



**AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
FLORIDA COUNCIL 79**

**OCTOBER 1, 2007 - SEPTEMBER 30, 2010
(2008₉ Re-Opener Language)**

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PREAMBLE

This Agreement is entered into between the City of Jacksonville (the **Employer**), and AFSCME Florida Council 79, (the **Union**). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment.

There are and shall be no individual arrangements contrary to the terms herein provided.

It is mutually understood and declared to be the public policy of the **Employer** and the **Union** to promote harmonious and cooperative relationships between the **Employer** and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The **Employer** and the **Union** recognize the moral principles involved in the area of civil rights and affirm by this Agreement their commitment not to discriminate because of race, religion, color, age, sex, disability, or national origin.

The **Union** supports federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

ARTICLE 1: UNION RECOGNITION

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the **Employer** recognizes the **Union** as the exclusive collective bargaining representative for those employees in the defined bargaining unit (commonly known as the Non-Professional employees) for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit covered by PERC certification number 1478 issued May 11, 2004.

"Employee" shall be defined to include all classified employees who are employed by the City of Jacksonville, whose classifications appear on the attached Appendix A. The term "employee" shall also refer to those employees designated as temporary or special purpose, employees who hold the same classification and work the same hours under common supervision as the employees listed in Appendix A. The temporary or special purpose employees referred to in this section are subject to the terms and conditions of employment set out in Appendix B of this Agreement. The term "temporary employee" as used in this section is not the same as the labor law term of art "temporary employee" which traditionally refers to employees who have no reasonable expectation of continued employment, usually receive no benefits other than an hourly wage, and are traditionally excluded from bargaining units of regular employees.

Specifically excluded from the term "employee" are: Department Heads; Division Chiefs; Agency Heads; Managerial and Confidential Employees within the meaning of 447.203 (4) and (5), Florida Statutes; School Crossing Guards; Part-Time Trial Court Clerks; Seasonal or Casual Employees (defined as: (a) those employees working less than 130 days a year, or (b) those employees who work more than 130 days a year, but who average less than 15 hours per week when they do work, or (c) those employees paid a salaried stipend to perform a limited function when needed); any employee who is contracted to do a specific task with a limited purpose for a designated and limited period of time; those employees, including but not limited to police officers, fire fighters, professional employees as defined by Chapter 447, Florida Statutes, supervisory employees, and other employees who are covered by other certified bargaining units.

ARTICLE 2: UNION SECURITY

- 2.1 Public employees have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 The President of AFSCME, Florida Council 79, or an alternate officially designated in writing, will be the official spokesperson for the **Union** in any matter between the **Union** and the **Employer**.
- 2.3 The **Employer** will provide information to the Union and bargaining unit employees as follows:
- A. The **Employer** will give each newly-hired bargaining unit employee an envelope, prepared and supplied by AFSCME, which will provide the employee with a greeting, the name, address, and phone number of the **Union** and notify the employee that he or she may call the **Union** for additional information. The **Employer** will provide the notification referred to in this paragraph during the regular orientation period for new employees.
 - B. The **Employer** will notify the **Union** of all persons hired into job classifications represented by AFSCME.
 - C. The **Employer** will place one copy of this Agreement in each work location, for reference by bargaining unit employees.
 - D. The **Employer** will post an electronic copy of this Agreement on the City's Employee Portal for reference by employees and supervisors.
 - E. Upon request, each quarter the **Employer** will provide the **Union**, at no cost, with a list of all employees in the bargaining unit. The list will include the name, home address and home telephone number (unless protected), employee identification number, occupational code, date of birth, and gross salary of each employee.
 - F. The **Union** has been provided with a copy of departmental policies and work regulations.

Copies of new or revised departmental policies or work regulations such as new shifts and work schedules, and other policies and procedures that affect employees' terms and conditions of employment, will be provided to the **Union** at least 14 calendar days prior to adoption except in emergency situations. During this time, the **Union** will have an opportunity to express concerns and have questions answered. Any policy that will affect civilian bargaining unit employees in JSO and JFRD will be noticed to the **Union** as set forth in this provision.

- G. The **Employer** will post all departmental policies and work regulations in appropriate areas.
- 2.4
- A. Upon receipt of a written authorization from the **Union**, the **Employer** will deduct union dues and uniform assessments from a bargaining unit employee's pay.
 - B. Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
 - C. No deduction shall be made from an employee's pay for any payroll period in which the employee's net earnings¹ are less than the amount of dues to be deducted.
 - D. Authorized dues will be deducted in every pay period in the fiscal year.
 - E. Deductions for **Union** dues and/or uniform assessments shall continue until one of the following occurs:
 - (1) the employee revokes his/her authorization for dues deduction by submitting a signed revocation form to the Payroll Section with a copy to the **Union**; or
 - (2) the authorization for dues deduction is revoked pursuant to Section 447.507, Florida Statutes; or
 - (3) the employee terminates employment with the City; or
 - (4) the employee transfers, promotes or demotes out of the bargaining unit; or
 - (5) the **Union** is no longer certified to represent employees in the bargaining unit.
 - F.
 - (1) The **Union** will certify changes in the **Union** membership dues rate to the **Employer** in writing over the signature of the authorized officer(s) of the **Union**, at least thirty (30) days in advance of the effective date of any change.
 - (2) The **Employer** will remit collected dues to the **Union** no later than the tenth (10th) day of each month following their deduction.

¹ Net earnings shall mean earnings after required deductions are made for federal taxes, Social Security, pensions, credit union, and health and life insurance.

- (3) The **Employer's** remittance will be deemed correct if the **Union** does not give written notice to the **Employer** within two (2) calendar weeks after a remittance is received, of its belief that the remittance is incorrect, with reason stated therefore.
- (4) The **Employer** will notify AFSCME Council 79 of all additions to and deletions from the dues deduction roster within two weeks following the close of each pay period.
- (5) The **Union** will indemnify, defend, and hold the **Employer** harmless, against any claim made and against any suit instituted against the **Employer** on account of any deductions for **Union** dues or uniform assessments.

2.5 CLASSIFICATIONS

- A. When establishing a new classification within the bargaining unit, the **Employer** will notify the **Union** in writing as to the **Employer's** determination and whether the classification is competitive or non-competitive.
- B. The **Employer** shall notify the **Union** of any revisions to the class specifications or changes to the pay grade for any classification that is currently in the certified bargaining unit prior to the implementation of those revisions. The **Employer** will provide this notice to the Regional Director and Local President of the **Union** in Jacksonville, Florida. The **Union** may submit comments about the revisions within ten (10) days of the date of the **Employer's** notice.

The **Employer** will continue its practice of making class specification revisions prospective from the date of issuance, unless otherwise required by law. In cases where federal or state law requires that a class specification be changed, the City will make every effort to assist incumbent employees to meet the new requirements.

- C. If, during the term of this Agreement, a proposal to increase the rate of employee contributions to the pension system is considered by the **Employer**, the **Employer** and the **Union** shall meet, upon the request of either party, to consider and discuss the effect of such proposed legislation upon the employees in the bargaining unit.

ARTICLE 3: UNION RIGHTS

The **Employer** and the **Union** recognize that it is in the best interest of both parties, the employees, and the public for all dealings between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a bond of common interest exists and is a basis for the development of sound **Union-Management** cooperation to promote the business of government and the welfare of its employees. The **Union** recognizes that in consideration of the commitments undertaken by the **Employer** in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his/her duties. To insure that this relationship continues and improves, the **Employer** and the **Union** and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the **Union's** status as exclusive bargaining representative of all employees as defined in Article 1 of this Agreement. Each party shall bring to the attention of all employees in the unit, including new employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

ARTICLE 4: MANAGEMENT RIGHTS AND SECURITY

Chapter 447, F.S. bestows certain rights on all parties to the collective bargaining process. This Article reaffirms certain of those rights that are granted to the **Employer**.

- 4.1 In accordance with this Agreement and Chapter 447, F.S., the **Union** and its officers, agents, and members agree that they shall have no right to instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of **Employer** operations, or similar activities during the term of this Agreement, for any reason.

Management has the right to discharge or otherwise discipline any employee(s) who violate this provision. Only the factual question of whether the employee(s) to be discharged or disciplined violated the provision prohibiting strikes, slow-downs, concerted stoppages of work, intentional interruptions of **Employer's** operations, or similar activities may be raised in any proceeding (grievance, judicial or other) that contests the **Employer's** action.

- 4.2 The **Union**, its representatives, agents, members, and any persons acting on their behalf, agree that the following "other unlawful acts" as defined in Chapter 447, F.S., are expressly prohibited:

- A. Soliciting public employees during the working hours of any employee who is involved in the solicitation.
- B. Distributing union literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, police stations, fire stations, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in areas not specifically devoted to the performance of any employee's official duties.

- 4.3
- A. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.
 - B. Notwithstanding other provisions of this Agreement, an employee who is found to have violated any provision of this Article may be discharged or otherwise disciplined by the **Employer**.

4.4 ADA Compliance

The parties recognize that the **Employer** is required to comply with the Americans with Disabilities Act, and nothing in this Agreement shall be construed to prevent the **Employer** from carrying out this obligation. Any claimed violation of this provision shall not be subject to arbitration. If the parties cannot resolve the matter using the grievance procedure, the employee may refer the matter to the appropriate governmental agency.

The parties further agree that all provisions of this Agreement shall be applied equally to all employees covered by it.

ARTICLE 5: TOTAL QUALITY PARTNERSHIP

By this Agreement, the Parties confirm their mutual commitment to pursuing Total Quality Leadership in partnership with each other. Primary goals are to continually improve operating systems and customer service; introduce high performance work practices; increase employee involvement in decision making; establish a bench marking process; and provide bargaining unit employees with increased participation in decisions concerning their working conditions and quality of work life.

Efforts to achieve Quality Goals will include, but not be limited to:

- Employee empowerment;
- Development of work teams for the systematic study and improvement of work processes;
- Continuous improvement of work processes;
- Introduction and improvement of system performance measures;
- Development of workforce skills to include instruction in Total Quality Leadership principles, high involvement skills and technical skill;
- Development of effective workforce diversity strategies;
- Development of effective conflict resolution processes;
- Development of innovative compensation systems that tie financial rewards to organizational achievement, e.g., the Team Outstanding Performance Program in Article 10;
- Fostering of a collaborative culture between employees and management.

The Parties recognize that the City's Quality initiatives are still in the formative stages and will develop in iterative fashion during the life of this Agreement.

ARTICLE 6: SPECIAL MEETINGS

- 6.1 The Chief Labor Relations Officer or his/her designee and the **Union** 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 **Union** shall have the right at these special meetings to recommend to the Chief Labor Relations Officer or his/her designee corrections of any inequities known to the **Union**.
- 6.2 The **Union** recognizes that it is the City's objective to provide services to its citizens and taxpayers through the most efficient and cost-effective means possible. From time to time, this may require evaluations of alternative means of providing such services, including contracting with external providers.

The City recognizes that the **Union** desires to make bargaining unit employees competitive with external providers of such services where possible.

Accordingly, once a function has been identified as a candidate but prior to receipt of official proposals, the City agrees to permit the **Union** an opportunity to present options for more efficient and/or cost-effective service provision by bargaining unit employees prior to reaching any final decision to contract with an external provider for services currently provided by bargaining unit employees.

This provision shall not apply to situations in which funding is discontinued by an external source such as the state or federal government.

No bargaining unit employee shall be transferred, reassigned, or demoted, have his/her work week reduced, or be laid off, as a result of the contracting out of any of its present work or services, except as provided for in the Civil Service and Personnel Rules and Regulations.

- 6.3 Should there be any proposed changes in the corporate structure that will have an impact upon the wages, hours, or terms and conditions of employment of the employees in the bargaining unit (as that term is understood in Florida public sector labor relations), the **Employer** will negotiate the impact of those proposed changes in accordance with Chapter 447, Part II, Florida Statutes.

ARTICLE 7: UNION ACTIVITY

7.1 Stewards and Representation

- A. The employees covered by this Agreement will be represented by stewards. A steward assigned to more than one geographical location will be considered a roving steward to function properly under the stewardship procedure. A written list of stewards and alternates will be submitted to the **Employer**, together with the specific areas in which they will function. The alternate steward will only become active in the event of the physical absence of the regular steward and upon prior notification by the **Union**. Alternate Stewards are subject to the same rules and regulations that govern the conduct of stewards.
- B. The **Employer** recognizes and shall work with the appropriate **Union** stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships.
- C. **Union** stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- D. **Union** representatives and stewards are subject to the same rules of the City of Jacksonville and its Independent Agencies as are all other public employees, except as specifically outlined in this Agreement.
- E. While on leave of absence, no employee shall function as a **Union** steward without mutual consent of the **Union** and the **Employer**.
- F. A written list of **Union** stewards and officers shall be furnished to the **Employer** prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the **Employer** promptly of any changes of such **Union** stewards. No **Union** steward shall perform any **Union** work unless the **Union** has complied with this requirement.
- G. A **Union** steward shall be granted time off during working hours without loss of pay to investigate and settle grievances on the job site which is within his/her jurisdiction. The steward must secure approval from his/her immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall record his/her time before leaving the job and upon returning. When entering the area of a supervisor other than his/her own, the steward shall notify that supervisor of his/her presence and purpose.

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance on file

grievance, or when requested by the **Union** in writing. Stewards may receive and discuss grievances of employees on the premises or in the

field during working hours, to the extent that such discussions do not interfere with the work of other employees. **Union** stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee. A **Union** officer may substitute for a **Union** steward for all purposes set forth in this paragraph.

- 7.2 Nothing in this Agreement shall prevent any employee from presenting, at any time, his/her own grievances, in person or by legal counsel to the **Employer**, or from having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 7.3 Employees designated in the bargaining unit shall have the right to join, or to refrain from joining, the **Union**, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the **Union** or by virtue of that employee's holding office or not holding office in the **Union**. This provision shall be applied to all employees in this bargaining unit.
- 7.4 The **Union** shall neither actively solicit grievances nor collect **Union** monies on **Employer** property.
- 7.5 Officials of the **Union**, as designated in Article 1 of this Agreement may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the **Employer**. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on **Employer** property in areas mutually agreed on by the **Union** and the **Employer**.
- 7.6 The Local **Union** President or one alternate officially designated by the Local **Union** President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate **Union** activities requiring his/her presence. This shall not be interpreted to limit the **Union** to the resolution of only one issue at a time City wide, but is intended to limit the number of **Union** representatives being granted time off to attend to a single specific issue. The local **Union** President or alternate must secure approval from his/her immediate supervisor prior to performing such duty. In situations where **Union** representatives are required simultaneously at more than one meeting, the **Union** President may request the Chief Labor Relations Officer to authorize release of up to two additional **Union** representatives.

subject to operational needs.

- 7.7 Arrangements will be made for officers or an accredited representative of the **Union** 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. When an area or building belonging to the **Employer** is not normally open for visitation, then the **Employer** shall provide a responsible escort to that **Union** Officer or accredited representative; provided, this service must be arranged by the **Union** in advance of the visitation.
- 7.8 Due to the large number of employees represented by AFSCME Florida Council 79, two (2) members of the **Union**, elected to local **Union** positions or selected by the **Union** to do **Union** work, may upon written request of the **Union**, and when approved by the **Employer**, subject to applicable Civil Service and Personnel Rules and Regulations governing employees' rights and benefits, be granted a leave of absence without pay for a period of one (1) year, which may be extended during the term of this Agreement, and upon expiration of the leave, shall be re-employed without loss of status. It is understood that employees taking leave under these conditions will only be utilized for service within the Consolidated City of Jacksonville.

ARTICLE 8: BULLETIN BOARDS

- 8.1 A. The **Union** shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the **Employer**. Bulletin boards will be located in employee break rooms or other non-public areas. The **Union** may, if it so desires, provide a bulletin board of standard size for its exclusive use, in keeping with the decor of the above locations, and with the approval of the **Employer**.
- B. In addition, the **Union** will be provided an “electronic bulletin board” established on the City of Jacksonville Employee Portal web site for centralized posting of approved materials.
- 8.2 A. The **Union** agrees that it shall use its space on bulletin boards provided for in Section 8.1 above, for the following purposes:
- Notices of **Union** Meetings
 - Notices of **Union** Elections
 - Reports of **Union** Committees
 - Rulings and Policies of the **Union**
 - Recreational and Social Affairs of the **Union**
 - Union** Bulletins
- B. Any notice or other information that is date-specific shall include the date by which the notice or information will be removed from the electronic bulletin board.
- C. Any conforming notices posted shall only be removed by a representative of the **Union** or as provided in Sections 8.3 and 8.4 of this Agreement.
- 8.3 No material, notices, or announcements shall be posted by the **Union** which contains anything adversely reflecting upon the City of Jacksonville, its officials, managers, consultants or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this section by the **Union** shall entitle the **Employer** to cancel immediately the provisions of this section and remove the posting in violation.
- 8.4 A. Notices or other information intended for electronic posting shall be submitted on acceptable electronic medium to the Chief Labor Relations Officer or his/her designee for approval as to compliance with 8.3 before being posted. Notices or other information intended for electronic posting 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.
- B. To access City facilities to update information on regular bulletin boards, AFSCME shall contact the Chief Labor Relations Officer or designee to make arrangements to do so.

- C. Where bulletin boards are locked, or otherwise inaccessible, the **Employer** shall notify the assigned **Union** steward of the procedure for obtaining access. This procedure must provide the steward or other representative access to the bulletin board within a reasonable time after the request for access.

