



COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF JACKSONVILLE

and

**NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

Effective

October 1, 2006⁹ through September 30, 2009¹²

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PREAMBLE

This Agreement is entered into as of October 1, 2006~~9~~ between the City of Jacksonville (**Employer**) and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America (**Union**). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the 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. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City of Jacksonville is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

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 certified bargaining unit defined by Certification 293 as clarified and issued on ~~July 20, 1993~~ November 16, 2009, 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.

Employee shall be defined to include: all employees employed by the City of Jacksonville in the classifications that appear on the attached Appendix A. The term "employee" shall also refer to those employees designated as temporary who hold the same classification and work the same hours under common supervision as the employees listed in Appendix A.

Terms and conditions of employment for the temporary employees referred to in this section are set forth in Appendix ~~DC~~ of this Agreement and not in the provisions of the main 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.

ARTICLE 2: SECURITY AND DUES CHECK OFF

2.1 The **Employer** will make copies of this Agreement available to employees by placing one (1) copy in each work location for the express purpose of calling-employees' attention to the fact that the Northeast Florida Public Employees' Local 630 of the Laborers' International Union of North America, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit as defined in Article 1 of this Agreement. The **Employer** will provide a complete copy of the Agreement to the **Union**, and will place one copy of the complete Agreement in each work location.

A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:

- A. When the Agreement has been ratified by all parties, the Agreement will be reproduced by the **Employer** in a quantity sufficient for all bargaining unit members who do not have access to the electronic version to receive a copy. In addition, a sufficient number of copies will be reproduced to provide a copy to each person hired into a job classification in the bargaining unit. The **Union** will reimburse the **Employer** for one-half (1/2) of the cost.
- B. The **Employer** agrees to have an electronic version with any amendments, memorandum of agreement, or memorandum of understanding available for reference by bargaining unit employees, if the technology is available to the **Employer**.

2.2 Upon receipt of a written authorization from an employee, the **Employer** will deduct from the employee's pay the amount owed to the **Union** for dues and uniform assessments. This provision will provide for twenty-six (26) deductions per year. The **Employer** will remit such sums to the **Union** by the tenth day of the month after the payroll in which the dues or assessments were deducted. Unless the **Union** notifies the **Employer** in writing of any errors or omissions within two (2) calendar weeks of receiving it, the **Employer's** remittance will be deemed correct. Any notification of errors or omissions must be specific about the information believed to be erroneous or omitted.

2.3 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 deduction for **Union** dues or uniform assessments.

- 2.4 An employee may revoke his/her authorization for deduction of dues or uniform assessments, provided the employee submits a signed form to the Payroll Section revoking such authorization, with a copy to the **Union**. Any forms initiating or revoking deductions for union dues or uniform assessments pursuant to this Article may only be completed by the employee affected. Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- 2.5 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pensions, credit union, and health and life insurance.
- 2.6 In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join, and participate in, or refrain from forming, joining, or participating in, an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the **Employer** in the determination of the terms and conditions of their employment.
- 2.7 Upon written request of the Business Manager the **Employer** agrees to furnish the **Union** with a computer printout or electronic file of all the employees within the defined bargaining unit at no cost to the **Union**. The request for the data may contain, but is not limited to, the following information: the employee's name, address, classification, index code ~~activity number~~, date in grade, adjusted employment date, work site, and home phone number listed, if any. The **Employer** will not be responsible for the accuracy of the information provided.

ARTICLE 3: UNION ACTIVITY

3.1 The **Employer** shall only recognize and deal with accredited **Union** stewards, the Union Business Manager, and other officers pursuant to Section 3 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

3.2 Union Activities by Union Stewards

A. Assignment of Stewards

- (1) **Union** stewards shall be active employees as designated by The Northeast Florida Public Employees' Local 630, Laborers' International Union, and shall be members of the bargaining unit. No employee shall function as a **union** steward while on leave of absence without mutual consent of the **Union** and the **Employer**.
- (2) The Union shall provide the Employer with a written list of **union** stewards and alternates prior to their assuming office. The **Union** shall notify the **Employer** promptly of any changes of such **union** stewards. **Union** stewards will not perform any grievance work until the **Union** has complied with this section.

B. Steward Designation

- (1) Employees will be represented by stewards designated by the **Union** as follows:

Division	Number of Stewards
Streets & Drainage Right of Way & Grounds Maintenance	8
Solid Waste	5

- (2) A steward who is assigned to more than one (1) work location will be considered a roving steward. If additional permanent work locations are created, the **Employer** and the **Union** will meet at the request of either party to mutually determine the **Union** steward representation needs of the employees in those locations.

C. Steward Duties and Responsibilities

- (1) In cases which cannot be resolved otherwise, designated **union** stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances when such investigation is required for the prompt and effective settlement of the grievance in question. Stewards must make every effort to minimize work time lost as a result of this section. All stewards have productive work to perform as assigned by the **Employer**. The parties will cooperate to minimize the actual time spent by **Union** representatives in investigating, presenting, and adjusting grievances or disputes.
- (2) The steward must advise his/her supervisor of the requirement for such investigation and secure permission before conducting the investigation. Such permission will not be unreasonably withheld.
- (3) Supervisory permission shall be given orally to the **Union** steward provided that said oral authorization insures adequate controls of the steward's time; otherwise written permission shall be required. If it becomes necessary for a **Union** steward to receive written permission, the department will provide a form which will be used for this purpose. Upon returning to his/her work assignment, the steward shall report to his/her immediate supervisor, unless prior consent not to do so has been secured.
- (4) In the investigation of grievances, stewards shall not unduly hamper the work operations of the **Employer** by conferring with employees not involved with the grievance. **Union** stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. All files of the employee, not otherwise confidential by law, shall be open for investigation by the steward when investigating grievances. Stewards shall not conduct any grievance work on premium time except in emergency situations occurring during such premium hours that involve suspension or discharge.

- (5) When it is necessary for a union steward to enter a division or area other than his/her own for the purpose of conducting **Union** business authorized by this Agreement, he/she will secure permission for his/her presence from the supervisor of that area or division or activity and notify the supervisor of the general nature of his/her business. Such permission shall not be unreasonably withheld. While on City property and functioning as **Union** representatives, stewards are subject to the same rules of the **Employer** as all other public employees, except as specifically provided in this Agreement.
- (6) The **Employer** may grant designated stewards and alternates time to attend accredited courses involving labor/management relations, without loss of pay. These courses shall be paid for by the **Union**.

3.3 Union Activities of Union Officials and Representatives

Rights and responsibilities of **Union** Officials in performing their **Union** functions on behalf of the **Union**, and the procedures governing the exercise of their role.

- A. The Business Manager of the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, or his/her alternate, will be the official spokesperson for the **Union** in any matter between the **Union** and the **Employer**. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.
- B. With proper authorization, **Union** officials, as designated in Article 3.1 of this Agreement, may be admitted to the property of the **Employer**. The **Employer** shall not reasonably withhold such authorization.
- C. **Union** officials, as designated above, shall be able to talk with employees before or after regular working hours or during the employees' lunch break, in designated areas on **Employer** property.
- D. **Union** officers and officials will 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. Where the property is not normally open to visitors, and upon advance request, the **Employer** shall provide the **Union** officer or official with a responsible escort.

- E. The **Employer** will provide **Union** officials, officers, and stewards with access to parking at prevailing rates while on **Union** business and while parked at **Employer**-owned and operated parking lots.
- F. The **Employer** will provide the Union Business Manager and appropriate **Union** Stewards with copies of any work rules and/or policies which the **Employer** has created, amended, or deleted, within a reasonable time after their creation, amendment, or deletion, and prior to their effective date.
- G. **Union** representatives shall not actively solicit grievances or collect **Union** monies on the **Employer's** property.

3.4 Union Activities by Bargaining Unit Employees

- A. The **Employer** agrees to contribute two thousand and eighty (2080) non-cumulative payroll hours each year to the **Union** for a pool time account to be used by employees at the **Union's** request. Employees released for pool time usage shall report their time as "union leave" and their employment status will remain active with full salary and benefit accrual.
 - (1) Pool time may be used solely for activities related to this bargaining unit.
 - (2) Use of pool time is contingent upon the employee's advance request for union pool time leave, prior management approval of the request, and the absence not interfering with operational needs.
 - (3) Management of each division shall specify the level at which pool time requests must be approved.
 - (4) No employee shall be authorized to use union pool time during a pay period in which he or she has taken leave without pay.
- B. An employee who is questioned by management, and who reasonably believes that the questioning may lead to disciplinary action against him/her, has the right to request that a **Union** representative be present. When an employee requests **Union** representation pursuant to this section, and a **Union** representative is not immediately available, the **Employer** shall postpone the meeting for a reasonable time in order for the employee to obtain **Union** representation. This provision shall not be construed to require the attendance of a specific **union** representative.

- C. Nothing in this Agreement shall be construed to prevent an employee, at any time, from presenting his/her own grievances to the **Employer**, in person or by legal counsel, and having such grievances adjusted without the intervention of the bargaining agent so long as the adjustment is not inconsistent with the terms of the Agreement. The **Union** shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- D. Employees have the right to join the **Union**, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint, or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the **Union** or by virtue of his/her holding office or not holding office in the **Union**. This provision shall be applied to all employees by the **Employer** and the **Union**.

