENT SUPERVISOR	16.16
L0027	BUILDING INSPECTION ASSISTANT SUPERVISOR	16.15
L0036	BUILDING INSPECTION SUPERVISOR	16.16
U0002	BUILDING MAINTENANCE SUPERVISOR	16.14
W0006	CENTER ACTIVITIES SPECIALIST	16.12
C0251	CLERICAL SUPPORT SUPERVISOR	16.13
U0084	CITY ARBORIST	16.15
L0006	CODE COMPLIANCE SUPERVISOR	16.16
W0039	COMMUNITY CENTER SUPERVISOR	16.13
L0010	CONTRACT AND COMPLIANCE COORDINATOR	16.14
B0301	COURT OPERATIONS SUPERVISOR	16.14
E0032	CUSTODIAL INSPECTOR	16.08
B0260	CUSTOMER SERVICE SUPERVISOR	16.13
B0060	DISTRIBUTION AND INVENTORY CONTROL SUPERVISOR – JSO	16.14
C0272	ELECTIONS AIDE SENIOR	16.13
T0056	ELECTRICAL INSPECTION ASSISTANT SUPERVISOR	16.15
T0061	ELECTRICAL INSPECTION SUPERVISOR	16.16
Z0220	EQUIPMENT CONTROL ADMINISTRATOR	16.14
T0275	FINGERPRINT TECHNICIAN SUPERVISOR	16.12
T0168	FIRE AND RESCUE COMMUNICATIONS SUPERVISOR	16.14
A0023	FIRE/RESCUE ADMINISTRATION SUPERVISOR	16.14
T0172	FIRE/RESCUE COMMUNICATIONS QI/QA ADMINISTRATOR	16.15
T0171	FIRE/RESCUE COMMUNICATIONS TRAINING ADMINISTRATOR	16.15
Z0066	FLEET FUEL AND ENVIRONMENTAL SPECIALIST	16.14
Z0291	FLEET SUPERINTENDENT	16.15
U0307	GROUPS MAINTENANCE GENERAL SUPERVISOR	16.13
U0308	GROUPS MAINTENANCE PROJECT SUPERVISOR	16.14
Z0246	GROUPS MAINTENANCE WORKING FOREMAN	16.08
U0190	HAZARDOUS WASTE SUPERVISOR	16.15
W0058	JFRD OCEAN RESCUE SUPERVISOR	16.14
T0297	JSO PUBLIC RECORD SUPERVISOR	16.12
G0111	LAND SURVEY SUPERVISOR	16.13
N0010	LIBRARY CLERICAL SERVICES SUPERVISOR	16.12
Z0371	MACHINIST FOREMAN	16.13
Z0416	MAINTENANCE SUPERVISOR	16.14
U0306	MAINTENANCE WORKER SUPERVISOR	16.12

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY GRADE</b>
Z0065	MASTER AIR CONDITIONING & HEATING TECHNICIAN	16.14
Z0168	MASTER CARPENTER	16.12
Z0394	MASTER ELECTRICIAN	16.14
Z0559	MASTER PLUMBER	16.14
L0086	MECHANICAL INSPECTION ASSISTANT SUPERVISOR	16.15
L0085	MECHANICAL INSPECTION SUPERVISOR	16.16
U0309	METRO PARK OPERATIONS SUPERVISOR	16.14
P0125	MOSQUITO CONTROL AVIATION SUPERVISOR	16.16
P0113	MOSQUITO CONTROL OPERATIONS SUPERVISOR	16.16
P0108	MOSQUITO CONTROL WORKING SUPERVISOR	16.12
L0091	MOTOR VEHICLE INSPECTION SUPERVISOR	16.15
Q0001	PARK MAINTENANCE SUPERINTENDENT	16.16
U0161	PARK MAINTENANCE SUPERVISOR	16.14
T0214	PARKING FACILITY SUPERVISOR	16.11
T0237	PARKING SERVICES SUPERVISOR	16.13
W0050	PARKS NATURALIST SUPERVISOR	16.14
W0047	PARKS SPECIALIST	16.11
L0103	PLUMBING INSPECTION ASSISTANT SUPERVISOR	16.15
L0101	PLUMBING INSPECTION SUPERVISOR	16.16
T0163	POLICE EMERGENCY COMMUNICATIONS OFFICER III	16.13
T0164	POLICE EMERGENCY COMMUNICATIONS OFFICER IV	16.14
T0315	POLICE PHOTOGRAPHER SUPERVISOR	16.13
T0279	POLICE SERVICES SUPERVISOR	16.13
T0278	POLICE SERVICES TECHNICIAN III	16.12
W0057	POOL MANAGER	16.12
U0162	PRESERVATION PARK MAINTENANCE SUPERVISOR	16.14
V0054	PROPERTY CONTROL ADMINISTRATOR	16.16
U0051	PUBLIC WORKS SUPERINTENDENT	16.17
F0053	RADIO TECHNICIAN SUPERVISOR	16.16
U0157	RECREATION SERVICES SUPERINTENDENT	16.17
W0051	RECREATION SERVICES SUPERVISOR	16.14
W0052	RECREATION SERVICES SUPERVISOR SENIOR	16.15
W0035	RECREATION SPECIALIST	16.12
D0014	REPRODUCTION SYSTEMS OPERATOR SENIOR	16.12
D0015	REPRODUCTION SYSTEMS OPERATOR SUPERVISOR – JSO	16.13
C0203	REVENUE COLLECTOR IV	16.12
C0210	REVENUE COLLECTOR SUPERVISOR	16.13
E0127	SECURITY GUARD SUPERVISOR	16.11
W0045	SENIOR CENTERS CUSTODIAL SUPERVISOR	16.10
Z0616	SHOP SUPERVISOR	16.13
Y0071	SOCIAL SERVICES SUPERVISOR	16.15
U0174	SOLID WASTE FLEET SERVICES SUPERVISOR	16.12
L0013	SOLID WASTE FRANCHISE SUPERVISOR	16.15
U0187	SOLID WASTE GENERAL SUPERVISOR	16.13
U0188	SOLID WASTE SUPERINTENDENT	16.16
U0186	SOLID WASTE SUPERVISOR	16.12
C0451	SOLID WASTE WEIGHMASTER SUPERVISOR	16.13
T0250	STABLE COORDINATOR	16.13
V0050	SUPPLY SUPERVISOR	16.11
N0021	SUPPORT SERVICES LIBRARIAN II	16.16
V0048	SUPPORT SERVICES SUPERVISOR	16.13
F0036	TELECOMMUNICATIONS WORKING SUPERVISOR	16.14
U0193	TRAFFIC CONSTRUCTION FOREMAN	16.12