- 8.5 Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the **Union**, the Chief Labor Relations Officer or his/her designee, and the appropriate member of the agency involved. Such meeting or conference shall be held within one (1) working day after receipt of a written complaint by either the **Employer** or the **Union** that a violation exists.

ARTICLE 9: HOURS OF WORK AND OVERTIME PAYMENT

9.1 Each employee is assigned to either a shift or non-shift schedule.

- A. A shift is:
- (1) a normal work schedule that changes on a regular and rotating basis; or
 - (2) a fixed schedule with a start time after 11:59 a.m. and before 4:00 a.m.
- B. A non-shift is a work schedule that does not change on a regular and rotating basis with a start time after 4:00 a.m. and before 11:59 a.m.

9.2 A. Definition of "Work Schedule"

A schedule consists of assigned work hours within a shift or non-shift designation. There are four major work schedule blocks as follows:

- Morning Schedule – start time between 4:00 a.m. and 11:59 a.m.
- Afternoon Schedule – start time between 12:00 p.m. and 5:59 p.m.
- Evening Schedule – start time between 6:00 p.m. and 11:59 p.m.
- Night Schedule – start time between midnight and 4:00 a.m.

Schedules as defined herein do not affect employees' entitlement to shift differential.

An employee assigned to a work schedule may have different reporting times on different days so long as the start times are all within the same schedule. For example, an employee assigned to a morning schedule may report at 9:00 a.m. three days in a week and at 10:00 a.m. on two days within the same week. Section 9.4(b) shall not apply to start time changes within the same "schedule" as defined in this section.

B. "Non-Shift" Work Weeks and Work Schedules

- (1) Five (5) eight-hour days, Monday through Friday;
- (2) Employees assigned to an odd work week which shall consist of five (5) days which may begin on any day. Except where mutually agreed to by the employee and the department head, such work days shall be consecutive;
- (3) Departments with six (6) or seven (7) day operations, may have different shift configurations;

- (4) Four (4) ten (10) hour days. Employees assigned to the ten (10) hour day will have varied work days and non-work days;
- (5) Twelve (12) hour days. Employees assigned to the twelve (12) hour day will have varied work days and non-work days;
- (6) Five (5) seven (7) hour days worked only by Program Aides assigned to the Recreation and Community Services Department.

9.3 Changes to Schedules and Shifts

A. Shift Assignments

Employees provide service to the City's citizens. In assigning employees to a workweek as provided in Article 9.2, the **Employer** shall determine staffing, work schedules, and any special requirements for each assignment. The **Employer** shall notify the **Union** at least ten (10) working days in advance of any overall schedule changes. This provision does not apply to changing an employee's assignment from one existing schedule to a different existing schedule.

B. New Schedules

- (1) Nothing in this Agreement shall limit the **Employer** from creating new work schedules or work weeks not described in Article 9.2, provided that the **Union** 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.
- (2) Before implementing a new schedule not described above in Article 9.1 or 9.2, the **Employer** will meet with the **Union** to discuss the method(s) by which employees shall be selected for the new schedule(s) using the provisions of Article 5.
 - (a) if mutually agreed upon, such selection methods shall be reduced to writing;
 - (b) if the **Employer** is unable to obtain sufficient employees by the agreed-upon method of selection;
 - (c) or if the parties are unable to agree upon the method of selection, the **Employer** shall select employees for the new schedule.

(3) Notice

The **Employer** will give an employee at least seven (7) working days notice before changing his/her regular work schedule. The seven (7) days notice shall not be required in an emergency or if the change is made in accordance with provisions of Section 9.5(c).

Note: For purposes of this article, "working days" is as defined in the Civil Service and Personnel Rules and Regulations.

9.4 Individual Work Schedule Assignments

A. Posting of Work Schedules

Work schedules showing employees' shifts, work days, and hours will be posted on appropriate bulletin boards not less than ten (10) days in advance, and will reflect at least a two (2) week work schedule. The **Employer** will make a good faith effort to post a one (1) month schedule. The **Employer** shall determine staffing, schedules of work, and the special requirements of each assignment.

However, with prior written approval of the supervisor(s), and provided there is no detriment to the **Employer**, employees may agree to exchange days or shifts on a time-limited basis.

B. Weekend Work on Rotating Shifts

When work schedules are rotated, the **Employer** shall equalize weekend work among employees in this bargaining unit working in the same functional unit, and shall grant at least one weekend off per month to each employee, whenever this can be accomplished without interfering with efficient operations.

C. Limitation on Working Multiple Shifts in the Same Week

Except in emergencies, employees will not be required to work more than two (2) different shifts in a work week.

(1) Shift Assignment for Employees other than Jacksonville Sheriff's Office (JSO)

(a) In areas, sections, and departments where there are non-rotating shifts, an employee may request a change of shift in writing. Forms required will be provided by the **Employer**, and shall be dated and signed by the department head or designee, and by the employee.

making the request. The employee shall be furnished a

copy of the signed request form. The employee's written request will be kept on file indicating the shift requested. When a vacancy occurs and two or more employees in the same class have requested that shift, or when shift assignments are made or requested by the **Employer**, the following factors will be used to determine shift assignments:

- (i) Length of service with the **Employer** for employees whose request has been on file for at least twenty (20) days prior to the vacancy occurring.
 - (ii) Whether or not the efficiency and competency of the shift the employee now works will be unduly compromised if such requested transfer is made.
- (b) The **Employer** shall not unreasonably deny an employee's request for transfer to another shift. If there are insufficient volunteers, the **Employer** shall assign the least senior qualified employee.

(2) Shift Assignment for JSO Employees

- (a) Management will designate the staffing structure. Employees will bid for positions and bids will be ordered based upon employees' date of employment in a City civil service classification, which will be obtained from the official personnel file in the JSO Personnel Division. Time connections will not be considered in determining the date of employment.
- (b) Once employees have been assigned to shifts, requests for mutual exchange of shifts between two (2) employees in the same class will be considered at management's discretion. Such requests for mutual exchange of shifts shall not constitute a "vacancy." Nor shall requests for mutual exchange of shift undermine the bidding process by routinely allowing senior employees to trade shifts to junior employees in exchange for consideration. Notwithstanding the above, and provided there is no penalty to the JSO, and the efficiency and competency of the shift are not affected, employees of the same class may, with prior written approval of Management, agree to exchange shifts on a time-limited basis.
- (c) Future shift openings will be posted and bid as vacancies occur. In the event a vacancy cannot be filled through the bid process, the least senior employee will be

selected.

- (d) Management reserves the right to transfer an employee to ensure the efficiency and competency of the affected units. This is not intended to negate the seniority system. The **Union** will be notified prior to any implementation of this subsection.

9.5 Authorizing, Scheduling and Paying for Overtime Work

A. Authorization of Overtime

- (1) No employee may authorize overtime for himself/herself, but shall be paid for overtime worked as authorized by his/her supervisor.
- (2) Management shall determine the necessity for overtime work, and employees are obliged to work overtime as assigned. It is the **Employer's** responsibility to distribute the opportunity for overtime work equitably among employees in the classifications normally performing the same types of work in each assigned shift, crew, or work area. Equitable distribution of the opportunity for overtime work should not be the cause of increased cost or operational delays. The **Employer** recognizes that it may be inconvenient for an employee to work overtime at certain times, and will fairly consider each request for relief from overtime.
- (3) Overtime records of the **Employer** shall be made available to **Union** officials when requested to resolve a question involving distribution of overtime.
- (4) Nothing in this article shall require overtime payment for hours not actually worked.

B. Payment for Overtime

- (1) Except as otherwise specified, overtime will be paid at the rate of time-and-one-half (1-1/2) for all hours worked in excess of the employee's normal workday, and for all hours worked in excess of forty (40) hours per work week for which overtime compensation has not been previously paid.
- (2) Double time shall be paid for continuous hours worked in excess of sixteen (16).
- (3) All compensated time shall be included when calculating the forty (40) hour threshold.
- (4) Except as provided for in 9.5(c), compensation for overtime shall

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be in the form of cash.

- (5) Premium overtime payments shall not be duplicated for the same hours under any of the terms of this Agreement. Calculation of the overtime rate will include shift differential where applicable.

C. Compensatory Time in Lieu of Payment

- (1) An employee may elect to earn compensatory time at the rate of time-and-one-half (1-1/2) in lieu of cash payment with the approval of the department head. Requests for compensatory time shall be submitted on forms provided by the **Employer**.
- (2) Employees may accrue up to two hundred-forty (240) hours of compensatory time. When an employee has accrued the maximum amount of compensatory time, compensation for subsequent overtime worked shall be in cash.
- (3) The **Employer** may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave time will continue to be honored.

D. Adjustment of Work Schedule

- (1) Notwithstanding the provisions of Section 9.4, where mutually agreeable to the employee and Management, an employee may voluntarily adjust his/her daily or weekly schedule without incurring payment of time-and-one-half (1-1/2) for hours worked in excess of the employee's normal workday. An example of such a situation is an employee who works additional hours on one day of the work week in order to take an equal amount of time off on another day in the same work week (e.g., for medical or personal reasons) without charging the absence to annual or personal leave.
- (2) So long as the total number of hours worked during the work week does not exceed forty (40), no overtime payment is required. So long as it is mutually agreeable to both, the adjustment may be proposed by either the employee or Management.
- (3) 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.

Notice requirements of Section 9.4(a) shall not apply to schedule adjustments made in accordance with this section.

E. Call-Ins and Rest Periods

- (1) In the interest of good service, employees are required to respond to emergency call-ins.
- (2) An employee who has left his/her normal place of work at the end of the scheduled work day and is called back to work shall be compensated for overtime worked in accordance with this article, provided that he/she shall be paid for a minimum of four (4) hours at the rate of time-and-one-half (1-1/2). This minimum payment will not apply if the employee is called back to work immediately before the start of the employee's regular workday.
- (3) An employee who has worked sixteen (16) or more continuous hours, or eight (8) or more hours overtime in the sixteen (16) hour period immediately preceding his/her regular workday, shall, upon release, be given an eight (8) hour rest period, before he/she returns to work. If this rest period continues into the employee's regular workday, the employee will be credited and paid for the regular work day without charge to annual or personal leave. An employee who is called back to work without completing his/her eight (8) hour rest period shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked from the time he/she reports back to work through when he/she is released for another eight (8) hour rest period. Paid rest time shall be considered as time worked for the purpose of determining the forty (40) hour threshold for payment of overtime.

F. Meal Breaks and Allowances

- (1) The **Employer** will provide a meal, or pay a meal allowance in the sum of six dollars (\$6.00), when an employee is required to work four (4) hours before or after his/her regular shift without a meal break and in six (6) hour increments thereafter if he/she continues working without a meal break.
- (2) Meal allowances shall be paid no later than the end of the first pay period after the pay period in which the meal allowance is earned.
- (3) ECO's who do not receive a meal break during their shift or work day shall be compensated for an additional ten (10) minutes at the appropriate rate.

Article 10: WAGES (2008~~9~~ Re-Opener Language)

10.1 A. Each classification in the bargaining unit is assigned to a Pay Grade based upon the evaluation of the classification. Each Pay Grade consists of a salary range with starting and maximum rates.

B. ~~General Wage Increases:~~
General Wages:

~~1.75% effective October 1, 2008~~

There will be no general wage increase in fiscal year 2009-2010.

C. Employees whose current base salaries are above the maximum rate of the range of the assigned Pay Grade will have their base salaries maintained at the current level until such time as the maximum of the range of the assigned Pay Grade increases to encompass their base salaries.

D. ~~Starting rates of the Pay Grades will increase decrease as follows:~~
Starting rates of the Pay Grades:

~~1.00 % effective October 1, 2008~~

~~3.00 % effective October 1, 2009~~

There will be no change in the start rates of the pay grades for fiscal year 2009-2010.

~~Maximum rates of the Pay Grades will increase as follows:~~

Maximum rates of the Pay Grades:

~~2.00% effective October 1, 2008~~

There will be no change in the maximum rates of the pay grades for fiscal year 2009-2010.

E. **Performance-Based Pay Increases:**

For fiscal year 2009-2010, no pay for performance increases are authorized. and the provisions in 10.1(E) (1-5) shall not be applicable.

~~Effective October 1, 2008, a performance pool budget will be established equal to 0.25% of the base pay payroll for the bargaining unit.~~

~~— 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 120% of the amount paid to employees whose performance is rated “Full.”~~
- ~~(3) — Employees whose performance is rated as “Distinguished” will be paid 120% of the amount paid to employees whose performance is rated “Exemplary.”~~
- ~~(4) — Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.~~
- ~~(5) — Employees who are at the maximum of the pay grade shall receive all performance pay above the maximum that they would have received in that budget year in the form of a one time cash bonus.~~

~~— The parties recognize that employees benefit when their pay is related to their job performance. The parties recognize that tying pay to performance requires a performance measurement system that fairly and equitably differentiates among levels of performance.~~

10.2 A. Special Pay Increases

If conditions exist which justify pay increases to provide equity or for other reasons not provided in this Plan, the Chief of Human Resources, 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. If as a condition of approval of such increases any provisions of this part are affected, the Chief of Human Resources shall issue special instructions to be followed in connection with future increases. The **Union** shall be given a copy of the agenda item for the proposed increase prior to its submission to MBRC. Upon request, the **Union** shall be given an opportunity to present in writing their position on the proposed increase to MBRC.

B. Pay Increases Based on Pay Grade Reassignments

With the concurrence of the appropriate budgetary authority, the Chief of Human Resources may approve pay adjustments for employees in classifications for which the pay grade is elevated. Such increases shall not exceed 5% for a one-grade elevation, 10% for a two-grade elevation and 15% for a three-grade elevation.

increases shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned.

C. TOPPS

Team Outstanding Performance Programs (TOPPS) may be developed for subsequent rating periods. The TOPP may encompass reasonable goals and be consistent, taking assignment and classification into consideration. It is the intent of the parties that employees on teams who have demonstrated outstanding ability and exemplary effort by reaching the goals in their Team Outstanding Performance Plan (TOPP) receive increases in the form of one-time payments not applied to the employee's base salary.

~~**D. Performance Evaluations**~~

~~Performance evaluations of employees in this bargaining unit shall be in writing and shall use a standardized format and procedure. An employee who has passed initial probation, believes that his/her evaluation has not been conducted in accordance with established procedure, or who contests the basis for his/her rating may appeal the complaint through Step IV of the Grievance Procedure as set forth in Article 19.~~

~~**E.D. Shift Differential**~~

Employees assigned to work any shift other than the normal day shift* shall receive the following shift differential pay**:

Start Time	Shift Differential
12:00 p.m. through 10:29 p.m.	3%
10:30 p.m. through 3:59 a.m.	6%

* A normal day shift is defined as any shift whose start time is between 4:00 a.m. and 11:59 a.m.

** Eligibility for shift differential shall be based on the shift start time. When an employee's work period covers more than one shift for which a differential is payable, the amount of the differential shall be determined by the shift in which the majority of the work hours fall.

Non-shift employees whose regular schedules include periodic and recurring rotation to evening or night shift assignments shall be eligible for the applicable shift differential.

Shift differential will not be paid when two employees agree to exchange shifts with the result that one of them works during a period

otherwise eligible for shift differential.

Shift differential will not be paid when an employee is assigned to temporarily work a different shift with the result that the employee works during a period otherwise eligible for shift differential.

FE. Differential for Aerial Bucket Work

In addition to their regular wages, employees assigned to cut tree limbs while in an aerial bucket shall receive a 15% differential for the period of time they are actually working in the aerial bucket.

10.3 Service Raise

For each five (5) years of continuous service with the **Employer**, computed from the date of initial employment an employee shall receive an annual increase in salary of three hundred (\$300.00). This increase shall be in addition to any general or special raises which may be granted from time to time.

10.4 Reversion Pay

When an employee is returned to his/her former class during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to promotion, as though the promotion had not been granted. In such event, the employee shall be eligible for any increases the employee normally would have received had the employee not been promoted. When a reassignment is made, the base pay of the reassigned employee shall remain the same.

10.5 Administration of the Pay Plan

The Chief of Human Resources shall adhere to the following administrative procedures in the implementation of the pay plan for employees in the bargaining unit:

A. Appointment from Appendix B

(1) Same Classification

An employee currently employed under Appendix B of this agreement performing work comparable to the Civil Service classification to which he/she is appointed, shall be placed at his/her current salary when given an original appointment to a classified position.

(2) Different Classification

An employee currently employed under Appendix B of this agreement performing work comparable to a Civil Service

classification other than the one to which he/she is appointed, shall have his/her salary set in the same manner as a candidate hired from an external list.

B. Higher Start Rate

Where there have been demonstrated difficulties in recruiting qualified candidates for specific classifications within the bargaining unit, the Chief of Human Resources may authorize a higher starting rate within the range for candidates meeting minimum qualifications. The Chief of Human Resources will notify the **Union** of such change at least two (2)

weeks prior to its effective date. The Chief of Human Resources will review the recruiting situation and the higher starting rate at least every six (6) months. When a higher starting rate has been authorized pursuant to this section, all candidates meeting the minimum qualifications will be given the higher start rate.

C. Advanced Appointment Rate

The department head may approve initial compensation up to 25% above the starting rate of the range if the candidate to be appointed has a combination of education, training and experience that exceeds the minimum requirements specified for the class. Where warranted by the candidate's education, training and experience, the Chief of Human Resources may approve higher initial compensation.