ARTICLE 4: BULLETIN BOARDS

4.1 The **Union** shall be provided with partial use of suitable bulletin boards, including at least one (1) at each work location where employees are required to report for work assignments. The **Union** may, with the approval of the **Employer**, provide a bulletin board of standard size for its exclusive use. In addition LIUNA Local 630 will be provided with centralized electronic posting ("electronic bulletin board") within the City system, for the same purpose.

4.2 The **Union** agrees that it shall use space on bulletin boards provided for in Section 4.1 above, only for the following purposes:

Notices of Union meetings	Notices of public bodies
Elections of Union Officers	Reports of Union committees
Rulings and policies of the Union	Employee Grievances
Recreational and social affairs of the Union	

4.3 No material, notices, or announcements shall be posted by the **Union** which contain anything political or controversial, or anything adversely reflecting upon the City of Jacksonville, its officials, managers, consultants, or agents, its independent Agencies, its employees, or any labor organization. Any proven violation of this section by the **Union** shall entitle the **Employer** to cancel immediately the provisions of this Article and to remove the posting in violation.

4.4 Notices or other information intended for the regular bulletin boards shall be submitted to the Chief Labor Relations Officer or designee for approval as to compliance with Section 4.3 before posting, and shall be dated and initialed by the LIUNA Local 630 Business Agent or President and the Chief Labor Relations Officer or designee before being posted.

4.5 Notices or other information intended for the electronic bulletin board shall be submitted on floppy disk or other comparable electronic medium to the Chief Labor Relations Officer designee for approval as to compliance with Section 4.3 before being posted. Notices or other information intended for the electronic bulletin board shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.

4.6 When LIUNA needs to access City facilities to update information on the regular bulletin boards, it shall contact the Chief Labor Relations Officer or designee to make arrangements to do so.

- 4.7** 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.

ARTICLE 5: MANAGEMENT SECURITY

- 5.1 The **Union** and its officers, agents, and members agree that during the life of this Agreement, they shall not institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, intentional interruption of **Employer** operation, or similar activity for any reason. Management shall have the right to discharge or otherwise discipline any employee who violates the provisions of this section. The only question that may be raised in any proceeding (grievance, judicial or otherwise) adjudicating such action is whether the provision prohibiting strikes, slow-downs, concerted stoppages of work, intentional interruptions of **Employer** operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.
- 5.2 A. 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, Florida Statutes, are expressly prohibited:
- (1) Soliciting public employees during working hours.
 - (2) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in areas not specifically devoted to the performance of official duties.
- B. No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.
- C. The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. An employee who is proven to have violated any provision of this section may be discharged or otherwise disciplined by the **Employer**, notwithstanding the provisions of any collective bargaining agreement.
- 5.3 The **Employer** and the **Union** agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The **Employer** and the **Union** affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to race, color, creed, national origin, sex, or disability.

- 5.4 The **Employer** and **Union** agree that the **Employer** shall be allowed to take all actions necessary to comply with the Americans with Disabilities Act of 1990.

ARTICLE 6: SAVINGS CLAUSE

The **Employer** retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.1 It is the right of the **Employer** to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract. It is also the right of the **Employer** to direct its employees, take disciplinary action for proper and just cause, and to relieve its employees from duty because of lack of work or for other legitimate reasons; provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining Agreement.
- 7.2 In those cases where sub-contracting or privatization by the **Employer** for those jobs now performed by members of the **Union** is being considered, a special meeting will be held to discuss the sub-contracting or privatization (including but not limited to lists of jobs to be contracted). The meeting shall be held as soon as it is determined by the **Employer** that it will be necessary to subcontract out a service.

~~ARTICLE 8~~

~~INTENTIONALLY LEFT BLANK~~

~~[SEE ARTICLE 3: UNION ACTIVITY]~~



ARTICLE 98: SPECIAL MEETINGS

The **Employer** 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, these meetings shall not be used to renegotiate this Agreement.

A special meeting shall be held within ten (10) days of the receipt of the written request at a time and place mutually agreeable to the parties. At these special meetings, the **Union** shall have the right to recommend to the **Employer** correction of any inequities known to the **Union**. The **Employer** will send a written response to the **Union** within ten (10) working days after the **Union** has made the inequity known to the **Employer**.

Special meetings shall be requested through, and conducted by, the City's Chief Labor Relations Officer.

ARTICLE ~~109~~: HOURS OF WORK AND OVERTIME PAYMENT

~~109.1~~ The purpose of this Article is to define hours of work and computation of overtime. The standard work week shall consist of seven (7) consecutive twenty-four (24) hour periods, Saturday through Friday. All employees within the bargaining unit shall be placed within one of the schedules set forth in Section ~~109.2~~ (a) through (e).

~~109.2~~ Work Schedules and Payment for Overtime

A. Standard Work Week Schedule

The standard schedule for the regular work week shall consist of five (5) eight (8) hour days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M.

- (1) The work week starting time shall commence when the employee begins work on Monday morning.
- (2) Employees on this schedule will be paid overtime at time and one-half (1-1/2) for all hours worked in excess of eight (8) in any twenty-four (24) hour period.
- (3) Employees on this schedule who work more than sixteen (16) hours in any twenty-four (24) hour period shall be paid double time for hours worked in excess of sixteen (16).
- (4) Employees on this schedule who work more than forty (40) hours in any work week for which overtime compensation has not previously been paid will be paid time and one-half (1-1/2) for the hours above 40.

B. Eight-Hour Rotating Shift Schedule

The standard schedule of activities requiring a twenty-four (24) hour-per-day, seven- (7) day-per-week operation shall consist of eight (8) hours for any twenty-four (24) hour period, and forty (40) hours per work week.

- (1) Days and shifts of work shall be scheduled consecutively without alteration during the shift or work week except that the **Employer** may alter a shift for the purpose of staffing, if a shift is understaffed to the point that additional personnel are required to avoid suspension of production. Starting times for these schedules shall be the start of the employee's shift (work week, work day, and shift).

- (2) Employees on this schedule shall be paid time and one-half for all hours worked in excess of regular shift hours in any twenty-four (24) hour period, or in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid.
- (3) Employees on this schedule who work more than sixteen (16) hours in any one work day shall be paid double-time for hours worked in excess of sixteen (16) in the 24-hour period.

C. Four Ten-Hour Day Schedule

The standard schedule for the four-day ten-hour work week shall consist of four (4) consecutive ten- (10) hour work days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M.

- (1) Employees will be paid time-and-one-half (1-1/2) for all hours worked in excess of ten (10) in any twenty-four (24) hour period.
- (2) Employees who work more than sixteen (16) hours in any twenty-four (24) hour period shall be paid double time for hours worked in excess of sixteen (16) in the 24 hour period.
- (3) Employees who work more than forty (40) hours in any work week for which overtime compensation has not previously been paid, will be paid time-and-one-half for hours in excess of 40 (forty) in the work week.

D. Fluctuating Hours Schedule

The Solid Waste Division's Collection Activity may employ a fluctuating hour's schedule which shall be regulated as follows:

- (1) The schedule shall consist of four (4) or five (5) work days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M., except in the case of an emergency as declared by management. The day's assignment shall be either the employee's normally-assigned route, or the amount of work that a normal collection crew, working at a normal pace, could accomplish within a normal work day. The day's assignment may also be a supervisor's group task. (Assignment to a supervisor's group task shall be voluntary by the employee). The employee's normal workday shall end when the employee has completed one day's assignment, as described above.

- (2) Employees who work a fluctuating hours schedule will have hours of work which fluctuate from week to week.
- (a) Accordingly, the employee will be paid a fixed amount as straight-time pay for all hours worked to complete the day's assignment during the work week.
 - (b) Hours worked in excess of forty (40) in any workweek shall be considered overtime.
 - (c) The employee's overtime compensation shall total one-and-one-half (1-1/2) times the employee's regular rate of pay, as defined in Section ~~409~~.2(d)(3)(a) for all hours worked in excess of forty (40).
- (3) The **Employer** will calculate overtime as follows:
- (a) The employee's **regular rate of pay** for each work week will be calculated by dividing the employee's fixed salary amount by the number of hours the employee worked during that week.
 - (b) The number of hours worked in excess of forty (40) will be multiplied by one-and-one-half the employee's regular rate of pay as calculated in Section ~~409~~.2(D)(3)(a) to determine the amount of overtime compensation due to the employee.
 - (c) **Additional Assignments**

Except as provided below, employees who have completed their day's assignment, and are assigned to other duties or to another task, shall be compensated at time-and-one-half, based upon a standard forty (40) hour work week, for any additional hours worked that day. Management's assignment of employees to another task at the completion of their day's assignment shall be guided by the following:
 - (i) An employee who works a complete additional day's assignment shall be compensated for an additional day's pay, regardless of the number of hours necessary to complete the additional day's assignment.