<b>CLASS CODE</b>	<b>CLASS TITLE</b>	<b>PAY GRADE</b>
U0208	TRAFFIC SIGNAL SUPERVISOR	16.14
U0206	TRAFFIC SIGNS SUPERVISOR	16.12
W0132	TRANSPORTATION SUPERVISOR	16.12
U0085	URBAN FORESTER	16.15
T0028	VETERINARY TECHNICIAN SUPERVISOR	16.13
Z0696	WELDING SHOP SUPERVISOR	16.13
C0100	WORKERS' COMPENSATION SPECIALIST	16.14
T0403	ZONING SUPERVISOR	16.16

\* Positions may be deleted or added during the life of this agreement as deemed necessary by management and JSA notification (Article 1.1).

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In witness whereof, we, the negotiating teams for the parties, have set our hands this 24<sup>th</sup> day of April, 2018.

**Negotiating team for the City of Jacksonville (COJ):**



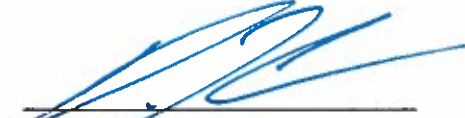
Todd Norman  
Chief of Employee and Labor Relations  
Employee Services Department  
COJ Chief Negotiator



Diane Moser  
Director of Employee Services Department



Sean Granat  
Attorney IV  
Office of General Counsel



Derrel Chatmon  
Attorney IV  
Office of General Counsel



Debra Anderson  
Labor Relations Officer  
Employee Services Department

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**Negotiating team for the Jacksonville Supervisors Association (JSA) :**



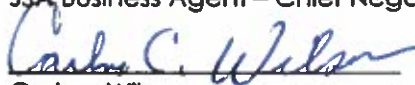
Jason Geiger  
JSA President



Steve Capehart  
JSA Business Agent – Chief Negotiator



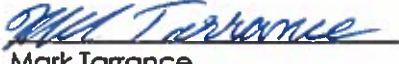
Tim Smallwood  
Public Works Superintendent  
Public Works Department



Carllass Wilson  
Grounds Maintenance Working Foreman  
Parks, Recreation & Community Services Department



Leslie Smith  
Court Operations Supervisor  
Clerk of the Courts



Mark Tarrance  
Telecommunications Lead Analyst  
Finance and Administration Department

1 Introduced by the Council President at the request of the Mayor and  
2 amended by the Finance Committee:  
3  
4

5 **ORDINANCE 2018-580-E**


6 AN ORDINANCE APPROVING THE PROPOSED OCTOBER 1,  
7 2017 - SEPTEMBER 30, 2020 COLLECTIVE  
8 BARGAINING AGREEMENT BETWEEN THE CITY OF  
9 JACKSONVILLE AND THE JACKSONVILLE SUPERVISORS  
10 ASSOCIATION (JSA), REPRESENTING APPROXIMATELY  
11 440 MEMBERS; PROVIDING AN EFFECTIVE DATE.  
12

13 **BE IT ORDAINED** by the Council of the City of Jacksonville:

14 **Section 1. Proposed Collective Bargaining Agreement**  
15 **between the City of Jacksonville and JSA approved.** That certain  
16 proposed October 1, 2017 - September 30, 2020 Collective Bargaining  
17 Agreement between the City of Jacksonville and the Jacksonville  
18 Supervisors Association (JSA), a copy of which has been placed on  
19 file with the Office of Legislative Services, is hereby approved.  
20 JSA represents approximately 440 members. The proposed JSA  
21 agreement has been agreed to in collective bargaining and has been  
22 ratified by the union membership.

23 **Section 2. Effective Date.** This ordinance and all  
24 elements of the JSA Collective Bargaining Agreement shall become  
25 effective upon signature by the Mayor or upon becoming effective  
26 without the Mayor's signature.

27 Form Approved:

28   
29 Office of General Counsel

30 Legislation prepared by: James R. McCain, Jr.

ORDINANCE 2018-580-E

CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

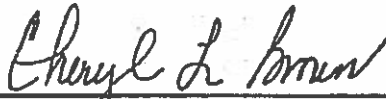
September 25, 2018



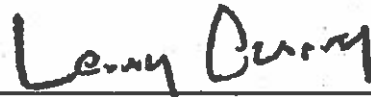
AARON BOWMAN  
COUNCIL PRESIDENT

ATTEST:

APPROVED: SEP 29 2018



DR. CHERYL L. BROWN  
COUNCIL SECRETARY



LENNY CURRY, MAYOR