D. Equity Adjustments Based on Advanced Appointments

When an employee is appointed to any classified position and is hired at a rate above the starting rate of the range, other employees in the class in the same organizational unit with similar education, training and experience will have their base salaries increased to that of the newly appointed employee unless the appointed employee was previously employed under Appendix B as provided in 10.5(a). Employees who are subject to disciplinary reductions in pay shall not be granted such increases until expiration of the disciplinary reduction.

E. Equity Adjustments in Class Series

When an employee is appointed to any classified position and is hired at a rate above the starting rate of the range, the Chief of Human Resources, 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, training and experience, and whose salaries are less than 5% above the highest paid newly-hired employee in the lower classification. When approved, such increases may be granted.

the pay range, up to 5% above that of the highest paid newly-hired employee in the lower classification. When requested and approved, equity increases pursuant to this section 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. Equity increases will not be applicable if the newly-hired employee was previously employed under Appendix B as provided in 10.5(a).

F. End of Probation Increases

Upon successful completion of the initial probationary period, the base salary of the newly appointed employee, and any other employee similarly treated in accordance with 10.5(d) or (e) above shall be advanced 5% or to the maximum of the range, whichever is less. When the newly-hired employee completes probation and receives a 5% end of probation increase, those employees in the higher classification who received the initial salary adjustment shall have their salary increased by five percent (5%).

G. Promotional Increases

When an employee is promoted to a classification in a higher Pay Grade, the employee's base salary shall be increased by 5% or to the minimum rate of the range whichever is greater. Upon satisfactory completion of the probationary period following promotion, the base salary of the employee shall be advanced 5% or to the maximum of the range, whichever is less. In cases where the Chief of Human Resources, 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 15% upon promotion. Employees in classifications so designated shall not receive end of probation increases.

In no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion.

H. Emergency Communication Officer Advancement

Fire and Rescue Communications Officers (FRCO) shall be advanced eight percent (8%) within their salary range upon reaching four (4) years' seniority. Police Emergency Communications Officers (PECO) shall be advanced eight percent (8%) within their salary range upon reaching three (3) years' seniority. This provision shall not apply to those employees in red-lined PECO I positions.

I. Pay Upon Demotion

When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee may be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum of the range. If the employee is promoted again within a 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 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.

J. **Voluntary Demotion**

In the case of voluntary demotions, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate ~~determined by the employer. that results in a 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 12-month period following the demotion, he/she will receive a promotional increase of 5% upon promotion, but will not receive an end of probation increase unless his/her salary was reduced at the time of demotion to the maximum 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.

K. **Reduction in Force**

When employees are demoted or otherwise reassigned in connection with a Reduction in Force, the **Employer**, at its sole discretion, may maintain the base pay levels of all affected employees irrespective of any conflicting provisions of this Agreement or the Civil Service and Personnel Rules and Regulations.

L. **ADA Placements**

When employees are demoted or otherwise reassigned in connection with a placement under the Americans With Disabilities Act (ADA), the **Employer**, at its sole discretion, may maintain the base pay levels of all affected employees irrespective of any conflicting provisions of this Agreement or the Civil Service and Personnel Rules and Regulations.

10.6 **Out of Classification Pay**

When an employee is required by the **Employer** to accept the responsibility for work in a higher class or position for at least one (1) hour on continuous

duty, unless the employee is assigned to a higher classification for the purpose of on-the-job training for definite advancement purposes, such employee shall be compensated at the minimum of the range of the higher classification or shall receive a 5% increase, whichever is greater, for the time actually worked in the higher class. In no case, however, can the adjusted salary level exceed the maximum rate of the salary range of the higher position. An employee may be temporarily assigned to the work of any position of the same or lower classification without any change in pay. No on-the-job training without out-of-classification pay shall exceed twenty (20) workdays.

10.7 Supplemental Pay for Property Appraiser Certification

Supplemental pay in the amount of fifty dollars (\$50.00) per month may be granted to employees of the Property Appraiser who have attained either the designation of Certified Florida Evaluator or Certified Assessment Evaluator. 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 Property Appraiser's Office and the State Department of Revenue. The Amount shall be fifty (\$50.00) Dollars per month.

10.8 Realignment of Pay Grades

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 parties agree that assignment of work to particular classifications, evaluation of classifications and resulting pay grade assignments are management prerogatives. The **Employer** recognizes the **Union's** interest in maintaining equity among classifications in the bargaining unit. Accordingly, during the life of this Agreement the **Union** may notify the Chief of Human Resources 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 Chief of Human Resources shall conduct an appropriate review of the circumstances and report the findings to the **Union** and to the appropriate budgetary authority for action as warranted. This review may include recommendations for pay adjustments for affected employees where appropriate.

The Chief of Human Resources 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.

10.9 Pay Incentives for JSO Employees

- A. Police Emergency Communications Officers, Fingerprint Technicians, Fingerprint Technician Trainees and Police Service Technicians are eligible for certain pay incentives for college credit, as provided in this section.
- B. For the purpose of this section, the definition of Police Science and Administration shall mean those subjects as outlined in the Police Science and Administration Program of Study as published in the University of Florida catalog for the Law Enforcement Certificate in Criminal Justice.
- C. Police Emergency Communications Officers, Fingerprint Technicians, Fingerprint Technician Trainees and Police Service Technicians who have successfully completed at least thirty (30) semester hours toward an Associate of Arts or Associate of Science degree in the Police Sciences with a "C" average or better and with at least twelve (12) of said semester hours to be entirely Police Science, shall receive a forty dollar (\$40.00) per month pay differential. The "C" average or better requirement shall not apply to those employees receiving college incentive pay prior to October 1, 1978.
- D. The pay differential provided for in section 10. 9 (C) and (G), and 10.10 (A) and (B) shall continue in effect only so long as the employee continues his/her educational program without any break in enrollment except for the summer sessions (this has been interpreted to require the employee to attend and satisfactorily complete at least one (1) course during at least two (2) of the four (4) terms of the school year). The school year normally commences in August and ends in July of the following calendar year.

TERM I	FALL	TERM AUGUST-DECEMBER
TERM II	WINTER	TERM JANUARY-APRIL
TERM III	SPRING	TERM MAY-JUNE
TERM IV	SUMMER	TERM JUNE-JULY

Failure to meet this attendance requirement will result in the discontinuation of the differential pay provided for in section 10. 9 (c) and (g), and 10.10 (a) and (b), effective at the beginning of the first pay period in September. It will be the responsibility of the employee receiving the differential pay to submit to the Personnel Division a copy of the college transcript at the end of each term which he/she attends.

- E. Each employee in the bargaining unit who has successfully completed the program of study requirement to qualify for and possesses an Associate of Science Degree in the Police Sciences with a "C" average or better and with at least eighteen (18) semester hours to

be entirely Police Science, shall receive an eighty dollar (\$80.00) per month pay differential. The "C" or better average requirement shall not apply to those employees receiving college incentive pay prior to October 1, 1978.

F. Eligible employees in the bargaining unit who have successfully completed his/her Associate of Arts degree, Associate of Science degree or Baccalaureate degree, and whose Associate of Arts or Associate of Science degree is not from the Florida State Community College at Jacksonville, shall qualify for pay incentive for college credit as follows:

(1) Each PST, FT, FTT or PECO in the bargaining unit who has successfully completed fifteen (15) credit hours with "C" or better average towards the Law Enforcement Certificate in Criminal Justice at the University of North Florida shall receive a forty dollar (\$40.00) per month pay differential.

(2) Each PST, FT, FTT or PECO in the bargaining unit who has successfully completed twenty-five (25) credit hours with a "C" average or better towards the Law Enforcement Certificate in Criminal Justice at the University of North Florida shall receive an eighty dollar (\$80.00) per month pay differential.

No employee shall receive differential under the provisions of both (1) and (2).

G. Field Training Officer Pay

Qualified Field Training Officers in the Jacksonville Sheriff's Office shall be granted an additional five percent (5%) above their base pay for each day they are actually training an assigned ECO or Fingerprint Technician trainee.

10.10 A. Fire and Rescue Communications Officers (FRCO) who are enrolled in courses in the field of Fire Science or Emergency Medical Services will qualify for pay incentive for college credit on the following basis:

(1) Those who have successfully completed fifteen (15) credit hours with a "C" or better average shall receive forty dollars (\$40.00) per month pay differential.

(2) Those who have successfully completed twenty-five (25) credit hours with a "C" or better average shall receive eighty dollars (\$80.00) per month pay differential.

No employee shall receive differential under the provisions of both (1)

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and (2).

- B. Supplemental pay of seventy five-dollars (\$75.00) per month shall be paid to those FRCO's permanently assigned to the Fire Department who maintain certification as an EMT or higher. Supplemental pay of one hundred dollars (\$100.00) per month shall be paid to those FRCO's permanently assigned to the Fire Department who maintains certification as a Paramedic. No employee shall receive supplemental pay for certification as an EMT and certification as a Paramedic at the same time.
- C. Qualified Field Training Officers in the Jacksonville Fire Rescue Department shall be granted an additional five percent (5%) above their base pay for each day they are actually training an assigned FRCO.

10.11 JSO and JFRD employees in any Emergency Communication Officer classification who is bi-lingual in English and Spanish shall receive one hundred dollars (\$100.00) per month differential in addition to base pay. This payment will not continue beyond the expiration date of this agreement. The payment will be re-evaluated to determine if there is an offset in costs incurred by using a translation service. Any future payments will be addressed in subsequent collective bargaining.

10.12 At its sole discretion, 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. Prior to the implementation of an incentive program, the **Employer** will provide the **Union** with at least two-weeks written notice of the following information:

- 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

10.13 Employee Referral Incentive

At its sole discretion, the **Employer** may 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 **Union** with at least two weeks 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

10.14 Stand-by Pay

Employees shall receive fifteen (\$15.00) dollars a day for each day they are required to be on standby status during off-duty hours.

Standby time shall be that time when an employee is required to keep the **Employer** advised as to his/her whereabouts and be available to report for duty no more than forty-five (45) minutes after such notification.

10.15 Difficult-to-Recruit Positions

- A.** The City strives to provide a safe and healthy work environment for employees by minimizing exposure to known risks and by providing employees with the tools, equipment and training needed to perform their jobs safely. The City does not intend to expose employees to unnecessary hazards in the course of their employment and does not compensate employees for exposing themselves to risks and hazards due to unsafe work practices.
- B.** From time to time, the Chief of Human Resources may determine that supplemental payments are appropriate for employees performing work under uncomfortable or undesirable working conditions and may, in his/her sole discretion, establish criteria for making such supplemental payments. In his/her sole discretion, the Chief of Human Resources, with the concurrence of the Mayor's Budget Review Committee, may authorize such supplemental payments for employees in those classifications, assignments or locations. If such supplemental payments are authorized, the City will provide the Union with at least two weeks written notice of the following information:
- Eligibility criteria for supplemental payments
 - The amount and nature of the payments
 - Effective date of the supplemental payments
 - Classifications, assignments or locations in which employees will be eligible for supplemental payments
 - Current bargaining unit employees eligible to receive the payments
- C.** During the life of this Agreement, the City agrees to pay one hundred dollars (\$100.00) per month to employees in the following classifications and assignments: Mosquito Control Sprayer, Mosquito

Control Inspector, Pilot/A&P Mechanic and A&P Mechanic Inspector, Utility Worker, Equipment Repairman, Laboratory Technician assigned to the Mosquito Control activity, A&P Mechanic Inspector and A&P Mechanic Working Supervisor assigned to the Jacksonville Sheriff's Office; Animal Control Officer and Animal Control Officer Senior and assigned to the Animal Control activity who are directly responsible for the handling of animals.

- D. Where the **Union** believes it to be appropriate under the criteria established under 10.12(b), it may propose in writing to the Chief of Human Resources that specified classifications, assignments or locations receive supplemental payments in accordance with this article. The City will consider such proposal, meet with the **Union** upon request, and provide a written response within 14 calendar days.

- E. In order to meet future workforce needs, the City plans to provide on-the-job training in specialized skills in certain occupational areas. Employees hired into career paths that will need these skills will be Trainees with probationary civil service status during their first year of employment. Employees who successfully complete the Trainee year will be promoted within the class series with permanent status, and will receive a 10% pay increase. Employees who do not successfully complete the Trainee year will be terminated. Trainees will not have reversion rights to any other classification.

As part of the implementation of this section, the parties will develop standards and procedures to govern the training and development provided to employees hired into Trainee classes in a side letter.

10.16 Incentive Programs

At its sole discretion, the **Employer** may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that result in savings or other benefits, or other similar work-related improvements, results, or actions, provided the **Union** is informed in writing of any such programs.

10.17 Voluntary Severance Plan

The parties understand that during the life of this Agreement the **Employer** may, at its option, offer a voluntary severance plan to certain classifications of bargaining unit employees. Such plan would be on terms proposed by the **Employer** and any decision to accept such a plan would be made on an individual basis by each individual employee. The **Union** will be notified in writing of any such severance plan. In the event that execution of such a plan required a reorganization or redeployment by the **Employer**, the **Union**

would have the right to request impact bargaining to the extent provided by law.

ARTICLE 11: EMPLOYEE BENEFITS (2008~~9~~ Re-Opener Language)

11.1 A. Comprehensive Medical Coverage

The **Employer** agrees to provide comprehensive medical coverage for each employee at no expense to the employee. In addition, the **Employer** will pay fifty percent (50%) of the actual cost of comprehensive medical coverage of eligible dependents. The employee will pay the remaining fifty percent (50%) of the actual cost.

B. Employee Benefits Advisory Committee

The City shall continue to utilize the joint labor-management committee known as the Employee Benefits Advisory Committee. The Employee Benefits Advisory Committee shall be composed of one (1) member who is either a **Union** President (or designee), or Business Manager, appointed by each bargaining agent, and four (4) members appointed by the City. The Employee Benefits Advisory Committee will continue to be co-chaired by a **Union** representative and a City representative. Changes in the health and hospitalization insurance program provided by the City shall be discussed by the committee before the changes are implemented.

11.2 Group Term Life Insurance

A. Employees

The **Employer** shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one times annual salary, with a double indemnity clause for accidental death and dismemberment for employees covered by this Agreement. It shall further allow the employee, at his/her option to purchase group term life insurance, where available, at the expense of the employee, under the same policy, for one, two, or three times annual salary, with a double indemnity clause for accidental death and dismemberment. Coverage may be reduced at age 70 to 65% of benefits under the policy. Where certain occupations are excluded from the insurance policy, the City will self-insure the one-times annual salary life insurance benefit, including double indemnity for accidental death and dismemberment.

B. Retirees

Employees who retire after the effective date of this Agreement, or who have retired from classifications in this bargaining unit and who are already covered by the group term life insurance policy on file

purchase life insurance coverage in increments of five thousand dollars (\$5,000), not to exceed fifteen thousand (\$15,000) at their own expense at the group rate applicable to retirees. Those retirees under age 70 presently covered for \$5,000, who wish to purchase additional coverage, will be subject to proof of insurability as required by the carrier. Retired employees age 70 and over may purchase five thousand dollars (\$5,000) coverage only.

11.3 Cancer Insurance

A program of cancer insurance will be offered at the employee's expense through payroll deduction to employees covered by this Agreement.

11.4 Group Dental Health Insurance

The **Employer**, recognizing that it does not provide group dental health insurance for its employees, agrees to pay a premium of ten dollars (\$10.00) 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.

11.5 Union-Sponsored Payroll Deductions

The **Employer** agrees to provide a payroll deduction process that is to be available to the employees in the bargaining unit for various employee plans. These plans shall be administered by an "Agent of Record" designated by the **Union**. The **Employer** may assess an administrative charge not to exceed six cents per deduction per payroll. The **Union** agrees to indemnify and hold the **Employer** harmless against any claims made, and against any lawsuits brought, against the **Employer** as a result of this payroll deduction process.

11.6 Tool Allowance

A. Employees in the Fleet Management Division shall receive a quarterly tool allowance in accordance with the following schedule, provided the employee worked or was on paid leave during the quarter. The allowance shall be paid not later than the 15th day of the next month following the end of the quarter.

Job Title Allowance	Quarterly
Fleet General Services Technician	\$350.00
Journeyman	\$450.00
Leaderman	\$450.00

- B. Employees of the general government in craft classifications who meet the requirements of Section 11.7(a) may, at the sole discretion of the appropriate department director, be granted a tool allowance under the same conditions described for motor pool employees in an amount to be determined by that department director.

11.7 Travel and Parking Costs

A. Mileage Reimbursement for Travel

An employee who is required to use his/her personal automobile in the performance of his/her duties will be reimbursed for operating expenses at the rate-per-mile traveled as prescribed by City Council Ordinance exclusive of mileage traveled to and from the employee's work location.

B. Mileage Reimbursement for Temporary Assignment

The **Employer** will also pay the mileage allowance for travel from a permanent job site to a temporary job site and the return to the permanent site each day of a temporary assignment for any reason other than replacing employees who are absent.

An employee who, after reporting to his/her assigned work location, is required to work at another location and is required to use his/her personal automobile to travel to the other location, shall receive mileage reimbursement for the distance to and from the assigned work locations in accordance with this Section.

C. Parking Space Provided

Parking space will be provided for employees who are required to use their personal vehicles on a consistent basis, as a condition of employment in the performance of their duties.

D. Parking for JSO Employees

To the extent practicable, the **Employer** will, during the life of this Agreement, provide parking spaces at the Marsh and Bay Street Parking Lot, at no charge, for use by employees who work on color squads or who do not work Monday-Friday with weekends off.