- (ii) An employee who works less than a complete additional day's assignment shall be compensated for the number of additional hours worked, not to exceed that ratio of hours which the portion of the day's assignment worked bears to the number of hours normally required to complete the full day's assignment. Provided, however, any employee who works 3/4 or more of an additional route on a holiday shall receive full route pay for the additional assignment.
- (iii) Employees who are slow to complete the day's assignment will be required to complete their assignment regardless of the number of hours necessary to do so, except in case of emergency as determined by management. Emergencies shall include, but not be limited to, anything which would impede normal collection activities such as insufficient staff on a holiday, or the necessity to complete collection before dark.
- (iv) Employees will not normally be assigned to assist other employees who are slow to complete their day's assignment. Employees other than those assigned to the supervisor's group task will not normally be assigned to assist other employees complete their day's assignment in case of vehicle breakdown, unless the vehicle remains out of service for at least two (2) hours. Management will attempt to provide an employee experiencing a vehicle breakdown with another vehicle before assigning other employees to assist with that employee's days' assignment.

- (v) Management's assignment of employees to additional days' assignments, or any part thereof, shall be equalized to the extent feasible. Volunteers will be given first consideration. Thereafter, management will assign employees in rotation. Each supervisor will prepare and post a rotation list of the employees on his/her crew, and will assign additional work, when required, by reference to this list. However, in the absence of sufficient volunteers or adequate response to rotation, management may require any employee to perform additional work.

E. Daily Schedule

The Solid Waste Division's Collection Activity may assign employees to work a daily schedule which shall be regulated as follows:

Employees assigned to a daily schedule will be paid for work performed on a "per day" basis, as allowed by 29 CFR Code of Federal Regulations (CFR) 778.112.

- (1) The daily schedule shall consist of five (5) work days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M., except in the case of an emergency as declared by management. Each day's assignment shall be either the employee's normally-assigned route, or the amount of work that a normal collection crew, working at a normal pace, could accomplish within a normal work day. The employee's workday shall end when the employee has completed one day's assignment, as described herein.
- (2) Employees who work a daily schedule will have hours of work that will vary on a daily basis. As provided for in 29 CFR 778.112, the employee will be paid a fixed amount of straight-time pay for each day or partial day worked to complete the day's assignment. Because each week's pay is dependent upon both the number of days worked, and the number of hours (if any) worked in excess of 40, an employee's total compensation may vary from week to week.
 - (a) Hours worked in excess of forty (40) in any workweek shall be considered overtime.
 - (b) The employee's overtime compensation shall total one- and-one-half (1&1/2) times the employee's regular rate of pay (as calculated in subsection (3) for

all hours worked in excess of forty (40) in that workweek.

- (3) The **Employer** will calculate overtime compensation as follows:
 - (a) Regular Rate of Pay - The employee's regular rate of pay for each work week will be calculated by multiplying the number of days worked, by the employee's daily rate to arrive at the weekly total pay, and then dividing the employee's weekly total pay by the total number of hours the employee worked during that week.
 - (b) The number of hours worked in excess of forty (40) will be multiplied by one-and-one-half the employee's regular rate of pay for that week to determine the amount of overtime due to the employee.
- (4) This agreement between the parties shall constitute a written contract within the meaning of Chapter 448.01 ~~F.S.~~ Florida Statutes, between the employees in this bargaining unit, and the Employer, the City of Jacksonville, that except as provided in the Agreement, employees shall have no expectation of additional pay for hours worked in excess of ten (10) in any day.

F. Odd Work Week Schedule

In those activities requiring work schedules other than the regular work schedule, the eight hour rotating-shift schedule, the ten-hour-day work schedule, the fluctuating hours schedule, or the daily schedule, the standard work schedule shall consist of forty (40) hours which may begin on any day of the week.

No employee assigned to an odd work week shall be required to work any hours in excess of sixteen (16) in any twenty-four (24) hour period, commencing at the beginning of the employee's usual shift.

Employees shall be paid at time-and-one-half (1-1/2) for all hours worked in excess of regular shift hours in any twenty-four (24) hour period, or in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid.

109.3 Assignment and Scheduling Provisions

- A. An employee's days and shifts of work, and rest days shall be scheduled consecutively where possible. Final approval of all work schedules shall be at the sole discretion of management, provided

that nothing in this section shall supersede any other Article of this Agreement.

- B. The **Employer** agrees to notify the **Union** in writing of any master schedule changes at least fifteen (15) days prior to the change. The **Employer** will give employees at least five (5) working days' written notice before changing an employee's regular work schedule. The above shall not apply in the event of an emergency as defined within the current edition of Webster's Dictionary. This notice requirement shall not apply to transitional duty.
- C. Where possible, all employees shall be given at least a half-hour lunch break during which the employees shall be relieved of duty. An employee who is required to work during the lunch break shall be compensated at the appropriate rate.
- D. An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. Any part of the rest period that extends into the employee's basic workday, shall be considered as time worked. Overtime pay for these extended hours will be at the applicable overtime rate.
- E. In the event that employees must be reassigned from one shift to another, or from one work area to another, the **Employer** shall first reassign employees in each class who volunteer for such reassignments. Volunteers from each class with the greatest seniority shall be reassigned first. If the **Employer** is not able to obtain enough volunteers for the reassignment, the **Employer** shall reassign the least senior employees from each class from which the assignment is made. The **Employer** retains the right to reassign any employee or group of employees, without regard to the provisions of this section, under the circumstances set forth in subsections (i) and (ii). Upon request, the **Employer** shall inform the **Union** of the facts or circumstances on which the **Employer** relied in making a reassignment pursuant to subsection (1) or (2) below:
- (1) When one or more employees have special skills which are needed on another shift or in another work area.
 - (2) When special circumstances relating to an individual employee necessitate the **Employer's** reassigning that employee to a different shift or work area.

109.4 Rules Governing Overtime Work and Pay

- A. No employee may authorize overtime for him/herself. Overtime may only be authorized by the appropriate supervisor.
- B. Nothing in this Article shall require payment for overtime hours not worked except as expressly provided in this Agreement.
- C. Paid time for personal leave, holidays, annual military training and while receiving a workers' compensation wage benefit shall count as time worked for the purpose of determining the threshold for payment of overtime.

D. Assignment of Overtime

The Employer will strive to distribute the opportunity for overtime work equitably among employees in classifications normally performing the same types of work in each assigned shift, crew, or work area, so long as such distribution does not delay performance of work or increase operating costs. Upon request, the Employer shall make overtime records available to **Union** officials to resolve any question involving distribution of overtime.

E. ~~Overtime~~ Call-Back

An employee who has left his/her place of work and is called back for ~~overtime~~ additional work shall be paid for such ~~overtime~~ work in accordance with this Article, provided that he/she shall receive a minimum payment of four (4) hours at one-and-one-half (1-1/2) times his/her regular rate. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period.

F. Scheduled ~~Overtime~~ Additional Work

An employee scheduled to report for ~~overtime~~ additional work shall receive a minimum payment of two (2) hours at one-and-one-half (1-1/2) times the employee's regular rate.

G. Extended Daily Hours

An employee who is called back to work without completing the eight (8) hour rest period provided for in Section ~~409.3(d)~~ shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked, commencing from the time he/she reports back to work and ending when he/she is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining eligibility for overtime pay.

109.5 Compensatory Leave Time as Alternative to Cash Payment

Compensation for overtime will be in the form of cash payment, unless compensatory leave time is mutually agreed to by the employee and the department head or designee.

- A. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to two hundred forty (240) hours of compensatory leave time. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash.
- B. Accrued compensatory leave time may be taken at any time when authorized by the appropriate supervisor. Requests for compensatory leave of five (5) or more consecutive workdays must be submitted in writing at least two (2) weeks in advance. Requests for compensatory leave of less than five (5) consecutive workdays must be submitted at least twenty-four (24) hours in advance.
- C. Scheduling of compensatory leave will be based on seniority and classification within the department for the first request of five (5) days or more.
- D. The Employer may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave will be honored.

109.6 Payment of Meal Allowance

- A. The **Employer** will pay a meal allowance of six dollars (\$6.00) under the following circumstances:
 - (1) When an employee is required to work four (4) or more actual hours of ~~overtime~~ before or after the end of the employee's regular shift. Under these circumstances, the employee is entitled to a meal allowance after the first four (4) hours of ~~overtime~~ such work, and at six (6) hour intervals thereafter if the employee continues working without a meal break of at least thirty (30) minutes.
 - (2) When an employee is called out to work unscheduled ~~overtime~~ hours that is not immediately before or after the employee's regular work period. Under these circumstances, an employee is entitled to a meal allowance four (4) hours after the employee starts work, and at six (6) hour intervals thereafter if the employee continues working without a meal break of at least thirty (30) minutes.

- B. The **Employer** will pay meal allowances no later than the end of the second pay period after the pay period in which the meal allowance is earned.

409.7 Use of Temporary Employees to Perform Overtime Work

Temporary employees shall not normally be utilized to perform overtime work except under the following conditions:

- A. When civil service employees within the affected work area have been given the opportunity to work, and have declined the opportunity or are otherwise unavailable for the assignment.
- B. When temporary employees have been assigned to and are working on a job, completion of which will extend beyond the end of the normal work day, making it impractical for the crew to return to the area maintenance facility to replace the temporary personnel with civil service personnel.