11.8 CDL License Renewal Fees

- A. **Commercial Driver's License (CDL)** - The **Employer** will reimburse up to fifty dollars (\$50.00) for the cost of obtaining or renewing a Commercial

Driver's License for all employees whose jobs require them to maintain a CDL.

- B. **Hazardous Materials (HazMat) Endorsement** - ~~Effective October 1, 2008~~, the **Employer** will reimburse the cost of obtaining or renewing a CDL with Hazardous Material (HazMat) Endorsement, including the cost of the background check required by the Transportation Safety Administration (TSA).

11.9 Personal Property Damage

- A. The **Employer** will repair or replace personal property, including tool boxes, of employees covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 11.10 (b) through 11.10(f).
- B. The **Employer** will repair or replace a bargaining unit employee's personal property, if all of the following conditions have been met:
 - (1) the personal property was damaged as a result of the employee's performance of his/her duties;
 - (2) the damage was not the result of the employee's own negligence;
 - (3) the employee reports the damage to the appropriate department head or agency authority within two (2) working days after the occurrence of the damage on a form provided for this purpose.
- C. The **Employer** reserves the right to determine whether to repair or replace damaged property.
- D. The **Employer** will not repair or replace telephones, pagers or other electronic devices, rings or other jewelry, except for watches. The **Employer** will not repair or replace tools for those employees who receive the tool allowance provided for in Section 11.7.
- E. In no event will the **Employer** pay more than two hundred fifty dollars (\$250.00) to repair or replace any damaged property, except watches, which will be limited to one hundred dollars (\$100.00).
- F. When an employee is entitled to payment under this section, the **Employer** shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage.

11.10 Section 125 IRC Cafeteria Plan

The **Union** recognizes that the **Employer** has developed a Section 125 I.R.C. Cafeteria Plan for the benefit of employees.

11.11 Uniforms

A. The **Employer** shall furnish uniform(s) to Fire Rescue Communication Officers in the JFRD, Police Emergency Communication Officers (ECO's), Fingerprint Technicians, Fingerprint Technician Trainees and Police Services Technicians (PST's) in the Sheriff's Office.

B. **Cleaning Allowance**

Employees who are required to wear uniforms, and who have worked or have been on paid leave at least ten (10) days in each month of the quarter, are eligible to receive, at the **Employer's** option, a quarterly uniform cleaning allowance in the amount of seventy-five dollars (\$75.00).

(1) If the **Employer** elects not to pay the uniform cleaning allowance, the **Employer** shall be responsible for cleaning the uniforms.

(2) If the **Employer** elects to pay the uniform cleaning allowance, the employee shall be responsible for cleaning of the uniform, and failure to do so may result in disciplinary action.

(3) If the **Employer** elects to pay a uniform cleaning allowance, it shall be paid no later than the second pay day of the month following the end of the quarter.

C. The **Employer** shall furnish all necessary equipment to ECO's, PST's and Code Enforcement Officers, as required for the performance of their duties.

D. In those activities where safety shoes are required to be worn, the **Employer** 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.

~~11.12 Increase in Pension Contributions~~

~~If, during the term of this Agreement, a proposal to increase the rate of employee contributions to the pension system is considered by the **Employer**, the **Employer** and the **Union** shall meet, upon the request of either party, to consider and discuss the effect of such proposed legislation upon the~~

employees in the bargaining unit.

11.12 Pension Plan

The Union recognizes that the City will implement a revised pension plan that will be applicable only to newly-hired employees as described in the enabling ordinance. This ordinance shall be submitted for legislative approval simultaneously or subsequent to the submission of the enabling ordinance modifying the Police and Fire Pension Plan.

Notes:

ARTICLE 12: PAID TIME FOR CIVIC DUTY

12.1 Voting

When an employee's normal work schedule during a Primary or General Election does not allow sufficient time for the employee to vote, the Department Head may authorize time off without loss of pay for the purpose of voting.

Employees will be considered to have sufficient time for voting:

- A. when the polls are open two (2) hours before or two (2) hours after the employee's regular scheduled work period; or
- B. when early voting is available.

12.2 Jury Service

An employee who is required to perform jury service in any court during his/her normal working hours shall be paid his/her regular salary for the time spent in jury service.

- A. The employee shall notify his/her supervisor of the jury service summons as soon as he/she receives it.
- B. The employee must attach a copy of the summons to the leave request for jury service.
- C. An employee who is released from jury service earlier than four (4) hours before the scheduled end of his/her work day, must report to work within 90 minutes of being released from jury service.

12.3 Witness Service

A. Testimony Related to Official Duties

An employee who is called to testify outside normal work hours in any court proceeding as a result of his/her normal City duties is considered to be on duty. The employee shall be compensated at the appropriate rate for all hours engaged in such testimony with a minimum payment of four (4) hours.

B. Testimony Unrelated To Official Duties

An employee who is subpoenaed to serve as a witness in a criminal or civil case to which he/she is not a party, shall be granted paid leave for the time he/she is absent during normal work hours. A copy of the subpoena

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must be attached to the leave request.

Notes:

ARTICLE 13: SAFETY AND HEALTH

- 13.1** The **Employer** will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state and local law. The **Employer** and the **Union** will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.
- 13.2**
- A.** All parties will cooperate to eliminate safety and health hazards.
 - B.** The **Employer** will provide protective devices, wearing apparel, and other equipment necessary to protect employees from occupational injury or disease in accordance with established safety practices. Such practices may be improved from time to time by the **Employer's** in-house safety representatives. The **Union** may submit safety recommendations from time to time.
 - C.** Employees are responsible for utilizing safety equipment, protective devices, apparel, and equipment when they are provided and required.
 - D.** Employees must follow safety rules and practices as issued by the **Employer**. An employee's willful neglect and/or failure to obey safety regulations and to use safety devices and/or equipment shall be just cause for disciplinary action.
- 13.3**
- A.** An employee, who believes an assignment is abnormally dangerous or hazardous, shall immediately notify his/her supervisor. The supervisor will take such measures as are necessary to make the assignment consistent with health and safety.
 - B.** The City shall respond in writing to written employee reports of unsafe working conditions in a timely manner. This will include keeping the affected employee informed about the status of his or her report.
 - C.** The City will notify affected employees of major remodeling construction or facilities maintenance.

13.4 Mayor's Workplace Safety Committee:

The City shall establish and maintain a Mayor's Workplace Safety Committee as a means of promoting occupational safety and health. AFSCME may designate up to four employee representatives to this committee.

- A.** Each work site shall have a Safety Committee. Each work site Safety Committee shall have a **Union** representative. The committee shall meet on a regular basis to discuss safety concerns, promote safety and health in the workplace and to participate in accident prevention.
- B.** The Mayor's Workplace Safety Committee will:
- (1) Actively participate in accident prevention;
 - (2) Promote safety and health in the workplace;
 - (3) Recommend improvements to City-wide and department-wide safety programs;
 - (4) Establish procedures and responsibility for reporting unsafe or unhealthy working conditions, and for investigating and responding to such reports including development of forms, timeframes and record-keeping;
 - (5) Identify the rights and responsibilities of employees, supervisors and managers in situations where an employee believes that unsafe or unhealthy working conditions pose an immediate danger;
 - (6) Perform other duties as determined by the Chairperson to be consistent with this program as agreed upon by the committee;
 - (7) Meet at least once each calendar quarter during the calendar year and at such other times as a majority of the committee membership agrees or the City requires;
 - (8) Make written reports of Committee actions, and make recommendations to the Employer and to the Union.

ARTICLE 14: INJURY-IN-LINE-OF-DUTY

14.1 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.** During the first twenty (20) working days of such disability, said employee shall receive supplemental pay in an amount equal to the difference between his/her net take-home pay and the workers' compensation benefit payable. For the purpose 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. In no event shall any employee receive more than his/her net after-tax take-home pay from the **Employer**.
- B.** Thereafter, the **Employer** may, at its sole discretion (which discretion shall not be subject to arbitration), grant additional supplemental pay in increments of up to twenty (20) working days.
- C.** An employee whose workers' compensation benefit is reduced pursuant to Chapter 440 F.S. shall not be eligible for a Supplemental Benefit.

14.2 Transitional Duty and Temporary Assignments

An employee who is temporarily partially disabled from performing the duties of his/her classification due to an on-the-job injury may be temporarily reassigned without reduction in pay, in accordance with the Civil Service and Personnel Rules and Regulations, to other duties commensurate with medical fitness, availability of suitable work, and his/her qualifications for the position. The **Employer** will make a reasonable effort to temporarily reassign the employee in accordance with the provisions of this section, provided that failure to do so shall not be a basis for grievance or arbitration.

Notes:

ARTICLE 15: TRAINING AND EDUCATIONAL ASSISTANCE PROGRAMS

(2009 Re-Opener Language)

- 15.1** The **Employer** and the **Union** recognize the importance of training and continuing education in providing equitable employment opportunities, and agree to a mutual commitment of training and education for employees in this bargaining unit.
- 15.2 Access to Training:** All Training Bulletins and Calendars pertinent to this Article shall be available to the Union and to employees.
- 15.3 Citywide Training and Educational Assistance Programs:** The **Employer** has established Citywide Training and Educational Assistance Programs to meet the following objectives:
- To equip employees with the knowledge, skills and competencies to perform the work needed by the City's operating units
 - To support succession planning by eliminating skill gaps in hard-to-recruit/hard-to-replace positions by giving staff a way to obtain needed education
 - To provide incentive for high potential employees to invest in a career at COJ
 - To provide opportunities for career advancement at COJ
 - To provide access to certification pay where applicable
 - To improve customer service by encouraging a knowledgeable, trained, staff, with "institutional knowledge"
 - To encourage employees to increase their value to the organization through education and training
- 15.4** The **Employer** will establish procedures for coordinating the Citywide Training and Educational Assistance Programs including planning, administering, record-keeping, approval and reimbursement procedures.
- 15.5** Under the Educational Assistance Program, the City ~~will~~ 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 training and education that will equip them to do the work that will be needed during their careers with the City of Jacksonville. In accordance with Ordinance 2002-1263-E, which established the Career Development Program, approval of eligible reimbursement is contingent upon funding.

Courses Eligible for Reimbursement

- A.** Except as otherwise provided, only undergraduate ~~and graduate~~ On File
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level courses taken at accredited degree-granting institutions of higher learning will be eligible for reimbursement under this program. The Chief of Human Resources or designee will be responsible for determining an institution's accreditation.

- B.** In order to qualify for educational assistance, either the individual course, or the instructional program of which it is a part, must be job-related.
 - (1)** All academic courses specifically mentioned in promotional requirements for class specifications shall be deemed to be "job-related" for employees in the promotionally-eligible class.
 - (2)** All academic courses which qualify for certification pay shall be deemed to be "job-related" for employees in the class eligible for the certification pay and for any promotionally-eligible employees in the class series.
 - (3)** In general, a course or instructional program will be considered to be job-related if it either:
 - (a)** improves the employee's ability to perform the duties of his or her current classification; or
 - (b)** develops or improves the employee's ability to meet present or future workforce needs of the City; or
 - (c)** allows an employee to advance within the department; or
 - (d)** if it is a requirement for a degree which has been determined to be job-related.
- C.** An employee who has been denied reimbursement on the basis that a course is not job-related may appeal the denial through the grievance process.
- D.** Reimbursement for correspondence courses¹ will be permitted only with the express approval of the Chief of Human Resources or designee if a classroom course is not available in a local college or university. To qualify for reimbursement, correspondence courses must be given for credit by an accredited college or university as determined by the Chief of Human Resources or designee.
- E.** Reimbursement for courses taken on line² will be permitted only if given for credit by an accredited college or university as determined by the Chief

¹ Correspondence course: A course of instruction conducted by mail, sending lessons and examinations to a student.

² Online course: A course of instruction conducted by electronic means through the Internet.

of Human Resources or designee.

- F. Reimbursement for costs of taking an examination for college credit will be permitted on the same basis as taking a course, provided that the examination is given for credit by an accredited college or university as determined by the Chief of Human Resources or designee.
- G. Reimbursement for costs associated with licensure or certification review courses program will be permitted on the same basis as taking a course.

15.6 Expenses and Reimbursements

- A. All courses at or below the 3000 level will be reimbursed at the rate actually paid by the student or the ~~FCCJ~~ FSCJ rate, whichever is lower. All courses at the 3000 level or above will be reimbursed at the rate actually paid by the student, or the University of North Florida (UNF) rate whichever is lower. Courses taken at private institutions, which do not correspond with course levels in the community college or state university system, will default to the ~~FCCJ~~ FSCJ rate. It will be the responsibility of the student to demonstrate to the satisfaction of the Chief of Human Resources or designee that a course is comparable to a 3000 or higher level course and qualifies for reimbursement at the UNF rate. Only tuition expenses, including for-credit laboratory fees, will be eligible for reimbursement. Employees are required to pay for books, other fees and supplies.
- B. Employees are responsible for payment of registration fees, tuition, and non-credit laboratory fees in accordance with established procedures.
- C. Employees are responsible for the costs of books and materials.
- D. Internship fees may be paid upon approval of the Chief of Human Resources or designee that the course is appropriate and job-related. In order to qualify for reimbursement, the employee must attain a passing grade of "C" or better.
- E. Only reimbursements of actual tuition expenses incurred by the employee are authorized. No reimbursement is authorized when there has not been a cost to the employee, such as where the employee receives a scholarship or Veterans' Administration benefits.
- F. Reimbursement will be in accordance with established procedures which will cover time limits for submission of requests, and required documentation.
- G. The amount of an employee's tuition reimbursement for any ca

year shall be governed by the City's Career Development Policy.

15.7 Apprenticeship Program

If at any time during the term of this Agreement, the **Employer** decides to implement an Apprenticeship Program affecting classifications or employees in this bargaining unit, the **Employer** agrees that, upon request, it will meet with the **Union** to negotiate the impact, if any, as required by Chapter 447.

ARTICLE 16: JOB POSTING

16.1 Civil Service Openings

- A. Effective January 1, 2009, internal eligibility for civil service promotional examinations shall be city-wide.
- B. When a civil service job opening occurs that the **Employer** intends to fill by examination, the **Employer** shall publish notice of the examination schedule on all appropriate bulletin boards for ten (10) working days in the case of internal recruitment, and for five (5) days in the case of external recruitment.
- C. For purposes of this Section, "appropriate bulletin boards" shall include electronic bulletin boards in addition to physical bulletin boards where exam notices are now posted.

16.2 Employees who wish to apply for an examination, including eligible employees covered by Schedule B of this Agreement, must do so in accordance with procedures established by the Chief of Human Resources within the posting period provided above.

16.3 The **Union** recognizes the **Employer's** interest in improving efficiency and reducing errors by moving to electronic posting and application to support city-wide exam eligibility and testing.

Without waiving its right to negotiate, the **Union** agrees to join the **Employer** in jointly developing and parallel testing a pilot program for electronically posting and applying for promotional exams during the life of this Agreement. The **Employer** and the **Union** will each appoint three members to the pilot program team which shall be chaired by the Chief of Human Resources or his/her designee. If the parties successfully pilot an electronic posting and application process, they shall enter into an agreement to amend this article as part of the reopener provisions in the second and third years of this Agreement.

16.4 The **Employer** may assign or reassign employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotion.

Notes:

ARTICLE 17: REVIEW OF ASSIGNED DUTIES

17.1 WORKING OUT OF CLASSIFICATION

Assignment of employees to responsibility for work in a higher level classification or position shall be limited to a period of six months, and shall be to temporarily replace employees on leave or to perform work of a vacant position until it can be filled. Employees so assigned, for twenty (20) consecutive work days or longer must meet the qualifications for the higher level classification. Compensation of employees assigned to higher level work shall be governed by Article 10.6.

17.2 CHANGES TO POSITION DUTIES AND RESPONSIBILITIES

In instances where the **Union** or the department head believe that the responsibilities of a position may have changed over time, the City will review the duties assigned to that position, for the purpose of determining if the position is properly classified. In situations where the position is evaluated at a higher level, if the incumbent meets the promotional requirements of the position and the department head certifies that the current incumbent has been performing the higher level work at the full performance level or above for at least six (6) months, one of the following actions shall be taken:

- A. If an eligibility list exists for the higher-level position, it shall be employed to fill the position utilizing the Rule of Three. If not already first, second, or third, the incumbent shall be placed in third position on the list. The department head shall choose from among the top three individuals (including the incumbent) on the list. The Rule of Three shall be used for filling subsequent positions from the same list.
- B. If no eligibility list exists for the higher-level position, the department head shall file an examination request to fill the higher-level position. If the incumbent is eligible for, and passes, the examination, he/she shall be granted five additional preference points on his/her final score. The Rule of Three shall be used to fill this and subsequent vacancies from the resulting list. The department head shall choose from among the top three individuals at the top of the list.

17.3 The provisions of this Article shall not apply in situations involving automatic promotions.

17.4 Filling a position at the higher level shall be subject to availability of budgeted funds, and shall be at the discretion of the department head. This discretion shall not be subject to grievance or arbitration under this Agreement.