ARTICLE 140: TIME AND ATTENDANCE

140.1 At its sole discretion, the **Employer** may employ a time-keeping system for purposes of accurately recording employee time and attendance. Where used, the timekeeping system shall apply uniformly at each work reporting location.

140.2 At no time should one employee ~~shall~~ make entries on another employee's time and attendance record.

ARTICLE 121: ADMINISTRATION OF THE CLASSIFICATION AND PAY PLANS

121.1 Salary Schedules and Pay Plan

- A.** Each classification in the bargaining unit is assigned to a Pay Grade based upon the evaluation of the classification. Each Pay Grade will consist of a salary range with starting and maximum rates.
- B.** Starting rates of the Pay Grades will ~~increase~~ change as follows:
~~1.00% effective October 1, 2006~~
~~1.00% effective October 1, 2007~~
~~1.00% effective October 1, 2008~~

0.00 % effective October 1, 2009

2.00 % decrease effective October 1, 2010

2.00 % increase effective September 30, 2012 provided conditions are met as described in 12.1A.

Maximum rates of the Pay Grades will ~~increase~~ not change during the life of the contract. ~~as follows:~~

~~3.00 % effective October 1, 2006~~

~~3.50 % effective October 1, 2007~~

~~4.00 % effective October 1, 2008~~

121.2 Classification Plan

A. Changes to Class Specifications

If the **Employer** determines that class specifications are to be changed, added to, deleted, or amended, notification of proposed new or revised specifications accompanied by a copy of the current specifications shall be furnished to the **Union** by the Human Resources Department at least ten (10) days prior to approval of the new or revised specification unless concurrence is received prior to the conclusion of the ten (10) day period. After approval, a copy of the new or revised specification will be forwarded to the **Union**.

The **Employer** agrees to post proposed new or revised specifications for classes in the bargaining unit in each department and at each work site which has positions allocated to the classification, for ten (10) working days prior to approval.

B. Temporary Assignments

When filling a position in the classified service on a temporary basis because the incumbent is on sick leave, vacation, personal leave, leave of absence, or is off for any other reason, the **Employer** shall select the temporary replacement from the top name on the appropriate certified promotional eligibility list provided such employee is currently assigned to the work location where the temporary opening exists. If the promotional eligibility list does not contain the name of an employee from the work location where the vacancy exists, then the **Employer** shall appoint the employee with the greatest time in grade in the work location in the class from which the appointment is being made for the temporary replacement. If a certified list does not exist, the employee with the greatest time in grade from the work location in the class from which the appointment is being made shall be appointed until such time as a promotional eligibility list has been certified. Where employees have the same time in grade in the class from which the temporary appointment is being made, total length of service with the **Employer** shall determine seniority for the purpose of this appointment. Temporary appointments shall be made in line of promotion from the class immediately below the position being filled, providing the employee is physically able and qualified to perform the duties of the higher classification, and provided those qualifications are limited to those factors directly required to perform the job.

C. Civil Service Appointments

The **Employer** shall not appoint any person who does not possess civil service status, to any position within the bargaining unit, other than to an entrance level position within the normal line of promotion; provided, however, that the **Employer** may appoint any qualified person once an internal eligibility list has been exhausted, pursuant to the provisions of the Civil Service Rules for posting external positions.

D. Notification of Scheduled Examinations and Eligible Candidates

The Human Resources ~~Department~~ Division will notify the **Union** when an examination is scheduled in which bargaining unit employees are eligible to participate. The Human Resources ~~Department~~ Division will send copies to the **Union** of all certified promotional eligibility lists which have been established for positions within the bargaining unit. The **Employer** agrees to post examination notices ~~and the names of individual employees in line of promotion~~ for upcoming promotional eligible exams (Priority 1) at least ten (10)

working days prior to the closing date of the examination or when all eligible employees have applied or waived. It is understood that these notices shall be posted in conspicuous areas at each work reporting location. ~~Additionally, Union Stewards shall be provided a copy of the notices when posted. Inclusion of names on the posting does not signify eligibility to take an examination, but shall be solely for the purpose of providing notice to potential applicants.~~

E. Internal Transfers

An employee who wishes to transfer to another job shall provide a written transfer request to his/her division chief. The division chief shall respond in writing within fifteen (15) calendar days of receipt of the employee's request.

The **Employer** shall consider applications for transfer to positions within the bargaining unit from current employees before hiring from outside the existing city workforce. The Employer shall evaluate all applicants, whether internal or external, using the same criteria. Management retains sole discretion to decide whom to hire.

ARTICLE 132: WAGES

132.1 Wage Adjustments

A. General Wages ~~Increases~~:

~~2.00 % effective October 1, 2006~~
~~2.25 % effective October 1, 2007~~
~~2.25 % effective October 1, 2008~~
~~3.00 % effective October 1, 2009~~

0.00 % effective October 1, 2009

2.00 % reduction effective October 1, 2010

2.00 % increase effective September 30, 2012, provided that negotiations for a successor agreement are concluded, or the parties reach impasse no later than July 1, 2012. The parties agree to commence good faith negotiations no later than January 1, 2012. The parties further agree that bargaining sessions shall be conducted at least every two weeks, unless the parties agree to an alternate negotiation schedule.

B. Increases in Excess of Range Maximum

In such cases where the increase would cause an employee's base salary to exceed the maximum rate of the range of the assigned Pay Grade, the employee will be given the increase, or portion of the increase that would exceed the maximum rate of the range, as a one-time payment not applied to the employee's base salary.

C. Performance Based Pay Increases

For fiscal year 2009-2012, no pay for performance increases are authorized and the provisions in 12.1(C) regarding performance-based pay shall not be applicable.

The parties agree that employees benefit when their pay is related to their job performance. The **City** recognizes that tying pay to performance requires a performance measurement system that fairly and equitably differentiates among levels of performance. In addition to the general increase provided for in 132.1(A), an additional performance-based increase will be granted to eligible bargaining unit members on the following basis:

- (1) A performance pool budget will be established equal to the specified percentage of the base pay payroll for the bargaining unit. The specified percent shall be

~~0.50% effective October 1, 2006~~

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~~0.75% effective October 1, 2007~~

~~1.25% effective October 1, 2008~~

- (2) Each performance pool will be distributed among bargaining unit members who received ratings of "Full Performance" (Level 3) "Exemplary Performance" (Level 4) and "Distinguished Performance" (Level 5) as follows:
- (a) Employees whose performance is rated as "Exemplary" will be paid 120% of the amount paid to employees whose performance is rated "Full."
 - (b) Employees whose performance is rated as "Distinguished" will be paid 120% of the amount paid to employees whose performance is rated "Exemplary."
 - (c) Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.
- (3) Percentage increases granted under this formula will be capped at 4% for employees whose performance is rated "Exemplary" and at 5% for employees whose performance is rated "Distinguished."

- D. All bargaining unit employees in the same department will have their performance evaluated using a standard appraisal system. The Employer shall notify the **Union** in writing of any proposed changes to the Performance Evaluation procedures. A copy of the completed evaluation shall be provided to the employee.

After the initial evaluation meeting, if the employee requires assistance to interpret the contents of said evaluation, the employee may have the right in a subsequent meeting to representation by a steward of his/her choosing from stewards available from the work site.

An employee who believes that the **Employer** failed to follow applicable procedures or who contests the basis for his/her rating may appeal the complaint through the grievance procedure outlined in Article 27 of this Agreement. If an employee disagrees with an evaluation, he/she may attach a written statement to the evaluation to be entered into the employees file.

132.2 Shift Differential

All employees assigned to work any shift starting between 12:00 P.M. (Noon) and 4:59 A.M. shall receive the following pay differential.

Starting Time:	Differential Rate
After 12:00 P.M. (Noon)	3.0%
After 10:30 P.M.	6.0%

132.3 Service Raise

All employees shall receive a twenty-five (\$25.00) dollar per month service raise for each five years served with the **Employer**.

132.4 Availability of Payroll Deposit Advices

The **Employer** will make a good faith effort to have payroll "deposit advice" notices available on Thursdays for those employees who have direct deposit and who are scheduled to be off duty at the normal pay time. The **Employer** will take appropriate steps to maintain confidentiality of information on paychecks and "deposit advice" notices. If practicable, paychecks and "deposit advice" notices will be placed into sealed envelopes prior to being provided to employees.

132.5 Administrative Procedures

The following administrative procedures shall be adhered to by the Chief of Human Resources in the implementation of the pay plan for employees in the bargaining unit.

A. Original Appointment**(1) Start Rate:**

An original appointment to any classified position shall be made at the starting rate of the range for the Pay Grade, except that those employees previously employed in comparable classes under Appendix D of this Agreement shall have their salary set at their current rate or the starting rate, whichever is greater. Thereafter, advancement within the salary range shall follow the procedures provided below.

(2) Advanced Appointment Rate

The department head may approve initial compensation at a rate up to 25% above the starting rate of the range if the candidate has a combination of training and experience that exceeds the minimum requirements specified on the

class.