ARTICLE 18: DISCHARGE AND DISCIPLINE

- 18.1 A. The procedure for dismissals, demotions, and suspensions shall follow the steps outlined in the Civil Service and Personnel Rules and Regulations.
- B. 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.
- C. An employee who chooses to follow the provisions contained in the grievance procedure of this Agreement shall waive any and all rights contained in Section 17.11 of the Charter of the City of Jacksonville.
- D. Any appeal instituted under this section shall be implemented within a reasonable period of time after the event giving rise to the disciplinary action, or the employee's learning about the discipline.
- 18.2 A. No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause, and in no event until he/she has been furnished with a written statement of the charges and the reasons for such actions. A copy of the statement is to be sent to the **Union**. The statement will notify the employee of his/her right either to appeal the discipline to the Civil Service Board of the City of Jacksonville, or to grieve the discipline, pursuant to the provisions of Article 19 of this Agreement.
- B. No employee may use both the Civil Service Board appeal process and the grievance procedure to appeal the same disciplinary action.
- 18.3 A. Any written reprimand shall be furnished to the employee and shall outline the reason for the reprimand.
- B. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in the employee's personnel file.
- C. If the employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand, and shall not mean that the employee agrees or disagrees with the reprimand.
- D. The employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the employee's personnel file.

- 18.4 A.** After it has been on file in the employee's personnel file for a period of twenty-four (24) months, a disciplinary document shall not be used in any adverse way against the employee.
- B.** Upon conclusion of the twenty-four (24) month period, the employee may request that the Chief of Human Resources seal the document as provided in Section 18.5(g).

18.5 Personnel Records

- A.** There is only one official personnel file for each employee which shall be maintained in the Human Resources Division unless a different location is approved by the City Chief of Human Resources.
- B.** Duplicate personnel files may be established and maintained within an agency. The employee affected shall be notified as to the location of all duplicate files pertaining to him/her.
- C.** Employees have the right to review their own official personnel file and any duplicate personnel files at reasonable times under supervision of the designated records custodian.
- D.** Employees have the right to respond to any material included in their official personnel file.
- E.** Copies of any discipline or otherwise detrimental documents placed in an employee's official personnel file shall be sent to the employee.
- F.** Only disciplinary actions recorded in an employee's official personnel file may be used as the basis for progressive discipline.
- G.** When an agency head or designee, the City Chief of Human Resources, CLRO, 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 shall be placed in an envelope marked "confidential" together with a letter of explanation. Provided however, that nothing in this provision shall grant any official, officer, or other person the authority to take any action not otherwise authorized.

18.6 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. Written and oral counseling are not discipline and are not grievable.

- 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 19.
- C.** An employee who elects to appeal a disciplinary action to the Civil Service Board shall initiate proceedings in accordance with the Civil Service and Personnel Rules and Regulations. When an employee elects to appeal to the Civil Service Board, there shall be a pre-disciplinary hearing to discuss the facts and investigate the validity of the disciplinary action. For employees in the general government, the pre-disciplinary hearing shall be conducted by the Chief of Human Resources, Chief Labor Relations Officer, or their designee unless otherwise specified. For employees of the Jacksonville Sheriff's Office, the Chairperson shall be the Sheriff or his/her designee. The **Union** may be present to represent the employee, if requested by the employee. The findings from this hearing will in no way preclude an employee from appealing the discipline before the Civil Service Board in accordance with the current Civil Service and Personnel Rules and Regulations. This pre-disciplinary hearing may be waived by mutual consent.

ARTICLE 19: GRIEVANCE PROCEDURE

- 19.1** 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.

An employee who has passed initial probation, who believes that his/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 through Step IV of the Grievance Procedure as set forth in Article 19.

19.2 Grievances will be processed in accordance with the following:

1. Grieving a matter under this provision of the collective bargaining agreement constitutes an election of remedies and a waiver of any and all appeal rights to the Civil Service appeals process by the employee(s) filing the grievance and the **Union** as the employee' (s) representative.
2. At his/her option, an employee may file a grievance on his/her own behalf, or may be represented by the **Union**.
3. Receipt of a written grievance shall be acknowledged in writing, including the date it was received.
4. The parties may agree to consolidate grievances of a similar nature to expedite resolution.
5. The parties may mutually agree to waive any step(s) in the grievance procedure to expedite resolution.
6. The **Union** shall be given reasonable opportunity to be present at any hearing or meeting called for the resolution of a grievance filed by an individual employee.
7. Resolution of any individually-processed grievance shall be consistent with the terms of this Agreement.
8. Policy grievances filed on behalf of the **Union** shall be signed by the designated steward or the Regional Director, and shall follow the procedures as set forth in this article.
9. In computing time limits under this article, “working days” shall mean Monday through Friday, excluding authorized paid holidays. Working days are not determined by any individual employee’s work schedule. Authorized paid holidays are those listed in Article 20.1, except for the Special Leave Day.

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

Informal Resolution

Any employee shall have the right to present problems or complaints orally to his/her immediate supervisor and have such problem or complaint resolved without using the formal grievance procedure.

- The employee's immediate supervisor should discuss and make every effort to settle a complaint or problem with fairness and justice to both the **Employer** and the employee before it develops into a formal grievance.
- If requested by the employee, the job steward or the employee's representative will be given an opportunity to be present during the discussion.
- If the complaint cannot be informally resolved, the employee may file a written grievance.

STEP I

Level: The grievant and/or the **Union** will verbally notify the immediate supervisor of the grievance.

Time for Filing: Within five (5) working days after the grievant and/or the **Union** representative knows, or should have known, about the act or condition which is the basis of the grievance.

Process: Verbal discussion to resolve the grievance.

Decision: Within five (5) working days after the grievance was presented, the supervisor will provide the decision to the grievant and/or the **Union** representative.

STEP II

Level: Division Chief

Time for Filing: The grievant and/or the **Union** will file a written grievance within five (5) working days after receiving the supervisor's decision or after the date the supervisor's decision was due, whichever is earlier.

Process: Discussion to resolve the grievance.

Decision: The Division Chief will send the written decision to the grievant and/or the **Union** representative within five (5) working days after the grievance was discussed.

STEP III

Level: Department Director

Time for Filing: The grievant and/or **Union** 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 five (5) working days after the grievance was presented.

Decision: The department head or designee will send the written decision to the Grievant and/or the **Union** within five (5) working days following the meeting.

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

Level: Sheriff

Time for Filing: The grievant and/or **Union** 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 **Union** within ten (10) working days following the hearing.

STEP IV (B) For All Other Employees

Level: Human Resources

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 and/or **Union** will file grievances with the Chief Labor Relations Officer. The Chief Labor Relations Officer 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 the **Union** within ten (10) working days following the hearing.

19.3 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 section(s) of this Agreement claimed to have been misinterpreted, misapplied, or violated;
 - (3) The remedy requested;
 - (4) The signature of the grievant(s).

- (a) A grievance filed by the **Union** on behalf of an employee shall be signed by the aggrieved employee and the designated **Union** representative.
- (b) A grievance filed by the **Union** alleging that there has been a violation, misinterpretation or misapplication of a provision of this Agreement that confers rights upon the **Union**, 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 **Union** representative.
- (c) A group grievance shall be dated and signed by the aggrieved employees presenting it.

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 grievance may be advanced to the next step.
- (4) The parties may agree to extend time limits at any step of the grievance procedure.
- (5) When the settlement of any grievance includes a retroactive adjustment, such adjustment shall be limited to sixty (60) calendar days prior to the date of the filing of the grievance. This shall include claims that an employee was in a higher classification without appropriate compensation under Article 10.6.

C. Representation

- (1) At his/her option, the grievant may be represented by the **Union** at any and all steps of the grievance procedure. The grievant will attend the grievance meeting or hearing at each step, unless the parties mutually agree that the grievant's absence would be in the best interest of orderly dispute resolution.

- (2) If a grievant elects not to be represented by the **Union**, the City representative shall promptly notify the **Union** that the grievance has been filed and, upon request, shall provide the **Union** with a copy of the grievance. The City will also notify the **Union** of the date, time and place of any meeting or hearing to resolve the grievance. The **Union** may have an observer present at any meetings or hearings held to resolve the grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

D. Precedents

- (1) Grievance decisions concerning disciplinary action shall not constitute a precedent for any purpose.
- (2) Step IV grievance decisions shall constitute a precedent insofar as they concern interpretation or application of the terms of this Agreement.
- (3) The resolution of a grievance prior to Step IV shall not establish a precedent binding on either the **Employer** or the **Union** in other cases.

19.4 Arbitration

A. Initiation of Arbitration

- (1) If the grievance is not settled at Step IV, the grievant and/or the **Union** may initiate arbitration by serving written Notice of Intent to Arbitrate on the Chief Labor Relations Officer 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 and/or the **Union** may 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 section, an arbitrator may be mutually selected by the parties by a means other than the methods specified in Section 19.4(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) 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.
- (7) If made in accordance with his/her jurisdiction and authority under this Agreement, the arbitrator's decision shall be final and binding on all parties.

C. Costs

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

ARTICLE 20: HOLIDAYS

20.1 Authorized Holidays and Holiday Pay

- A. Employees shall observe the following twelve (12) paid holidays each year:

Date	Observance
January First (1 st)	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July Fourth (4 th)	Independence Day
First Monday in September	Labor Day
November Eleventh (11 th)	Veterans' Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December Twenty-Fourth (24 th)	Christmas Eve
December Twenty-Fifth (25 th)	Christmas Day
Special Leave Day	

- B. Any day declared a holiday by City Council ordinance, or by proclamation of the Mayor, shall also be observed as a paid holiday.
- C. A Permanent, probationary, or provisional employee shall be eligible for holiday pay unless he or she:
- (1) has an unexcused absence on the last regular workday preceding the holiday, or on the next regular work day following the holiday;
 - (2) is scheduled to work on the holiday, and fails to report for work without a justifiable reason;
 - (3) is on leave of absence without pay; or
 - (4) is receiving a wage benefit from workers' compensation.

20.2 Observance of Holidays Falling on Non-Work Days

- A. 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.
- B. A holiday that falls on a weekend shall be observed as follows:
 - (1) For employees working a Monday through Friday schedule:
 - (a) Holidays falling on Sunday will be observed on the following Monday (except as noted).
 - (b) Holidays falling on Saturday will be observed on the preceding Friday (except as noted).
 - (c) When Christmas Eve falls on a Saturday or Sunday it will be observed on the following Tuesday.
 - (d) For employees assigned to shift schedules, and emergency maintenance crews assigned to work on the weekend, the actual day of the holiday shall be observed for purposes of calculating pay.
- C. When an official holiday is observed on a Friday, departments operating on a six (6) day schedule have the option, where practicable, to schedule the Saturday following the holiday as the regular day off that week for all employees to afford employees three (3) consecutive days off.

20.3 Compensation for Holiday Work

- A. An employee who is required to work on a holiday shall be compensated as follows:
 - (1) One and one-half (1-1/2) times his/her regular hourly rate for any hours worked; plus
 - (2) One day's straight time pay for the holiday.
- B. Alternatively, the **Employer** may schedule the employee to take equivalent time off at another mutually agreeable date.

20.4 Special Leave Day

- A. Once an employee has completed initial probation, and achieved permanent civil service status, he/she may take the Special Leave Day on any date during the fiscal year as agreed upon by the employee and the Division Chief. Employees in classifications which have probation periods longer than six months may take the Special

Leave

Day after they have satisfactorily completed six months of employment.

- B.** Approval of the Special Leave Day shall not be unreasonably withheld.
- C.** Unused Special Leave Days shall be forfeited at the end of the fiscal year.

Notes:

ARTICLE 21: BEREAVEMENT LEAVE

21.1 A. Immediate Family

At the time of a death of a member of the employee's immediate family, an employee may be granted up to five (5) work days (not to exceed 40 working hours) off without loss of pay as bereavement leave, not otherwise chargeable.

B. Co-Worker

Employees 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 activity (active or retired), unless operational needs dictate that the employee must be present at work.

21.2 Definition of "Immediate Family"

"Immediate Family" Defined	
spouse	
children	including step-children and children's spouses
parents	including step-parents and parents-in-law
brothers and sisters	including half- and step- siblings, and brothers- and sisters-in-law
aunts, uncles	
nieces, nephews	
first cousins	
grandparents	
grandchildren	
other relatives who permanently reside with the employee.	

21.3 The **Employer** will not unreasonably deny requests for bereavement leave subject to the provisions of this Article.

A. The **Employer** may require the employee to supply documentation of the death as well as the employee's relationship to the deceased prior to approval of the bereavement leave request.

B. Needs of employees upon the death of a family member may vary depending upon individual circumstances.

(1) In determining the amount of bereavement leave to be authorized in each situation, the **Employer** shall consider such factors as:

- distance to the funeral location;
 - the relationship of the employee to the deceased; and
 - the employee's responsibility for funeral arrangements and other business matters.
- (2) If the employee requires additional time off to attend the funeral of a member of the immediate family, the **Employer** may permit the employee to use other accrued leave to extend his/her absence for a reasonable period.

ARTICLE 22: MILITARY LEAVE

- 22.1 Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act of 1994 and Chapter 115, Florida Statutes.
- 22.2 Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.
- 22.3 Leaves of absence granted as a matter of right under the provisions of section 22.2 shall not exceed 17 working days in any one calendar year. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the **Employer**, and when so granted shall be without loss of time or efficiency rating.
- 22.4 With respect to any officer or employee whose working day consists of a shift measured in hours, each such twelve (12) hour shift or less shall equal one (1) working day leave of absence.
- 22.5 Employees who request time off for military leave are responsible for advising their supervisor at the earliest possible time of the dates when they are scheduled for any training assemblies which conflict with their normal work schedule.

ARTICLE 23: PERSONAL LEAVE (PLAN E)

23.1 This article shall apply to all permanent, probationary, and provisional employees of the following categories:

- A.** Employees hired on or after October 1, 1968, and prior to October 1, 1987.
- B.** Employees hired prior to October 1, 1968, but who chose not to remain subject to former sick leave and terminal leave policies in April, 1969.
- C.** Employees hired prior to October 1, 1968, but who chose on or before December 15, 1979 to become subject to this provision.
- D.** Those employees who elected to use their option and participate in the personal leave plan shall remain in said plan until such time as this personal leave plan or policy is changed.
- E.** Any bargaining unit employee currently in Vacation and Sick Leave Plans A or B shall continue to be governed by those plans as referenced in Appendix D.

23.2 Employees shall accrue personal leave with pay according to the following schedule on a bi-weekly basis.

Upon Completion of Years of Continuous Service	Hours Accrued Per Year
0 thru 4	160
5 thru 9	184
10 thru 14	208
15 thru 19	232
20 thru 24	256
25 or more	280

The rate of accrual shall change to the higher rate on at the start of the pay period in which the employee's adjusted service date falls.

23.3 Employees when eligible and authorized may use their personal leave for any reason they deem necessary as provided in section 23.4. Authorized use of personal leave shall not constitute grounds for disciplinary action.

23.4 Accrued personal leave may be taken at any time when authorized by the appropriate supervisor. Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave of five (5) or more consecutive work days. Requests for personal leave of less than five (5) consecutive work days must be submitted as least twenty-four (24) hours in

advance, unless the personal leave is for illness or emergency. In the latter case, written requests shall be submitted as soon as practicable. Scheduling of personal leave will be based on seniority and classification within the department for the first request of five (5) days or more, provided the request is submitted prior to April 15. Upon written request and with a least thirty (30) days advance notice when required, an employee taking at least two (2) weeks of authorized personal leave, may have payment for personal leave advanced to him/her on his/her last regular pay day before his/her scheduled leave.

23.5 Maximum Accrual

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

23.6 Rollback Payments

The **Employer** will compensate the employee on an hour-for-hour basis for any accrued amount over nine hundred sixty (960) hours as of September 30 each year. These payments will be made on the second pay day in November at the September 30 rate of pay.

23.7 Sellback Payments

- A. Beginning with leave earned during FY 2008-2009, an employee who does not use all of the personal leave accrued in a fiscal year may be paid the difference between the amount used and the amount accrued for that fiscal year on an hour-for-hour basis.
- B. To receive such payment, the employee must make an irrevocable election in the fiscal year preceding the fiscal year in which the payment is made. For example, for leave accrued during fiscal year 2008-2009, the irrevocable election must be made on or before September 30, 2008 in accordance with administrative procedures established by the City of Jacksonville.
- C. This payment is not available to an employee who would have less than eighty (80) hours of personal leave remaining after such payment. Such payments will be made on the first payday in December at the September 30 rate of pay.

23.8 The **Employer** will provide employees eligible to retire the option to contribute to the City's Deferred Compensation Program in the following manner:

- A. Upon attaining time service that is within three (3) years of normal time service retirement, the employee may contribute to the City's Deferred Compensation Program certain accrued leave and retirement leave not previously eligible for sellback. Such contribution

of leave can only occur during the three year period prior to the date of retirement eligibility, in accordance with current Internal Revenue Services (IRS) regulations, and the plan provider.

- B. An employee who wants to contribute such leave to a deferred compensation account during such three year period must notify the **City**, in writing, of his/her intent to contribute such leave no earlier than three years prior to the date that the employee is eligible for full retirement.
 - C. Once made, the notice of intent to contribute leave to a deferred compensation account is irrevocable.
 - D. When an employee elects to contribute accrued eligible leave to a deferred compensation account, the **City** will contribute the amount of eligible time designated by the employee that is accrued in the employee's personal leave and retirement account (i.e., leave that has never been previously available for sell back), up to the 457b deferral limits established by the IRS. The amount contributed will be on an hour-for-hour basis for the hours in the account, and will be at the employee's regular rate of pay at the time the contribution is made. The amount contributed from all deferred compensation sources shall not exceed the deferral limits in the applicable IRS regulations.
 - E. 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.
 - F. This option is not available to an employee who would have fewer than eighty (80) hours personal leave remaining after the sell back.
- 23.9** The minimum amount of personal leave to be taken and charged shall be one half (1/2) hour.
- 23.10** Personal leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime days, or holidays.
- 23.11** Should a holiday, provided for in Article 20 of this Agreement fall within an employee's scheduled personal leave period, the holiday will not be charged against the employee's personal leave.
- 23.12** In a JSO or JFRD twenty four (24) hour-a-day seven (7) day-a-week operation an employee using personal leave for a bona fide illness must notify his/her immediate supervisor at least one (1) hour prior to the starting time for the first day that the employee is unable to report for work because of illness unless extenuating circumstances make a full hour's notice impossible.