(3) Completion of Probation

Upon satisfactory completion of the probationary period, the base salary of the employee shall be advanced 5% or to the maximum of the range, whichever is less.

(4) Equity with Advanced Appointment Rates

When such a new employee is hired at a rate above the starting rate of the class range, other employees in the class with similar training and experience will have their base salaries increased to that of the new employee. Provided, however, that this subparagraph shall not apply when employees previously employed under Appendix D of this Agreement are hired in permanent positions. The **Employer** shall provide the **Union** with the names, job classifications and the departments in which employees who have received an increase under this section work.

(5) Hard-to-Fill Positions

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 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 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.

B. Advancement Within a Salary Range

(1) Completion of Probation

Upon satisfactory completion of the probationary period, the base salary of the employee shall be advanced 5% or to the maximum of the range, whichever is less.

(2) Equity with Advanced Appointment Rates

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 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, within 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.

(3) Special Pay Increases

If conditions exist which justify a pay increase to provide equity, or for other reasons not provided in this Plan, the Chief of Human Resources, with the concurrence of the Mayor's Budget Review Committee (MBRC) may approve a special pay increase for any employee. The Chief of Human Resources shall notify the **Union** in advance that a proposed special pay increase has been forwarded for consideration by the Mayor's Budget Review Committee and shall attach a copy of the MBRC agenda item. 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 increase, any provisions of this Article are affected, the Chief of Human Resources shall issue special instructions to be followed in connection with future increases.

C. Promotions, Demotions and Transfers

(1) Promotion

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 starting rate of the range of the higher Pay Grade whichever is greater. Under no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion.

2) Demotion

(a) During Probation

When an employee is demoted to his/her former class during the probationary period following a promotion, his/her pay shall be restored to the rate he/she would be earning if the promotion had not been granted (taking into account any increase that the employee would have received in his/her former class.) In the event an employee is demoted during his/her probationary period, he/she shall be eligible for any increases he/she normally would have received had he/she not been promoted. Provided, however, that this subparagraph shall not apply when employees previously employed under Appendix D of this Agreement are hired in permanent positions.

(b) Voluntary

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 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 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.

(c) Disciplinary

When an employee is demoted for disciplinary reasons, the rate of pay in the lower range shall be no less than that which the employee received prior to promotion

(d) Other than Voluntary or Disciplinary

When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee will be placed within the range of

the lower Pay Grade without reduction, except that the base salary may not exceed the maximum 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 plus any increase the employee would have received if not demoted.

(e) Reduction in Force or ADA Placement

When employees are demoted or otherwise reassigned in connection with a Reduction in Force or ADA Placement, the **Employer**, at its sole discretion, may ~~maintain~~ determine 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. The intent of this provision is to afford the ability to consider equity concerns in the classification to which the affected employee is placed.

(f) Transfer

When a transfer not involving promotion or demotion is made from one position to another with an equivalent pay grade, the base pay of the transferred employee shall remain unchanged.

132.6 Pay for Temporary Out-of-Classification Assignments

In any case when an employee is temporarily required by the appropriate agency to serve in and to accept the responsibility for work in a higher classification for at least one (1) hour of continuous duty, unless the employee is assigned to a higher classification for the purpose of on-the-job training for advancement purposes, the employee shall receive the starting rate of the higher classification or a 5% salary increase, whichever is greater, for the time spent working in the higher classification. (Solid Waste employees shall receive the increase for the entire working day.)

no case, however, can the adjusted salary level exceed the maximum of the salary range for the higher position. While employees assigned to a higher classification as provided above shall not have to perform all of the duties of the higher classification in order to be eligible for compensation under this provision, they must perform the preponderance of the work of the higher classification. An employee may be temporarily assigned to the work of any position of the same or lower classification. No on-the-job training without out-of-class pay shall exceed twenty (20) work days.

132.7 Special Differentials

The following employees will be paid a differential equal to five percent (5%) of their base pay under the terms and conditions described below:

- A. ~~Employees who are designated assigned to supervise prison crews and have obtained the. These employees are required to obtain appropriate training as directed by the Employer. All such employees who have received the appropriate training must assume the assignment when directed to do so by the Employer. These employees will be paid five percent (5%) differential only during the time days actually assigned to supervise a prison crew. Such employees reassigned to other duties not supervising prisoners to meet emergency/operational needs shall not receive differential on such days.~~
- B. ~~Employees who drive a City vehicle with permanently mounted tanks which carry fuel or other hazardous materials. These employees will be paid a five (5%) differential only during the time when they are actually assigned to drive such vehicles. Employees assigned to operate City Fuel Tankers requiring an additional Hazmat endorsement to the required CDL will receive a five percent (5%) differential. Loss of CDL or the required Hazmat endorsement will be cause for termination of such differential and assignment. Such employees reassigned to other duties not operating a City Fuel Tanker to meet emergency/operation needs shall not receive differential on such days.~~

C. Differential for Aerial Bucket Work

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

132.8 Incentive Programs

- A. Performance, Safety & Savings Incentives

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

B. "TOPPS" Incentives

Team Outstanding Performance Programs (TOPPS) may be developed for subsequent rating periods. The TOPP shall 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 employees' base salary.

C. Incentives for Work-related Credentials

At its sole discretion, the **Employer** may from time to time elect to establish financial incentives to encourage employees to obtain certain work-related certifications or other educational credentials. Incentives may take the form of supplemental pay or one-time or periodic payments. All affected employees will be equally eligible to qualify for, and receive, such incentives under the same terms and conditions. When an incentive program is established, the **Employer** will provide the **Union** with at least two week's 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.

D. Employee Referral Program

At its sole discretion, the **Employer** may from time to time elect to establish an "Employee Referral Program" with financial incentives to encourage current employees to refer candidates for employment in city jobs. Incentives will be in the form of one-time

payments. All eligible employees may participate in such a program and receive incentives under the same terms and conditions. If an Employee Referral program is established, the **Employer** will provide the **Union** with at least two week's written notice of the following information:

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

132.9 Review of Classifications and 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.

- A.** 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.
- B.** When the **Union** and/or an employee alleges that the employee is being regularly required to perform duties which are not consistent with the approved classification of the position being filled by the employee, and the **Union** and/or the employee alleges that the duties assigned are not appropriate for the class specifications to which the position is allocated, the **Union** and/or the employee may request that the Chief of Human Resources or his/her designee review the classification assigned to the employee's position. The Chief of Human Resources or his/her designee shall review the duties as requested. The **Union** and the employee will receive a copy of the findings within thirty (30) days of receipt of the complaint.

- C. 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.

132.10 Severance

- A. 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 affected employee. In the event that the 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.
- B. Any employee with one (1) year or more of service, who is laid off for any reason other than cause, shall receive severance pay in the amount of wages for twenty (20) working days.

ARTICLE 143: EMPLOYEE BENEFITS

143.1 Payment of Benefits Upon Employee's Death

A. Death Benefits Payable

Upon the death of an employee, all accrued and unused overtime, vacation leave, and other terminal leave benefits (other than life insurance proceeds for which a beneficiary has been designated), shall be paid within forty-five (45) days to the employee's designated beneficiary of the terminal leave benefits. The **Employer** will provide a form that employees may use to designate the beneficiary of the employee's terminal leave benefits.

B. Payment in Absence of Named Beneficiary

When an employee fails to designate a beneficiary of his/her terminal leave benefits, the **Employer** shall pay the terminal leave benefits provided for in Section 143.1(a) as follows:

- (1) The benefits will be paid to the employee's surviving spouse. A surviving spouse may elect to receive a lump sum payment of the leave balance or may elect other options available under applicable ordinance.
- (2) In the event the employee leaves no surviving spouse, the benefits will be paid to the employee's children in equal shares, payable as follows:
 - (a) To each of the employee's children over the age of 18 who are known to the **Employer**;
 - (b) To the legal guardian or representative of each of the employee's children under the age of 18 who are known to the **Employer**;
- (3) If the employee has no surviving spouse or children known to the **Employer**, the benefits will be paid to the surviving parent(s) of the employee, in equal shares.
- (4) If the employee has no surviving spouse, children, or parents known to the **Employer**, the benefits will be paid to the employee's estate.

143.2 Mileage Reimbursement

An employee who is required by the **Employer** 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 Ordinance, exclusive of mileage traveled to and from his/her work location.

143.3 Life Insurance

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 those employees covered by this Agreement. It shall further provide for the employee, at his/her option to purchase group term life, at the expense of the employee, under the same policy for one, two, or three times annual salary, with a double indemnity clause for accidental death and dismemberment. Benefits may be reduced at age 70, to 65% of benefits under the policy.

143.4 Union-sponsored Payroll Deductions

The **Employer** agrees to provide a payroll deduction process that is available to employees in the bargaining unit for various group plans sponsored by the Union. The **Employer** may assess an administrative charge not to exceed six cents per deduction, per payroll for other than city-sponsored plans. 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. This provision shall not be construed to compel the Employer to enter into any contractual arrangement with third parties or to undertake any legal liability not expressly provided for in this Agreement.

143.5 Medical Insurance and Cafeteria Plan

The **Employer** will provide a choice of comprehensive group health plans from which the employee may select. Effective January 1, 2011, a five percent (5%) employee contribution is required for all plans except for the High Deductible HMO Plan. The **Employer** agrees to secure and pay for the entire cost of a comprehensive group medical care plan for all employees covered by this Agreement. In addition, the **Employer** agrees to pay fifty percent (50%) of the cost of dependents' coverage under the same plan; the employee will pay the remaining fifty percent (50%) of the cost. The dependents must be covered under the same plan as the Employee.

Recognizing that the **Employer** has developed a Section 125 IRC Plan, the **Employer** may, during the life of this Agreement, expand its Section 125 Plan.

IRC Benefits plan by providing health insurance premiums, as well as other options, as part of a menu of benefits in the cafeteria plan from which employees may choose benefit combinations that best suit their needs. Should such a new program be introduced during the life of this Agreement, the rate of payment for each employee shall not be lower than it would have been under the existing program as provided for in Article 143.5 of this Agreement.

143.6 Dental Insurance

The **Employer** will pay a premium not to exceed ten (\$10.00) dollars per month, per employee for continuation of the existing group Dental Plan for the life of this Agreement. Once the cafeteria plan has been developed and offered to employees, the **Employer's** contribution to the Dental Plan will be one of the choices included in the benefits menu.

143.7 Prepaid Legal Insurance

The **Union** may elect to establish and administer a group prepaid legal plan for its members. If it elects to do so, the **Union** will be responsible for obtaining the approval of the Florida Bar and the **Employer** before implementing the plan. The **Employer** shall not unreasonably deny its approval of the plan.

The **Employer** will pay a premium for the plan not to exceed \$15 per month per employee for the life of this Agreement.

143.8 Personal Property Damage

- A. The **Employer** will repair or replace an employee's personal property, (including prescription eye glasses) if **all** of the following conditions are met:
- (1) the personal property was damaged as a result of the employee's performance of his or her duties;
 - (2) the damage was not the result of the employee's negligence;
 - (3) the employee reported the damage to the appropriate department head or agency authority, along with reasonable proof of the loss, within seven (7) calendar days after the occurrence of the damage; and
 - (4) the appropriate department head or agency authority approved the repair or replacement of the personal property. If the loss is covered by any insurance policy owned by the victim employee, the **City** will be reimbursed for any

replaced items in the amount allowed and paid by the insurance company.

- B. The **Employer** reserves the right to determine whether to repair or replace damaged property.
- C. The **Employer** will not repair or replace telephones, pagers, or other electronic devices, or jewelry other than watches, damaged in the performance of an employee's duty.
- D. In no event will the **Employer** pay more than two hundred fifty dollars (\$250.00) to repair or replace any damaged property, except for watches which will be limited to \$100.00.
- E. When an employee is entitled to payment under this Article, the **Employer** shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage.
- F. The Employer shall notify the Union when it denies a bargaining unit employee's claim for repair or reimbursement for loss or damage to his/her personal property.

143.9 Retirement

A. Deferred Compensation

- (1) To the extent permitted by law, the **Employer** will provide employees eligible to retire the option to use sell back leave time to fund their Deferred Compensation Program ~~and a Post Retirement Health Care Program~~ in the following manner: Upon attaining time service that is within three (3) years of normal time service retirement, the employee will be allowed at their option to cash in accrued leave and retirement leave account not to exceed the maximum allowed by I.R.C., 457(b) and/or 401(a) per year the Internal Revenue Code. This provision is subject to acceptance by plan providers of the **City**.

~~(2) 401(a) Plan Contributions~~

- ~~(a) The **Employer** will continue to contribute one quarter of one percent (1/4%) of the base salary of each employee in the bargaining unit who is in Leave Plan H to a deferred compensation plan under IRC 401(a). Effective as of January 1, 2007, the Employer will increase the contribution by one quarter of one percent (1/4%) for a total contribution of one half of one percent (1/2%) of the base salary of each~~

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~~employee in the bargaining unit who is in Leave Plan H.~~

~~(b) Effective January 1, 2007, the **Employer** will contribute one quarter of one percent (1/4%) of the base salary of each employee in the bargaining unit who is in Leave Plan E to a deferred compensation plan under IRC 401(a).~~

~~(c) Such payments shall be in accordance with applicable IRC regulations, including limitations on contribution amounts.~~

B. Retirement Plan

~~The Union recognizes that during the life of this Agreement, the Employer will continue to investigate avenues to enhance employee choice, maintain quality, and manage costs of retirement options available to employees. The Union will cooperate with these efforts without waiving its lawful right to negotiate with the Employer over those matters affecting employees' wages, hours, and terms and conditions of employment should such plans develop.~~

The Union recognizes that the City will implement, during the life of this agreement, a revised pension plan that will be applicable 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.

143.10 Reimbursement for Required Hazmat Endorsement

The **Employer** agrees to reimburse current bargaining unit employees who are required to hold a hazmat-endorsed commercial drivers license for the initial and recertification cost of the fingerprinting and background check process required by the Transportation Security Administration (TSA) and the Federal Motor Carrier Safety Administration (FMCSA) for issuance of hazmat endorsements.

ARTICLE 154: SAFETY AND HEALTH

154.1 Safety Practices

- A. The **Employer** will conform to, and comply with, safety, health, sanitation, and working conditions properly required by federal, state, and local law. No employee shall be directed to operate unsafe equipment or to perform acts considered to be unsafe.
- B. Employees are responsible to utilize required safety equipment, and to observe safety rules and practices as promulgated by the Employer. Willful neglect, and failure by an employee to obey safety regulations or to use safety devices, shall be just cause for disciplinary action.
- C. All parties will cooperate to eliminate safety and health hazards.
- D. In accordance with established safety practices, the Employer will provide protective devices, wearing apparel, and other equipment necessary to protect employees from occupational injury or disease. The Employer may improve such safety practices from time to time. Employees may be required to wear hard hats. Protective devices, apparel, and equipment must be used when provided or required.
- E. In 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 such safety shoes. Such payment will be made the first pay period in January of each year. Replacement of safety shoes prior to expiration of the one-year period shall be at the discretion of the **Employer**. Alternatively, the City may elect to provide employees with vouchers to purchase safety shoes directly from a vendor.
- F. The **Employer** agrees to provide first-aid kits to be accessible to employees.

154.2 Occupational Health

- A. The **Employer** agrees to periodically post information on bulletin boards noting the inoculation schedule at the Occupational Health Office.
- B. Where available, and subject to availability of funds, clean and adequate restrooms and showers shall be provided.

154.3 Mayor's Occupational Safety and Health Committee

- A. The City shall establish and maintain an Occupational Safety and Health Committee as a means of promoting occupational safety and health. LIUNA may designate two (2) employee representatives to this Committee. One LIUNA representative shall be from the Streets and Drainage Division and the other shall be from the Solid Waste Division. The Workplace Safety Committee will:
- (1) Actively participate in accident prevention;
 - (2) Promote safety and health in the workplace and will discuss safety and health matters such as existing practices and rules relating to safety and health, workplace design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety matters;
 - (3) Recommend improvements to city-wide and department-wide safety programs;
 - (4) Perform other duties as determined by the Chairperson to be consistent with the program as agreed upon by the committee;
 - (5) Meet at least once each quarter during the calendar year and at such other times as a majority of the committee membership agrees or the City requires;
 - (6) Make written reports of committee actions, and make recommendations to the **Employer** and to the **Union**.
- B. Safety practices may be improved from time to time by the **Employer's** in-house safety representatives upon recommendations from the Occupational Safety and Health Committee. The **Union** may submit safety recommendations to this committee.

154.4 City Driving Certification and Vehicle Safety Board

A. Vehicle Safety Board

The City may establish and maintain a Vehicle Safety Board to which the **Union** may designate one (1) employee representative and an alternate. The representative and alternate shall not be from the same department. Both the representative and the alternate may attend the Board's meetings, but only one shall vote. A department head will be notified in writing when an employee

under his/her control has accumulated sufficient points to warrant suspension or revocation of public driving privileges. The department head will endorse the notice either accepting or overruling the Board's action. The department head shall retain a copy and forward the original endorsement to the Risk Management Safety Program Coordinator.

B. Defensive Drivers' Course

The **Employer** may require employees to attend a Defensive Drivers' Course.

- (1) An employee who does not pass the course will be required to repeat it until he or she successfully passes it.
- (2) An employee who does not pass the course will be given scheduling preference for the next available session which he or she will be required to attend. It is the ~~employee's~~ employer's responsibility to enroll the employee in the next class offered through his/her assigned driver license coordinator.
- (3) An employee who fails the Defensive Driving Course for the second time will be required to schedule a special class with the City Safety Program Coordinator.
- (4) An employee's unexcused absence from the class for which registered will be considered to be a failure.
- (5) The Employer will revoke the City Driver Certification of an employee who fails the Defensive Driving Course more than twice. The revocation will remain in effect until such time as the employee successfully passes the course

ARTICLE 165: INJURY IN LINE OF DUTY

165.1 Supplemental Benefit

A. Eligibility

A permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury arising out of the course and scope 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 a supplemental benefit under the conditions set out in Section 165.1(c).