Other employees using personal leave for bona fide illness or other emergency

must notify their immediate supervisor as early as reasonably possible, but in no event later than the starting time for the first day of such illness, that the employee is unable to report for work. Absences for illness under annual, vacation or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of annual, vacation or personal leave for illness, such as when leave for sickness is combined with regular days off more than three (3) times annually or when leave is used on an unscheduled basis more than six (6) times annually.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave. The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification. The examination will be conducted at **Employer's** expense. If any extended illness causes an employee to use all of his/her accrued personal leave, then such employee may use hours previously transferred to the employee's retirement account pursuant to section 23.5, as explained below.

- A. If an employee, due to an extended continuous illness, requires eighty (80) or more working hours leave for illness, then such leave may, at the employee's option, be deducted from the personal leave days previously transferred to the employee's retirement leave account.
- B. If an employee has eighty (80) or less personal leave hours in his/her personal leave account, then the employee may, at the employee's option, use his/her retirement account for bona fide illness.

23.13 Upon termination in good standing for other than retirement purposes, the employee shall be paid for all accrued personal leave, and for eight (8) hours for every sixteen (16) hours accrued in the employee's retirement account.

23.14 For the purposes of this Agreement, retirement shall mean retirement pursuant to the full-time service requirements or early vested retirement pursuant to the provision in the pension plans of the City or of its former governments; the accrual of Social Security for employees covered solely by Social Security, provided such employee has ten (10) years service with the City; or 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 Retirement System. Upon retirement of an employee, said employee's personal leave account and retirement leave account shall be used or paid for on an hour-for-hour basis, up to a maximum of nine hundred sixty (960) hours in each account, under the following provisions:

- A. Leave may be taken either immediately prior to the desired eligible retirement date, which leave may then be used for the fulfillment of time service requirements; or
 - B. Such leave may be taken following fulfillment of time service requirements;
 - C. Employees electing to use leave pursuant to subsections (a) and (b) may be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions, and insurance deductions;
 - D. Requests to be placed on such leave shall be considered irrevocable;
 - E. While on such leave, an employee shall not accrue personal leave but shall be paid for legal holidays, and shall be eligible for any general salary increases;
 - F. If the employee elects not to take leave, the leave account will be paid for in one lump sum, on an hour-for-hour basis.
- 23.15** Upon the death of an employee, the employee's next of kin or estate, as determined in accordance with law, shall be paid for all accrued personal and retirement leave on the basis of eight (8) hours pay for each eight (8) hours in said accounts.
- 23.16** When an employee who has approved scheduled leave time is transferred to another organizational unit or work location, management in the new location shall give due consideration to the employee's planned leave time.
- 23.17** The **Employer** and the **Union** agree to comply with the City's Human Resources policy on leave/sick leave donations.

ARTICLE 24: PERSONAL LEAVE (PLAN H)

24.1 This article shall apply to all permanent, probationary and provisional employees employed on or after October 1, 1987.

24.2 Method of Earning and Accruing Personal Leave:

A. Employees shall accrue personal leave with pay for straight time hours worked in accordance with the following schedule:

Upon Completion of Years of Continuous Service	Hours Accrued Per Year
0 thru 4	160
5 thru 9	184
10 thru 14	208
15 thru 19	232
20 thru 24	256
25 or more	280

B. Employees shall earn leave time based on time actually worked and time on approved leave with pay.

C. Personal leave will be credited to the employee at the rate stated in section 24.2(a) on a bi-weekly basis. The leave shall be credited on the last day of the pay period.

D. The rate of accrual shall change to the higher rate at the start of the pay period in which the employee's adjusted service date falls.

24.3 Personal leave shall accrue to a maximum of four hundred and eighty (480) hours. Accrued and unused personal leave over four hundred and eighty (480) hours will be forfeited, except if applied in accordance with the provisions of section 24.4 below.

24.4 There shall also be established a Critical Emergency Leave Bank (CELB). Any accrual over the maximum four hundred eight (480) hours allowed in the regular Personal Leave Account pursuant to section 24.3 may be credited to the CELB account up to a maximum of seven hundred twenty (720) hours. To transfer excess time to the CELB, those employees with accrual over four hundred eighty (480) hours in the Personal Leave Account on September 30 each fiscal year, shall execute a transfer option immediately after the close of the fiscal year, but no later than October 31. The CELB account shall be used as follows:

- A. The CELB shall only be used for critical emergency illness. A critical emergency illness is defined as any incapacitating emergency illness requiring hospitalization and/or a recuperation period documented by a certified physician and/or hospital.
 - B. The CELB shall only be used for a critical illness of more than eighty (80) consecutive hours of the employee or member of his/her immediate family. Immediate family is defined as: spouse, children, stepchildren, and any relative who permanently resides with the employee.
 - C. Upon resignation, termination, or retirement, there shall be no compensation for the accrued leave in the CELB.
- 24.5** Employees when eligible and authorized as provided in section 24.6 through 24.9 may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave days earned.
- 24.6** Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave requests of five (5) or more consecutive working/shift days. Requests for personal leave of less than five (5) consecutive working/shift days must be submitted in writing for approval at least twenty-four (24) hours in advance, unless the personal leave is for illness or emergency. In the latter case, written requests shall be submitted as soon as practicable. These advance notice requirements may be waived by the division chief. Requests for leave of any nature, as provided for above, shall not be unreasonably denied.
- 24.7** The minimum amount of personal leave to be taken and charged shall be one half (1/2) hour. Personal leave will be charged only against an employee's regular workday, and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime, or holidays.
- 24.8** Should a legal holiday fall within an employee's scheduled personal leave period, no personal leave time will be charged for the holiday.
- 24.9** In a JSO or JFRD twenty four (24) hour a day seven (7) day a week operation, an employee using personal leave for a bona fide illness must notify his/her immediate supervisor at least one (1) hour prior to the starting time for the first day that the employee is unable to report for work because of illness unless extenuating circumstances make a full hour's notice impractical. Other employees must notify their supervisor as early as possible, and no later than thirty (30) minutes before starting time, the first day the employee is unable to report for work. Absences for illness under annual, vacation or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected

abuse of annual, vacation or personal leave for illness, such as when leave for sickness is

combined with regular days off more than three (3) times annually or when leave is used on an unscheduled basis more than six (6) times annually.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave.

The employee will notify the supervisor of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required by the employee's classification. This examination may be conducted on the **Employer's** time and the **Employer** will pay for the medical and/or psychological exam costs incurred. A doctor's certificate may be required for personal leave used for sick leave or injury.

- 24.10 Upon retirement (including vesting under the pension law) of an employee, the employee shall be paid for all unused accrued personal leave on an hour-for-hour basis.
- 24.11 Upon termination of an employee for other than retirement, the employee shall be paid for seventy five percent (75%) of all unused personal leave on an hour-for-hour basis.
- 24.12 When an employee who has approved scheduled leave time is transferred to another organizational unit or work location, management in the new location shall give due consideration to the employee's planned leave time.
- 24.13 The **Employer** and the **Union** agree to comply with the City's Human Resource policy on leave/sick leave donations.

ARTICLE 25: ALCOHOL & DRUG ABUSE POLICY AND PROCEDURES

Introduction: The Union 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 up to and including termination.

25.1 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. "Illegal drug" 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 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 C.F.R. 11970), as they may be amended from time to time.
- E. "Reasonable suspicion" means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted.

25.2 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; provided that only the employee selected for promotion shall be tested; and provided further that a drug test under this subsection shall not be conducted if the employee promoted has had a negative drug test within the past six (6) months.
- D. When two managerial and/or supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of alcohol or illegal drugs while on duty, or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public, and the basis for the reasonable suspicion is communicated to a **Union** representative; provided that if, after reasonable efforts, the supervisory/managerial employees are unable to contact a **Union** representative within one (1) hour, the employee may be required to submit to testing.
- E. When an employee who is operating a city vehicle, or operating any vehicle while on City business, is involved in an accident involving personal injury or property damage which could result in liability of, or loss to, the **Employer**.
- F. At any time within one 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. No employee shall be tested more than one time per year under this provision, unless a rehabilitation or aftercare program specifies more frequent testing.
- G. As part of a Random Drug and Alcohol Testing Program applicable to employees in safety-sensitive positions in accordance with criteria set forth in Appendix C. Management's designation of a position as "safety-sensitive" shall be subject to appeal to the Chief of Human Resources, or designee, whose decision may be subject to arbitration. An employee who disputes the safety-sensitive designation of his or her position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.
- H. In determining a position to be "safety sensitive", consideration will be given to "safety sensitive," as defined in Chapter 112, Florida Statutes.

25.3 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

section. The **Employer** shall follow chain of custody procedures consistent with the DHHS and/or OTETA Guidelines.

- 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 or OTETA Guidelines.
- C. The City shall notify the **Union** of the specific procedures to be utilized in the drug testing program, including the site(s) where specimens will be collected, in advance of implementing the program.
- D. The **Employer** shall observe 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 radio-immunoassay 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 Section 25.3(d) 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 section.
- E. If the results of the second test for illegal drugs that is provided for in Section 25.3(d)(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.
- F. Employees who are tested on the basis of reasonable suspicion will, depending on the nature of their job duties, be returned to their job, assigned to a different work location, or placed on administrative leave with pay pending receipt of the test results.
- G. When testing is performed under the auspices of the Omnibus Transportation Employee Testing Act of 1991, the Federal protocol must be followed.

25.4 Rehabilitative Action

- A. 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 rehabilitative action as provided for in this section.

- B. The **Employer** may require an employee who has tested positive for the presence of illegal drugs to submit to counseling, or other rehabilitative treatment as a condition of continued employment.
- C. This section shall not be construed to limit the **Employer's** right to take appropriate corrective or disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.

25.5 Corrective Action

- A. 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 or disciplinary action in addition to requiring the employee to submit to rehabilitative treatment.
- B. 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 his employment.

25.6 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 personnel and facilities selected by the **Employer** in accordance with DHHS guidelines.
- 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 have been refuted shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

25.7 Training

- A. **Employer** and **Union** representatives (all local **Union** officers and stewards) shall receive training to ensure that they understand their roles and responsibilities in implementing this article. Training will be conducted during normal working hours. Trainers will be experts in the drug abuse/treatment field.

- B. Such training shall include behavioral observation techniques for detecting reduced job performance, and the impairment or change in employee behavior; techniques for recognizing drugs, drug paraphernalia, and the 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 by a manager/supervisor shall not automatically disqualify a manager/supervisor from making a "reasonable suspicion" determination.
- 25.8 It is understood that, except for V. Drug Screening Program B.2, employees in the Sheriff's Office shall be subject to the applicable General Order.
- 25.9 This alcohol and drug testing program was initiated at the request of the **Employer**. The **Union** participated only to the extent of protecting the rights of workers arising from the administration of the alcohol and drug testing program.

ARTICLE 26: LIMITED EMERGENCY

In the event of the official declaration of an emergency, operational needs may affect some employees differently from others.

- 26.1** Employees 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.
- 26.2**
- A.** 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.
 - B.** An employee’s designation as “essential” or “non-essential” may change due to the nature of the emergency.
 - C.** Where possible in situations where there is advance notice of an impending emergency, the **Employer** may authorize essential 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, essential employees must report to work during the emergency.
 - D.** Employees designated “essential” to the operation who report to work shall be paid in accordance with Article 9.
 - E.** In addition, employees designated as essential to the operation who reported to work shall be granted straight time compensatory time for the same number of hours given to non-essential employees as administrative leave.
 - F.** Employees on previously approved leave, scheduled holiday, authorized leave without pay, or who called in to request leave during the emergency, shall be charged for the leave.
- 26.3** 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.
- 26.4** During a declaration of emergency by the Mayor, Sheriff or Governor, or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notification, scheduling and shift assignment requirements may be suspended during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not

be suspended.

ARTICLE 27: SEVERABILITY

In the event any article, section, or portion of this Agreement should be held invalid or 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 28: RESIDUAL RIGHTS CLAUSE

- 28.1** 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.
- 28.2** 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 29: ENTIRE AGREEMENT

- 29.1 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 that 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 **Union** voluntarily and unqualifiedly waive the right, and each agrees that 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 section 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.
- 29.2 Except as otherwise provided in the Agreement, this Agreement shall go into effect on October 1, 2007 and shall remain in effect through September 30, 2010.
- 29.3 There will be a re-opener in negotiations for Fiscal Year 2008-2009 limited to the following articles: Article 10, Wages; Article 11, Employee Benefits; Article 23, Leave Plan E; Article 24, Leave Plan H; and Article B-5, Wages (Appendix). In addition, either party may reopen up to two additional articles not listed herein.
- 29.4 There will be a re-opener in negotiations for Fiscal Year 2009-2010 limited to the following articles: Article 10, Wages; Article 11, Employee Benefits; Article 23, Leave Plan E; Article 24, Leave Plan H; and Article B-5, Wages (Appendix). In addition, either party may reopen up to two additional articles not listed herein.
- 29.5 In addition to the foregoing re-openers, during the life of this Agreement, the parties intend to jointly address improvements in language and format to make this Agreement more readable and more user friendly. Such improvements are not intended to change or otherwise affect the substance of the Agreement or its provisions. At each annual re-opener, i.e., FY 2008-2009 and FY 2009-2010, the parties may also incorporate revisions that reflect agreed-upon language and format changes without affecting the substance of the articles being revised.

AFSCME, COUNCIL 79 BARGAINING UNIT APPENDIX A

CLASS CODE	CLASS TITLE	PAY GRADE
Z0001	A&P MECHANIC INSPECTOR	15.13
Z0002	A&P MECHANIC WORKING SUPERVISOR	15.14
C0001	ABSTRACT CLERK	15.10
A0006	ACCOUNT CLERK	15.09
A0001	ACCOUNT CLERK I	15.07
A0011	ACCOUNT TECHNICIAN	15.10
T0293	ACCREDITATION COORDINATOR	15.12
Z0026	AIR CONDITIONING & HEATING OPERATOR	15.09
Z0013	AIR CONDITIONING & HEATING TECHNICIAN	15.12
T0027	ANIMAL ADOPTIONS/RESCUE COORDINATOR	15.12
T0031	ANIMAL CARE ASSISTANT	15.08
T0032	ANIMAL CARE ASSISTANT SENIOR	15.10
T0016	ANIMAL CODE ENFORCEMENT OFFICER	15.10
T0021	ANIMAL CODE ENFORCEMENT OFFICER SENIOR	15.12
C0167	AUTO PARTS CLERK	15.08
C0206	AUTO PARTS LEADWORKER	15.11
Z0043	AUTOBODY REPAIRMAN LEADERMAN	15.12
Z0061	AUTOMOBILE AND TRUCK TECHNICIAN	15.11
Z0076	AUTOMOBILE AND TRUCK TECHNICIAN CREW LEADER	15.12
O0001	AUTOPSY TECHNICIAN	15.10
N0070	AUTOPSY TECHNICIAN SENIOR	15.11
L0061	B & Z CODE ENF INSPECTOR	15.12
N0001	BOOKMOBILE DRIVER	15.07
	BUILDING AND ZONING CODE ENFORCEMENT	
L0062	INSPECTOR SENIOR	15.13
L0070	BUILDING PLANS EXAMINER	15.14
V0042	BUYER	15.13
V0043	BUYER ASSISTANT	15.10
D0231	CANNING CENTER LEAD WORKER	15.07
D0230	CANNING CENTER WORKER	15.04
Z0116	CARPENTER	15.09
A0019	CENTRAL PAYROLL TECHNICIAN	15.12
A0020	CENTRAL PAYROLL TECHNICIAN SENIOR	15.13
B0320	CITY PLANNING TECHNICIAN	15.13
C0026	CLERICAL SUPPORT AIDE I	15.05
C0081	CLERICAL SUPPORT AIDE II	15.07
C0141	CLERICAL SUPPORT AIDE III	15.09
C0143	CLERICAL SUPPORT SPECIALIST	15.11
L0049	CODE ENFORCEMENT INSPECTOR	15.12
L0051	CODE ENFORCEMENT OFFICER	15.13
	CODE ENFORCEMENT OFFICER SENIOR	15.14