B. Amount

The amount of the supplemental benefit payable under this Article shall be calculated as follows: the **Employer** will calculate what the employee's net take home pay after taxes and social security deductions would be based upon the employee's regular straight-time wages. The amount of the employee's net take home pay shall be reduced by the amount of workers' compensation payable to the employee. The remainder is the amount of the supplemental benefit payable to the employee. Provided, however, that in no event shall any employee realize more than his/her net after-tax take-home pay as a result of receiving both Workers' Compensation and the supplemental benefit.

C. Conditions for Payment

The supplemental benefit provided for in Section 165.1(b) is payable under the following circumstances:

- (1) During the first twenty (20) working days of such disability, the employee shall receive the supplemental benefit.
- (2) Thereafter, the Director of Administration and Finance may, at his/her sole discretion, (which discretion shall not be subject to arbitration), grant additional supplemental benefit.
- (3) An employee whose workers' compensation benefit is reduced pursuant to Chapter 440 F.S. shall not be eligible to receive a supplemental benefit.

165.2 Transportation for Initial Medical Evaluation and/or Treatment

The **Employer** will transport employees to medical facilities for ~~On File~~
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evaluation and/or treatment of an injury on the job, if needed.

165.3 Transitional Duty

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 and mental 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.

ARTICLE 176: HOLIDAYS

- 176.1 A.** Employees shall observe the following twelve (12) holidays with pay each year:

Date	Observance
January 1st	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veterans' Day
4th Thursday in November	Thanksgiving
Friday after Thanksgiving	Day After Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day
Personal Holiday	

- B.** Employees shall also be granted a paid holiday for any day declared a holiday by ordinance of the Council or by proclamation of the Mayor.
- C.** The Personal Holiday shall be taken on any date during the fiscal year at the option of the employee when approved by the division chief or his/her designee. Personal holidays not taken by the end of the fiscal year shall be forfeited.
- D.** Employees who work a schedule other than an eight (8) hour day shall have a holiday that conforms to their work schedule. If payment for such time or any portion thereof is mutually agreed to in lieu of time off, then the employee shall be paid at time-and-one-half (1-1/2) for those hours, but in no event shall the employee receive, in either pay or time off, an amount in excess of double time-and-one-half (2-1/2) for holiday hours.
- 176.2** Whenever an observed holiday occurs on an employee's scheduled day off, the **Employer** shall schedule the employee to take a day off on another day mutually agreed to, or compensate him/her at straight time rate in order to equalize the observed holidays in Section 176.1.
- 176.3 A.** When an employee is required to work on a holiday listed in Section 176.1, he/she shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate for any hours worked, in addition to his/her straight-time pay for that day.

- B. Temporary employees shall not normally be utilized to perform work on one of the holidays listed in Section 176.1. The **Employer** may utilize temporary employees to work the above holidays only after employees within the designated bargaining unit have first been given the opportunity to work, and have declined said assignment.

176.4 An employee shall receive payment for any paid holiday unless:

- A. He/she has an unexcused absence (excluding tardiness) on the last regular workday preceding such holiday, or on the next regular work day following such holiday.
- B. Having been scheduled to work on such holiday, he/she fails to report for work without justifiable reason for such absence.
- C. He/she is on leave of absence without pay.
- D. He/she is receiving a wage benefit from Workers' Compensation.

176.5 When a holiday listed in this Article falls on a weekend, the following rules shall govern its observance:

- A. A holiday that falls on a Sunday shall be observed on the following Monday, except as noted below.
- B. A holiday that falls on a Saturday shall be observed on the preceding Friday, except as noted below.
- C. When Christmas Eve falls on either a Saturday or a Sunday, it shall be observed on the following Tuesday.
- D. In those activities where employees are assigned to shift schedules, or where emergency maintenance crews are assigned, the actual day of the holiday shall be observed for purposes of calculating pay.

ARTICLE 187: ~~VOTING~~ PAID TIME FOR CIVIC DUTY

187.1 Voting

During any primary or general election in which early voting is not available, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose, provided the employee furnishes proof that he/she is a registered voter. When the polls are open two (2) hours before or two (2) after the employee's regular scheduled work period, or where early voting is available employees will be considered to have sufficient time for voting.

24.1187.2 Jury Duty

Any employee who is required to perform jury service during his/her normal working hours shall be paid his/her regular salary. The employee summoned as a juror shall immediately notify his/her supervisor by furnishing a copy of his/her summons. Any shift employee who is required to perform jury service will be temporarily assigned to the day shift. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the workday. An employee who is released from jury duty prior to four (4) hours from the end of the workday shall be required to report to his/her work site within one and one-half (1-1/2) hours after his/her release.

24.2187.3 Witness Duty

- A. Any employee who, as a result of his/her City duties, is called to testify on behalf of the City in a civil judicial matter while off duty shall be entitled to compensation for all hours on such special duty. Any employee who is subpoenaed to testify during his/her normal working hours in a civil judicial matter unrelated to his/her City duties shall, at the option of the employee, be allowed to use accumulated paid leave or be placed on leave without pay during that time.
- B. Any employee who is subpoenaed to provide testimony in a civil or criminal case during his/her normal working hours shall be paid his/her regular wages during that time.

ARTICLE 19: Intentionally left blank

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ARTICLE ~~20~~18: PERSONAL LEAVE (PLAN E)

2018.1 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, 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, 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.

Any employee who enters the unit who is in Leave Plans A & B will continue to be governed by the terms of Leave Plans A & B.

2018.2 Employees shall accrue personal leave with pay according to the following schedule on a bi-weekly basis:

Years of Service	Annual Accrual Rate
0 through 4 years	• 160 hours
5 through 9 years	• 184 hours
10 through 14 years	• 208 hours
15 through 19 years	• 232 hours
20 through 24 years	• 256 hours
25 years or more	• 280 hours

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.

2018.3 Employees, when eligible and authorized may use their accrued personal leave for any reason they deem necessary as provided in Section ~~20~~18.4. Authorization for use of earned leave shall not be unreasonably withheld. Authorized use of personal leave shall not constitute grounds for disciplinary action, however it is the employee's responsibility to ensure that he/she has sufficient accrued time available to cover the requested and authorized time off.

2018.4 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 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. Scheduling of personal leave will be based on seniority and classification within the department for the first request of five (5) days or more. Upon written request and with at least fifteen (15) days' advance notice when required, an employee taking at least one (1) week of authorized personal leave, may have one-half or the whole of his/her normal bi-weekly take home pay advanced to him on his/her last regular payday before his/her scheduled leave. Employees are responsible for maintaining sufficient hours in their leave banks to cover requested leave, as well as for unanticipated emergencies.

2018.5 Maximum Accrual

Personal leave shall accrue to a maximum of ~~one hundred twenty (120) days~~ nine hundred sixty (960) hours.

18.6 Rollback Payments

The **Employer** will compensate employees on an hour-for-hour basis for any accrued amount over ~~one hundred twenty (120) days~~ nine hundred sixty (960) hours as of September 30 each year. These payments may be made as early as the second payday in November, but shall be made no later than the first payday in December at the September 30 rate of pay. ~~At the employee's option, his/her payment will be paid the second payday in January at the September 30 rate of pay. If the employee elects, excess personal leave over one hundred twenty (120) days shall be credited to his/her retirement account in lieu of payment up to a maximum on one hundred twenty (120) days in that account. (This option applies to employees hired prior to October 1, 1979.)~~

18.7 Sellback Payments

- A.** 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 2010-2011, the irrevocable election must be made on or before September 30, 2010 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.

~~2018.6~~ If an employee does not use all of the personal leave accrued in a fiscal year, he/she may elect to be paid the difference between the amount used and the amount accrued for that fiscal year on a day-for-day basis. Such option must be elected immediately after the close of the fiscal year, which is September 30, but no later than October 31. This option is not available to an employee who would have less than ten (10) days personal leave remaining after such payment. Such payments will be made, at the employee's option, on either the first payday in December or the second payday in January at the September 30 rate of pay.

~~2018.8~~ The minimum amount of personal leave to be taken and charged shall be one half (1/2) hour.

~~2018.9~~ 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.

~~2018.10~~ Should a holiday provided for in Article 176 of this Agreement fall within an employee's scheduled personal leave period, the holiday will not be charged against the employee's personal leave.

~~2018.11~~ An employee must notify his/her immediate supervisor as early as reasonably possible and no later than fifteen (15) minutes prior to starting time on the first day that the employee is unable to report to work because of illness and any subsequent days of unscheduled absence. Employees on rotating shift work must notify their immediate supervisor no later than thirty (30) minutes before shift starting time. The employee will furnish adequate explanation of his/her absence when requested by the supervisor and notify the supervisor of the approximate amount of time that the employee will be absent. Unscheduled absences are subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing unscheduled personal 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. This examination will be conducted on the **Employer's** time and at the **Employer's** expense. On the date of the examination, the employee will not be required to report to his/her regular duty assignment. If the examination takes longer than a normal duty day, the employee will be paid one and one-half (1-1/2) times his/her straight-time rate of pay for all hours in excess of the normal duty day.