L0065		
W0043	COMMUNITY ACTIVITIES COORDINATOR	15.12
F0016	COMPUTER OPERATOR I	15.08
F0021	COMPUTER OPERATOR II	15.10
L0026	CONSTRUCTION INSPECTOR	15.13
B0238	CONSTRUCTION PROGRAM INSTRUCTOR ASSISTANT	15.13
L0200	CONSTRUCTION TRADES INSPECTOR	15.14
L0202	CONSTRUCTION TRADES INSPECTOR SENIOR	15.15
L0073	CONSTRUCTION TRADES PLANS EXAMINER	15.15
L0077	CONSTRUCTION TRADES PLANS EXAMINER SENIOR	15.16
B0276	CONSUMER AFFAIRS INVESTIGATOR	15.12
B0277	CONSUMER AFFAIRS INVESTIGATOR SENIOR	15.13
L0001	CONTRACT COMPLIANCE INSPECTOR	15.13
U0170	CONTRACT SERVICES AIDE	15.11
D0035	COPY CENTER OPERATOR	15.08
C0087	COURT OPERATIONS SPECIALIST	15.12
C0092	COURT RECORDS AIDE	15.08
C0093	COURT RECORDS AIDE SENIOR	15.09
E0023	CUSTODIAN	15.03
B0265	CUSTOMER SERVICE REPRESENTATIVE	15.09
B0268	CUSTOMER SERVICE REPRESENTATIVE SENIOR	15.10
D0034	DOCUTECH OPERATOR	15.09
G0046	DRAFTER	15.11
D0233	DUPLICATING EQUIPMENT OPERATOR	15.07
C0271	ELECTIONS AIDE	15.10
T0012	EMERGENCY PREPAREDNESS SPECIALIST	15.12
C0108	EMPLOYEE BENEFITS AIDE	15.10
C0090	EMPLOYEE BENEFITS ASSISTANT	15.12
C0120	EMPLOYEE BENEFITS SPECIALIST	15.13
G0091	ENGINEERING AIDE	15.09
Y0034	EQUAL OPPORTUNITY AIDE	15.11
Z0209	EQUIPMENT MAINTENANCE TECHNICIAN	15.09
Z0231	EQUIPMENT OPERATOR	15.10
T0272	FINGERPRINT TECHNICIAN	15.11
T0270	FINGERPRINT TECHNICIAN TRAINEE	15.10
T0165	FIRE/RESCUE COMMUNICATIONS OFFICER	15.12
Z0062	FIRE/RESCUE VEHICLE AND EQUIPMENT TECHNICIAN	15.11
Z0276	FLEET FUEL & ENVIRONMENTAL TECHNICIAN	15.11
Z0273	FLEET GENERAL SERVICES TECHNICIAN	15.07
Z0275	FLEET PREVENTIVE MAINTENANCE TECHNICIAN	15.10
Z0063	FLEET SERVICE WRITER	15.08
Z0067	FLEET SERVICE WRITER SENIOR	15.10
Z0263	FLEET SERVICES DRIVER	15.10
N0069	FORENSIC ASSISTANT	15.12
N0072	FORENSIC INVESTIGATOR	15.13
Z0354	FORKLIFT MECHANIC	15.11
Z0306	GENERAL REPAIRMAN	15.08
	GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN I	15.09

On File

F0143		
D0075	GRAPHIC ARTS TECHNICIAN	15.11
Z0277	HEAVY EQUIPMENT TIRE TECHNICIAN	15.08
Z0072	HEAVY OFF-ROAD EQUIPMENT TECHNICIAN	15.11
Z0071	HEAVY VEHICLE TECHNICIAN	15.11
Z0078	HEAVY VEHICLE TECHNICIAN CREW LEADER	15.12
Z0315	HELPER	15.03
L0063	HISTORIC PRESERVATION CODE INSPECTOR	15.14
P0147	HOUSING REHABILITATION SPECIALIST	15.14
B0203	HUMAN RESOURCES AIDE	15.10
T0029	HUMANE INVESTIGATOR	15.13
Z0550	IRRIGATION TECHNICIAN	15.11
P0151	LABOR STANDARDS ASSISTANT	15.12
O0082	LABORATORY TECHNICIAN	15.12
R0052	LAND MANAGEMENT AGENT	15.13
R0054	LAND MANAGEMENT AGENT ASSISTANT	15.12
R0053	LAND MANAGEMENT AGENT SENIOR	15.14
G0116	LAND SURVEY WORKER	15.07
G0106	LAND SURVEY WORKER SENIOR	15.09
U0077	LANDSCAPE PLANS EXAMINER	15.14
U0083	LANDSCAPE WORKER I	15.03
U0082	LANDSCAPE WORKER II	15.05
N0008	LIBRARY ASSISTANT	15.10
N0002	LIBRARY MATERIALS SPECIALIST	15.07
N0003	LIBRARY SUPPLY COORDINATOR	15.09
Z0048	LIGHT ENGINE MECHANIC	15.11
D0036	LITHOGRAPHIC PRESS OPERATOR I	15.10
D0032	LITHOGRAPHIC PRESS OPERATOR II	15.12
L0081	LOCAL BUSINESS TAX INSPECTOR	15.12
Z0356	MACHINIST	15.11
Z0361	MACHINIST LEADERMAN	15.12
Z0355	MACHINIST/FLUID POWER MECHANIC	15.11
Z0391	MAINTENANCE ELECTRICIAN	15.12
Z0393	MAINTENANCE ELECTRICIAN LEAD WORKER	15.13
Z0405	MAINTENANCE MECHANIC	15.09
C0449	MARINA AND WATERWAYS ASSISTANT	15.13
L0088	MECHANICAL INSPECTOR	15.14
C0335	MEDICAL TRANSCRIPTIONIST	15.12
Z0044	METAL & FIBERGLASS FABRICATOR	15.11
F0023	MICROCOMPUTER SPECIALIST I	15.11
F0024	MICROCOMPUTER SPECIALIST II	15.13
F0025	MICROCOMPUTER SPECIALIST III	15.14
C0294	MICROGRAPHICS ASSISTANT	15.05
C0293	MICROGRAPHICS TECHNICIAN	15.07
P0116	MOSQUITO CONTROL INSPECTOR	15.08
P0109	MOSQUITO CONTROL SPRAYER	15.06
L0092	MOTOR VEHICLE INSPECTOR	15.10
	OCCUPATIONAL HEALTH AIDE	15.09

P0028		
Z0481	PAINTER	15.08
Z0496	PAINTER LEAD WORKER	15.09
Z0436	PARK MAINTENANCE WORKER I	15.03
Z0413	PARK MAINTENANCE WORKER II	15.05
Z0415	PARK MAINTENANCE WORKER III	15.07
T0226	PARKING ENFORCEMENT SPECIALIST	15.07
T0231	PARKING EQUIPMENT MECHANIC	15.07
T0211	PARKING FACILITY OPERATOR	15.06
W0048	PARKS NATURALIST ASSISTANT	15.12
C0125	PENSION AIDE	15.10
C0127	PENSION ASSISTANT	15.12
C0160	PERMIT ASSISTANT	15.10
C0161	PERMIT ASSISTANT TRAINEE	15.09
B0201	PERSONNEL CLERK	15.10
P0122	PILOT - A & P MECHANIC	15.13
P0121	PILOT - A & P MECHANIC SUPERVISOR	15.14
P0144	PLANNING TECHNICIAN	15.13
Z0541	PLASTERER	15.08
Z0556	PLUMBER	15.12
Z0551	PLUMBER HELPER	15.09
T0160	POLICE EMERGENCY COMMUNICATIONS OFFICER	15.12
T0167	POLICE EMERGENCY COMMUNICATIONS OFFICER I	15.09
T0162	POLICE EMERGENCY COMMUNICATIONS OFFICER II	15.10
T0296	POLICE GRAPHIC ARTS TECHNICIAN	15.08
T0297	POLICE GRAPHIC ARTS TECHNICIAN SENIOR	15.08
T0310	POLICE PHOTOGRAPHER	15.11
T0276	POLICE SERVICES TECHNICIAN I	15.09
T0277	POLICE SERVICES TECHNICIAN II	15.10
W0053	POOL HEAD LIFEGUARD	15.10
D0047	PRINTING COORDINATOR	15.12
W0134	PROGRAM AIDE	15.07
F0028	PROGRAMMER	15.13
F0026	PROGRAMMER ASSISTANT	15.12
R0028	PROPERTY FIELD REPRESENTATIVE	15.12
W0071	RECREATION LEADER	15.08
W0076	RECREATION LEADER SENIOR	15.10
D0012	REPRODUCTION SYSTEMS OPERATOR	15.10
C0201	REVENUE COLLECTOR II	15.09
C0202	REVENUE COLLECTOR III	15.10
D0026	ROTARY PRESS OPERATOR	15.10
E0112	SECURITY GUARD	15.07
O0083	SENIOR LABORATORY TECHNICIAN	15.13
W0131	SERVICES COORDINATOR	15.10
Z0475	SIGN PAINTER	15.09
U0202	SIGN SHOP OPERATOR	15.08
Y0099	SOCIAL SERVICES AIDE	15.11
	STOCK CLERK	15.07

C0121		
V0053	SURPLUS PROPERTY COORDINATOR	15.11
W0080	TEACHER ASSISTANT	15.12
F0033	TELECOMMUNICATIONS LEAD TECHNICIAN	15.13
F0034	TELECOMMUNICATIONS NETWORK SPECIALIST	15.14
F0041	TELECOMMUNICATIONS SERVICE REPRESENTATIVE	15.08
F0031	TELECOMMUNICATIONS TECHNICIAN	15.11
F0032	TELECOMMUNICATIONS TECHNICIAN SENIOR	15.12
U0203	TRAFFIC AIDE	15.07
U0204	TRAFFIC ENGINEERING AIDE	15.09
U0201	TRAFFIC SIGN INSTALLER	15.07
U0197	TRAFFIC SIGNAL REPAIRER	15.11
U0250	TRAFFIC SIGNAL SYSTEMS OPERATOR	15.13
U0196	TRAFFIC SIGNAL TECHNICIAN	15.12
U0199	TRAFFIC SIGNAL TRAINEE	15.09
W0133	TRANSPORTATION COORDINATOR	15.10
C0088	TRIAL CLERK	15.12
Z0646	TRUCK DRIVER	15.05
H0450	UTILITY LEADERMAN	15.07
Z0660	UTILITY WORKER	15.03
Z0041	VEHICLE BODY TECHNICIAN	15.11
B0063	VEHICLE COORDINATOR	15.12
Y0121	VETERANS SERVICES OFFICER	15.11
T0023	VETERINARY TECHNICIAN	15.11
B0233	VOCATIONAL TRAINING SPECIALIST	15.13
B0056	VOTING EQUIPMENT CENTER TECHNICIAN	15.11
B0064	WARRANTY SPECIALIST	15.10
Z0681	WELDER	15.11
Z0691	WELDER LEAD WORKER	15.12
C0107	WORKERS' COMPENSATION ASSISTANT	15.11
T0401	ZONING ASSISTANT	15.12
L0069	ZONING ENFORCEMENT SPECIALIST	15.14

SALARY SCHEDULE
JANUARY 2008

AFSCME SALARY SCHEDULE January 1, 2008		
PAY GRADE	START RATE	MAXIMUM RATE
15.03	\$1,383.82	\$2,584.40
15.04	\$1,439.78	\$2,688.90
15.05	\$1,501.32	\$2,803.92
15.06	\$1,568.52	\$2,929.44
15.07	\$1,646.85	\$3,075.70
15.08	\$1,741.97	\$3,253.49
15.09	\$1,848.34	\$3,452.14
15.10	\$1,965.93	\$3,671.65
15.11	\$2,105.80	\$3,932.96
15.12	\$2,268.13	\$4,236.11
15.13	\$2,452.93	\$4,581.16
15.14	\$2,665.55	\$4,978.37
15.15	\$2,911.89	\$5,438.28
15.16	\$3,197.26	\$5,690.43

SALARY SCHEDULE
~~OCTOBER 2008~~

AFSCME SALARY SCHEDULE October 1, 2008		
PAY GRADE	START RATE	MAXIMUM RATE
15.03	\$1,397.66	\$2,636.09
15.04	\$1,454.19	\$2,742.68
15.05	\$1,516.33	\$2,860.00
15.06	\$1,584.21	\$2,988.03
15.07	\$1,663.32	\$3,137.21
15.08	\$1,759.39	\$3,318.56
15.09	\$1,866.82	\$3,521.18
15.10	\$1,985.59	\$3,745.08
15.11	\$2,126.86	\$4,011.62
15.12	\$2,290.81	\$4,320.83
15.13	\$2,477.46	\$4,672.78
15.14	\$2,692.21	\$5,077.94
15.15	\$2,941.01	\$5,547.05
15.16	\$3,229.23	\$5,804.24

SALARY SCHEDULE
OCTOBER 2009

<u>AFSCME SALARY SCHEDULE</u> <u>October 1, 2009</u>		
<u>PAY</u> <u>GRADE</u>	<u>START RATE</u>	<u>MAXIMUM RATE</u>
<u>15.03</u>	<u>\$1,397.66</u>	<u>\$2,636.09</u>
<u>15.04</u>	<u>\$1,454.19</u>	<u>\$2,742.68</u>
<u>15.05</u>	<u>\$1,516.33</u>	<u>\$2,860.00</u>
<u>15.06</u>	<u>\$1,584.21</u>	<u>\$2,988.03</u>
<u>15.07</u>	<u>\$1,663.32</u>	<u>\$3,137.21</u>
<u>15.08</u>	<u>\$1,759.39</u>	<u>\$3,318.56</u>
<u>15.09</u>	<u>\$1,866.82</u>	<u>\$3,521.18</u>
<u>15.10</u>	<u>\$1,985.59</u>	<u>\$3,745.08</u>
<u>15.11</u>	<u>\$2,126.86</u>	<u>\$4,011.62</u>
<u>15.12</u>	<u>\$2,290.81</u>	<u>\$4,320.83</u>
<u>15.13</u>	<u>\$2,477.46</u>	<u>\$4,672.78</u>
<u>15.14</u>	<u>\$2,692.21</u>	<u>\$5,077.94</u>
<u>15.15</u>	<u>\$2,941.01</u>	<u>\$5,547.05</u>
<u>15.16</u>	<u>\$3,229.23</u>	<u>\$5,804.24</u>

APPENDIX B - PREAMBLE

On May 11, 2004 the State of Florida Public Employees Relations Commission (PERC) issued Certification #1478 which certified the American Federation as the bargaining agent for a bargaining unit that includes certain part-time, temporary, grant, or special purpose employees of the City of Jacksonville. These employees, who are described in the May 11, 2004 order of the Public Employees Relations Commissions Case Number, EL-2004-008, will be referred to in this appendix as "eligible employees." This appendix sets forth the agreement reached by the City of Jacksonville and AFSCME with regard to the terms and conditions of employment of the eligible employees.

Notes:

ARTICLE B-1: ARTICLES ADOPTED BY REFERENCE

The current provisions of Articles 1 through 8, 13, 19, 24, 25, 26, 27, 28 and 29 of the Agreement reached between the City of Jacksonville and the American Federation of State, County and Municipal Employees, Florida Council 79, (the Agreement) are hereby adopted by reference and made a part hereof.

ARTICLE 1:	UNION RECOGNITION
ARTICLE 2:	UNION SECURITY
ARTICLE 3:	UNION RIGHTS
ARTICLE 4:	MANAGEMENT RIGHTS AND SECURITY
ARTICLE 5:	TOTAL QUALITY PARTNERSHIP
ARTICLE 6:	SPECIAL MEETINGS
ARTICLE 7:	UNION ACTIVITY
ARTICLE 8:	BULLETIN BOARDS
ARTICLE 13:	SAFETY AND HEALTH
ARTICLE 19:	GRIEVANCE PROCEDURE
ARTICLE 24:	PERSONAL LEAVE (PLAN H)
ARTICLE 25:	ALCOHOL & DRUG ABUSE POLICY AND PROCEDURES
ARTICLE 26:	LIMITED EMERGENCY
ARTICLE 27:	SEVERABILITY
ARTICLE 28:	RESIDUAL RIGHTS CLAUSE
ARTICLE 29:	ENTIRE AGREEMENT

Notes:

ARTICLE B-2: GRIEVANCES AND SEPARATIONS

B-2.1 Grievance Procedure

- A. No eligible employee has a right to the Civil Service complaint/grievance procedure. The sole procedure available to eligible employees shall be the Article 19 grievance procedure.
- B. Eligible employees may not grieve separations from employment. Eligible employees are at-will employees and may be separated from employment at any time and for any reason.
- C. Eligible employees who are separated for documented cause may elect to request a pre-termination hearing. The purpose of the hearing shall be to discuss the facts and investigate the validity of the termination. For employees in the general government, the pre-termination hearing shall be conducted by the Chief of Human Resources or his/her designee unless otherwise specified. For employees of the Jacksonville Sheriff's Office, the Chairperson shall be the Sheriff or his/her designee. The **Union** may represent the employee, if requested by the employee. The Chairperson or his/her designee shall render a non-appealable decision affirming, modifying or denying the proposed termination.

B-2.2 Separations

Employees separated without cause shall receive ten (10) days' written notice of separation, or ten (10) days' pay in lieu of notice, or any combination thereof.

ARTICLE B-3: HOLIDAYS

B-3.1 Eligible employees shall be entitled to compensation as provided for in sections B-3.2 and B-3.3 for the eleven (11) holidays below:

Date	Event
January First (1 st)	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July Fourth (4 th)	Independence Day
First Monday in September	Labor Day
November Eleventh (11 th)	Veterans' Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December Twenty-Fourth (24 th)	Christmas Eve
December Twenty-Fifth (25 th)	Christmas Day

B-3.2 Eligible employees who are not required to work on a holiday listed in section B-3.1 will be compensated at their regular hourly rate times the average number of hours they were paid per day during the six weeks prior to the week in which the scheduled holiday occurs. However, no eligible employee who works less than forty (40) hours per week will receive compensation for a holiday unless the holiday is observed on a regular scheduled workday of the eligible employee.

B-3.3 Eligible employees who are required to work on a holiday shall be compensated at one and one-half (1-1/2) times their straight time pay for all hours worked on the holiday, in addition to being paid for the holiday pursuant to section B-3.1.

ARTICLE B-4: HOURS OF WORK AND OVERTIME PAYMENT

B-4.1 SCHEDULES

Eligible employees' work schedules shall be set at the sole discretion of the appropriate Department Director.

B-4.2 OVERTIME

- A.** Eligible employees shall be required to work overtime when and as required. The department director or his/her designated representative shall determine the necessity for overtime hours and the composition of the workforce. In order to fairly distribute the benefit of compensable overtime hours among the work-force, the **Employer** shall provide, as far as practicable, equal distribution of overtime hours among permanent and eligible employees.
- B.** Eligible employees shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of 40 hours per week. All compensated time shall be included when calculating the forty (40) hour threshold.

With approval of the department head, the employee may elect to receive compensatory time in lieu of cash. Such election and approval shall be made on forms provided by the **Employer**. An employee may accrue up to a maximum of 40 hours of compensatory time. When the maximum has been reached, compensation for additional overtime worked shall be in the form of cash. Compensatory time that has not been used within eight (8) pay periods of the pay period in which it was earned shall be paid for in cash in the next pay period, except that all compensatory time earned but not used shall be paid for in the last pay period of the fiscal year.

- C.** An employee who is called in to work outside of, and not continuous with, his/her regularly scheduled working hours shall be compensated for the time worked at the straight time rate until the employee has worked forty (40) hours for the week, at which time the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Notes:

ARTICLE B-5: WAGES (2008~~9~~ Re-Opener Language)

B-5.1 Eligible employees shall be compensated at the rate determined by their department head except that new employees shall not be hired at a rate more than 110% of the starting rate for the comparable civil service classification unless a higher rate of pay has been agreed to by the **Union** and the **Employer**.

B-5.2 Employees shall have their hourly rate increased by:

~~1.75% effective October 1, 2008~~

There will be no general wage increase in fiscal year 2009-2010.

Performance-Based Pay Increases

For fiscal year 2009-2010, no pay for performance increases are authorized.

~~In addition to the general increase, an additional performance based increase will be granted to eligible bargaining unit members on the following basis:~~

~~Effective, October 1, 2008, a performance pool budget will be established equal to 0.25% of the base pay payroll for the bargaining unit.~~

~~The performance pool will be distributed as follows:~~

- ~~(1) Bargaining unit members who received ratings of "Full Performance," "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 120% of the amount paid to employees whose performance is rated "Full."~~
- ~~(3) Employees whose performance is rated as "Distinguished" will be paid 120% of the amount paid to employees whose performance is rated "Exemplary."~~
- ~~(4) Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.~~
- ~~(5) Employees who are at the maximum of the pay grade shall receive all performance pay above the maximum that they would have received in that budget year in the form of a one~~

~~time cash bonus.~~

~~The parties recognize that employees benefit when their pay is related to their job performance. The parties recognize that tying pay to performance requires a performance measurement system that fairly and equitably differentiates among levels of performance.~~

B-5.3 Shift Differential

Employees assigned to work a shift which begins after 12:00 (noon) shall be paid a shift differential of seven (7) cents per hour.

B-5.4 Hazardous Duty Pay

Eligible employees covered by this Appendix who are designated as comparable to classifications entitled to receive hazardous duty pay under Article 10.15 of the Agreement will receive hazardous duty pay of fifty eight (58) cents per hour for each hour actually worked as provided by Article 10.15. No employee will be eligible for duplicate hazardous duty pay.

B-5.5 Incentive Program

At its sole discretion, the **Employer** may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that result in savings or other benefits, or other similar work related improvements, results, or actions, provided the **Union** is informed in writing of any such programs. The parties agree that incentive programs authorized under Article 10 of the main agreement may be applied to Eligible Employees covered by Appendix B.

B -5.6 FICA Alternative Plan

The City may establish an alternate FICA (Federal Insurance Contributions Act) plan in which employees covered by this Appendix shall participate in, rather than in the Social Security system. If established, the **Employer** shall provide information to bargaining unit members and the Union regarding plan operation.

ARTICLE B-6: INJURY IN LINE OF DUTY

Any eligible employee who sustains a temporary disability as a result of accidental injury in the course of, and arising out of, employment by the **Employer** shall only be entitled to the benefits payable under the Workers' Compensation Laws of the State of Florida.

ARTICLE B-7: INSURANCE AND BENEFITS

B-7.1 The **Employer** shall provide five thousand dollars (\$5,000.00) group term life insurance for all eligible employees, at no cost to the employee.

Eligible employees who are covered by the group term life insurance policy may purchase additional coverage in the amount of five thousand dollars (\$5,000.00) or ten thousand dollars (\$10,000.00) at their own expense.

B-7.2 The parties agree that during the life of this Agreement, the **Employer** may, at its sole option, offer a contribution to cover a portion of the premium for medical insurance coverage for temporary employees.

B-7.3 Mileage Reimbursement

An employee who is required to use his/her personal automobile in the performance of his/her duties, will be reimbursed for operating expenses at the rate-per-mile traveled as prescribed by City Council Ordinance exclusive of mileage traveled to and from the employee's work location. The **Employer** will also pay the mileage allowance for travel from a permanent job site to a temporary job site and return to the permanent site each day of a temporary assignment for any reason other than replacing employees who are absent.

B-7.4 CDL License Renewal Fees

The **Employer** will reimburse up to fifty (\$50.00), for the cost of obtaining or renewing a Commercial Driver's License, for all employees whose jobs require them to maintain a CDL license.

B-7.5 Safety Shoes

Eligible employees who are required to wear safety shoes will receive one hundred twenty-five dollars (\$125) for the purchase of safety shoes upon completion of six (6) months of service with the **Employer** and in one (1) year increments thereafter.

B-7.6 Tool Allowance

A. Employees in the Fleet Management Division shall receive a quarterly tool allowance in accordance with the following schedule, provided the employee worked or was on paid leave during the quarter. The allowance shall be paid not later than the 15th day of the next month following the end of the quarter. The employee must be currently employed on the payment date in order to receive this payment.

Comparable Civil Service Job Title	Quarterly Allowance
Fleet General Services Technician	\$350.00
Journeyman	\$450.00
Leaderman	\$450.00

- B.** Employees of the general government in craft classifications who meet the requirements of Section B-7.6 (a) may, at the sole discretion of the appropriate department director, with concurrence of the Chief of Human Resources, be granted a tool allowance under the same conditions described for motor pool employees.

ARTICLE: B-8: JURY AND WITNESS DUTY

An eligible employee who works less than forty (40) hours per week shall have his/her work schedule adjusted to accommodate jury and witness duty. Forty-hour employees shall be governed by the provisions of Article 12 in the Agreement.

Notes:

ARTICLE B-9: MILITARY LEAVE

Eligible employees shall be paid for military leave at their regular hourly rate times the average number of hours they have worked per day during the six weeks prior to the military leave. (e.g. 40 hours a week worked - 8 hours pay; 30 hours a week worked - 6 hours of pay; 20 hours a week worked - 4 hours pay).

ARTICLE B-10: BEREAVEMENT LEAVE

Eligible employees may be granted up to two (2) days off without loss of pay as bereavement leave not otherwise chargeable upon the death of the employee's spouse, child, mother, father, grandmother or grandfather. Bereavement leave of one (1) day shall be granted upon the death of other members of an eligible employee's immediate household. Employees may use other leave for bereavement of relatives and this leave shall not be unreasonably denied.

Notes:

ARTICLE B-11: INTERNAL RECRUITMENT

Employees in Bargaining Unit 179 shall be eligible for internal recruitment if they have worked a minimum of 1040 hours within the 12-month period immediately preceding the examination date.

ARTICLE B-12: TRANSITION TO FULL-TIME EMPLOYMENT

It is the City's intention to utilize temporary employees in this bargaining unit on a full-time basis for periods not to exceed six months for reasons including, but not limited to, special projects or replacing employees on extended leave, or to meet seasonal needs, and on an ongoing part-time basis not to exceed 50 hours per pay period.

The City has identified positions that are expected to be required for an indefinite period, but which require the services of an eligible employee for no more than an average of 25 hours per week (50 hours per pay period). Employees who work in such "part time" positions will continue to be eligible employees, covered by the Appendix of this Agreement, and shall not be expected or permitted to work more than 50 hours in any two-week pay period. Employees designated as "part-time" or "temporary" shall not be expected or permitted to work more than a total of 1300 hours in a fiscal year.

ARTICLE B-13: MATTERS NOT ADDRESSED

To the extent any provision of the Agreement reached between the City of Jacksonville and the American Federation of State, County, and Municipal Employees, Florida Council 79, is not adopted herein by reference, or is not specifically addressed in this Appendix B, said provision is null and of no effect as it relates to employees covered by this Appendix.

APPENDIX C SAFETY SENSITIVE POSITIONS DEFINITIONS AND KEY

ABBREVIATION	DEFINITION
DISPATCH OF VEHICLE	RESPONSIBLE FOR DISPATCH OF EMERGENCY VEHICLES (EITHER EMERGENCY RESPONSE/PUBLIC SAFETY VEHICLES OR OTHER VEHICLES IN EMERGENCY SITUATIONS).
MAINT OF VEHICLE	MAINTENANCE OF THE TYPE AND KIND THAT IF PERFORMED IMPROPERLY COULD RESULT IN DANGER TO THE OCCUPANTS/USERS OR OTHER EMPLOYEES OR MEMBERS OF THE PUBLIC NEAR THE VEHICLE/EQUIPMENT.
CHAUFFEURS OTHER EMPLOYEES	CHAUFFEURS OTHER EMPLOYEES AS PART OF ASSIGNED DUTIES.
HANDLE HAZARDOUS MATERIALS OR EQUIP (INCLUDES GUNS & OTHER SAFETY EQUIPMENT)	TRANSPORTS, MIXES, HANDLES, USES, HAZARDOUS MATERIALS, OR IS RESPONSIBLE FOR EQUIPMENT CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES.
CDL LICENSE	OPERATES CDL CLASSIFIED VEHICLES.
SUPERVISES CHILDREN	SUPERVISES CHILDREN OR IS RESPONSIBLE FOR THE SECURITY OF CHILDREN.
OPERATES./ DIRECTS LARGE EQUIPMENT	OPERATES/DIRECTS LARGE TRUCKS AND/OR CONSTRUCTION EQUIPMENT.
HAZARDOUS EQUIPMENT./ CONDITIONS	PERFORMS HAZARDOUS/PERILOUS WORK AND/OR WORKS WHERE THE INDIVIDUAL MAY CAUSE HARM TO HIMSELF OR OTHERS.
GUARDS SAFETY OF WORKERS AND/OR PUBLIC	GUARDS THE SAFETY OF CO-WORKERS AND/OR PUBLIC.
IMMEDIATE MANAGEMENT RISK	DUTIES REQUIRE DRUG PREVENTION-FOREKNOWLEDGE OF IDENTITIES OF INDIVIDUALS TO BE TESTED.
SPECIAL LICENSE	ANY POSITION THAT REQUIRES SPECIALIZED LICENSING BY CITY, STATE, OR FEDERAL LAW OR REGULATION WHICH INVOLVES ADDITIONAL MEDICAL AND/OR BACKGROUND INVESTIGATIONS. THE EXISTENCE OF A SPECIAL LICENSE REQUIREMENT MAY BE USED FOR THE PURPOSE OF SUPPORTING A SAFETY-SENSITIVE DESIGNATION BUT SHALL NOT BE SUFFICIENT IN AND OF ITSELF TO REQUIRE A SAFETY-SENSITIVE DESIGNATION.
ENFORCE DRUG POLICY	ENFORCES DRUG POLICY (INTERDICTION AND DISCIPLINE).
STORE ILLEGAL SUBSTANCES	HANDLES, FILES AND/OR STORES ILLEGAL SUBSTANCES.
SYSTEMS OPERATOR	DESIGN, CONSTRUCTION, MAINTENANCE, INSPECTION & OPERATION OF SYSTEMS CARRYING CURRENT, FLUIDS OR GAS THAT COULD ENDANGER THE PUBLIC OR EMPLOYEES OR REGULATES, MAINTAINS, REPAIRS TRAFFIC SIGNAL DEVICES.
SUPV/SAFETY SENSITIVE POSITION	DIRECTLY SUPERVISES A SAFETY SENSITIVE POSITION.
ACCESS/CRIMINAL INVESTIGATION INFO	WORKS WITH OR HAS ACCESS TO INFORMATION OR DOCUMENTS PERTAINING TO CRIMINAL INVESTIGATIONS.
EMERGENCY RESPONSE REQUIRED	RESPONDS UNDER EMERGENCY CONDITIONS.

APPENDIX D VACATION LEAVE (PLANS A AND B)

- 1) This vacation Leave Plan shall apply to those employees hired prior to October 1, 1968, who elected to remain under the Sick Leave Plans A or B.
- 2) Employees shall accrue vacation leave with pay according to the following schedule on a bi-weekly basis:

Years of Service	Time Per Year
0 months thru 4 yrs.	80 hours
4 yrs. thru 9 yrs.	96 hours
9 yrs. thru 14 yrs.	144 hours
14 yrs. thru 19 yrs.	160 hours
19 yrs. or more	192 hours

For employees being paid for less than eighty (80) hours, the bi-weekly factor must be calculated by multiplying the hourly accrual rate times the number of hours for which the employee is being paid. Vacation leave, sick leave, annual leave, annual military training leave, and leave while on the active payroll due to an on-the-job injury, shall be construed as time worked. Vacation leave shall be earned during the first year of employment, but employees may not take any of their accrued leave until they have completed their initial six (6) months probationary period. The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employment anniversary occurs.

- 3) Employees are encouraged to take vacation leave every year. The minimum amount of vacation leave to be taken and charged shall be one half (1/2) hour.
- 4) Any portion of vacation leave which has accrued to the credit of the employee may be taken, provided no vacation leave taken shall exceed two hundred forty (240) working hours in any one (1) calendar year, except as otherwise provided. The limit of two hundred forty (240) working hours does not apply if the leave is taken immediately preceding special leave of absence without pay, or if vacation is to be used for educational purposes or for continuation of salary following an on-the-job injury after the exhaustion of other benefits, if any.
- 5) Should a holiday fall within the vacation period, the holiday will not be charged against the employee's vacation leave.
- 6) Vacation leave shall be arranged so as to be mutually convenient to both the employee and the **Employer**. Vacation leave must be scheduled consistent with the operational requirements of the **Employer**. In scheduling

On File

vacation leave, employees with seniority in a classification, within a shift, crew, section, or office, may be given preference. This seniority preference will only apply to the first vacation period selected each year. As an exception to the foregoing statement, employees who avail themselves of military leave for training purposes shall not be given preference on the initial selection of vacation periods. A vacation schedule for each division within the **Employer's** departments shall be established no later than March 31 of each calendar year. Employees who have not indicated their desired vacation period by that date shall be given preference only for later periods as they are available on a first come basis. Vacation periods may be changed by mutual consent between the employee and the division chief at any time feasible. If an employee splits his/her vacation leave, he/she will be allowed only one choice of dates, taking his/her remaining vacation leave after other employees in order of seniority in classification have exercised their choice of dates.

- 7) Notwithstanding any other provisions of this Agreement, the **Employer** shall have the unilateral and ultimate right to alter vacation schedules for proper cause and/or emergencies that may occur. In such cases the **Employer** will reimburse the employee for any non-refundable expenses incurred, as a result of the cancellation or alteration of the employee's vacation plans.
- 8) If an employee is absent on account of sickness, injury, or disability and has used all accrued sick leave, then said employee, upon request, and at the discretion of the **Employer**, may be allowed to be placed on vacation leave status and allowed to use any accrued leave in accordance with this Agreement.
- 9) Upon written request and with at least thirty (30) days advance notice, an employee taking at least two (2) weeks or more of authorized paid vacation may have the amount of compensation due for the requested vacation period advanced to him/her on his/her last regular payday prior to the beginning of the paid vacation.
- 10) Each employee should be aware of his/her current vacation leave accrual status at all times. Each division chief will ensure that proper and accurate vacation leave records are maintained. Vacation and sick leave accrued shall be shown on the check stub, subject to clerical corrections.
- 11) **A.** Upon termination, other than retirement from the service of the **Employer**, the employee shall either take or be paid a lump sum payment for any unused accrued vacation leave up to a maximum of two hundred forty (240) working hours.

B. Upon retirement from the service of the **Employer**, the employee retiring shall either take or be paid a lump sum payment for any unused accrued vacation leave up to a maximum amount of five hundred sixty (560) working hours in the calendar year of retirement.

On File

any event, the maximum vacation payment or vacation usage in the calendar year of retirement shall not exceed a combined maximum total of five hundred sixty (560) hours. The option of a lump sum payment for vacation leave purposes is vested in the **Employer**. The effective date of termination in these cases must allow for the period of vacation leave to which the employee is entitled.

- C. An employee who is dismissed for cause may be required to forfeit all accrued leave.
 - D. An employee who fails to give the **Employer** two (2) weeks advance notification of his/her intended resignation may be required to forfeit all vacation leave earned in the fiscal year that the employee resigned.
- 12) Employees hired before October 1, 1987 who did not elect to remain under Sick Leave Plans A and B shall be entitled to personal leave (Plan E) as outlined in Article 23.
 - 13) Employees hired on and after October 1, 1987 shall be entitled to personal leave (Plan H) as outlined in Article 24.
 - 14) The **Employer** and the **Union** agree to comply with the City's Human Resources policy on leave/sick leave donations.

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