2018.12 If an extended illness causes an employee to use all of his/her accrued personal leave, then such employee may use days previously transferred to the employee's retirement account pursuant to Section ~~2018.5~~, as explained below:

- A. If an employee, due to an extended continuous illness, requires five (5) or more working days 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 ten (10) or less personal leave days in his/her personal leave account, then the employee may, at the employee's option, use his/her retirement account for bona fide illness.
- C. If an employee has no time remaining in the personal leave account but has time remaining in the retirement leave account, then leave for illness or emergency, if properly approved, shall be automatically charged to the retirement account unless specified otherwise by the employee.

2018.13 Upon termination for other than retirement purposes, the employee shall be paid for all accrued personal leave, and shall be paid one (1) day for every two (2) days accrued in the employee's retirement account.

2018.14 For purposes of this Agreement, retirement shall mean retirement pursuant to the full time service requirements or early vesting retirement pursuant to the provisions in requirements of the pension plans of the City or its former governments; retirement by reason of age pursuant to Social Security for employees covered solely by Social Security, provided such employee has ten (10) years service with the City; or 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 a day-for-day basis, up to a maximum of one hundred-twenty (120) days 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 subsection (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 in one lump sum, on a day-for-day basis.

2018.15 Upon the death of an employee, the beneficiary provided for in section 143.1 shall be paid for all accrued personal and retirement leave on the basis of one (1) day's pay for each day in said accounts.

ARTICLE 2119: PERSONAL LEAVE (PLAN H)

2119.1 This Article shall apply to all permanent, probationary and provisional employees employed on or after October 1, 1987.

2119.2 Employees currently in Vacation and Sick Leave Plan F may convert their accrued vacation days and accrued sick leave to the personal leave account (Plan H) on a day-for-day basis.

2119.3 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:

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

B. 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 2119.3(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.

2119.4 Personal leave shall accrue to a maximum of seventy five (75) days. Accrued and unused personal leave over seventy five (75) days will be forfeited, except if applied in accordance with the provisions of Section 2119.5 below.

2119.5 There shall also be established a Critical Emergency Leave Bank (CELB). Any accrual over the maximum of seventy five (75) days allowed in the regular personal leave account pursuant to Section 2119.4 may be credited to the CELB account up to a maximum of ninety (90) days. To transfer excess time to the CELB, those employees with accrual over seventy five (75) days 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 ten (10) consecutive days of the employee or member of his/her immediate family. Immediate family is defined as: spouse, children, step-children, and any blood 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.

2119.6 Employees, when eligible and authorized as provided in Sections ~~2119.7~~ through ~~2119.10~~, may take accrued personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave days earned. Authorized use of earned personal leave shall not constitute grounds for disciplinary action, however it is the employee's responsibility to ensure that he/she has sufficient accrued time available to cover the requested and authorized time off.

2119.7 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 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. Employees are responsible for maintaining sufficient hours in their leave banks to cover requested leave, as well as for unanticipated emergencies.

2119.8 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.

2119.9 Should a legal holiday fall within an employee's scheduled personal leave period, no personal leave time will be charged for the holiday.

2119.10 An employee must notify his/her immediate supervisor as early as reasonably possible and no later than starting time on the first day that the employee is unable to report to work because of illness. Employees on rotating shift work must notify their immediate supervisor no later than fifteen (15) minutes before shift starting time on the first day that the employee is unable to work because of illness and any subsequent days of unscheduled absence. The employee will furnish adequate explanation of his/her absence when requested by the supervisor and notify the supervisor of the approximate amount of time that the employee will be absent. Unscheduled absences are subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing unscheduled personal 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 or performing any and all duties required of the employee's classification. This examination will be conducted on the **Employer's** time and at the **Employer's** expense. On the date of the examination, the employee will not be required to report to his/her regular duty assignment. If the examination takes longer than a normal duty day, the employee will be paid one and one-half (1-1/2) times his/her straight-time rate of pay for all hours in excess of the normal duty day.

2119.11 Upon retirement (including vesting under the pension law) of an employee, the employee shall be paid for all unused accrued personal leave on a day-for-day basis.

2119.12 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 a day-for-day basis.

ARTICLE 220: MILITARY LEAVE

- 220.1** Leaves of absence and re-employment rights of employees inducted into the military service shall be as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994, and Section 115.07, Florida Statutes. Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend military training periods for active or inactive duty, shall be allowed not more than ~~seventeen (17) working days~~ 240 working hours annually for this purpose; shall not have this time deducted from annual leave; and shall in no other way suffer loss of privileges or compensation as a result of such leave. Employees requesting military leave are responsible for notifying their supervisors as soon as possible of the dates for such training periods and for providing an official set of orders
- 220.2** Employees who are members of the reserve components mentioned above and who are required to attend regularly-scheduled training throughout the year in excess of the allowable ~~seventeen (17) working days~~ 240 working hours per year when they are scheduled to be on duty must apply for leave to attend these military training assemblies. Such leave will be without pay unless the employee takes vacation or other paid leave to which he/she is entitled. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their work schedules so that an appropriate substitute may be scheduled or other arrangements made. Official orders shall accompany requests for leave. The annual period for purposes of this Article shall be October 1 through September 30.
- 220.3** Employees who are members of the reserve components mentioned above and who are required to attend regularly-scheduled training assemblies throughout the year may, upon due notice and request, apply for vacation leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedule.

ARTICLE 231: FUNERAL LEAVE

231.1 When Funeral Leave May Be Requested

A. Immediate Family

At the time of the death of a member of an employee's immediate family, the Employer may authorize the employee to take funeral leave for up to a maximum of five (5) working days (not to exceed 40 hours) without loss of pay.

B. Co-Worker

Employees may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker, active or retired, from the same activity, unless operational needs dictate that the employee must be present at work.

231.2 Definition of "Immediate Family"

For purposes of this Article, "immediate family" is defined as an employee's

"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.	

231.3 Provisions Governing Funeral Leave Authorization

The **Employer** will not unreasonably deny a request for funeral 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 funeral 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 funeral leave to be authorized in each situation, the **Employer** will take into consideration such factors as
 - (a)** distance to the funeral location,
 - (b)** relationship of the employee to the deceased, and
 - (c)** 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 a reasonable period of accrued sick leave, personal leave, or retirement leave. The employee may decide which of the leave accounts should be charged for the additional funeral leave where authorized.

ARTICLE 24: JURY AND WITNESS DUTY

~~24.1~~ Any employee who is required to perform jury service during his/her normal working hours shall be paid his/her regular salary. The employee summoned as a juror shall immediately notify his/her supervisor by furnishing a copy of his/her summons. Any shift employee who is required to perform jury service will be temporarily assigned to the day shift. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the workday. An employee who is released from jury duty prior to four (4) hours from the end of the workday shall be required to report to his/her work site within one and one-half (1-1/2) hours after his/her release.

~~24.2 A.~~ Any employee who, as a result of his/her City duties, is called to testify on behalf of the City in a civil judicial matter while off duty shall be entitled to compensation for all hours on such special duty. Any employee who is subpoenaed to testify during his/her normal working hours in a civil judicial matter unrelated to his/her City duties shall, at the option of the employee, be allowed to use accumulated paid leave or be placed on leave without pay during that time.

~~B.~~ Any employee who is subpoenaed to provide testimony in a criminal case during his/her normal working hours shall be paid his/her regular wages during that time.

ARTICLE 252: COMPREHENSIVE DRUG/ALCOHOL 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.

252.1 Definitions

- A.** "Alcohol abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or 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 drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- D.** Department of Health and Human Services (DHHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs means those guidelines as printed in the April 11, 1988 Federal Register (53 FR 11970), as they may be amended from time to time.
- E.** "Reasonable suspicion" is a suspicion which is based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted.
- F.** "Vehicle" is an automobile, truck or other type of motorized equipment.

252.2 The **Employer** may require an employee to submit to drug and/or alcohol testing under any of the following seven (7) circumstances:

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

of 1991 (OTETA).

- C. When an employee is promoted.
- D. When two managerial or supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her co-workers, or the public. (See specific procedures outlined in Article 252.3)
- E. When an employee is involved in an accident resulting in personal injury or property damage to City property, or a lost time accident. Testing under this paragraph shall be done in accordance with procedures set forth in Article 252.4.
- 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, has tested positive for the presence of alcohol or illegal drugs, or has completed initial rehabilitation for a problem with alcohol or illegal drugs, whichever is later.
- G. As part of a Random Drug and Alcohol Testing Program applicable to employees in safety-sensitive positions. The parties agree that all current positions within this bargaining unit are designated as "safety-sensitive."

252.3 Testing Procedures - Reasonable Suspicion

- A. Whenever two managerial or supervisory employees concur that there is reasonable suspicion, and an employee has been required to submit to examination and/or testing as a result of that reasonable suspicion the managerial or supervisory employees shall summarize in writing, on a form provided by the **Employer**, the basis for the reasonable suspicion.
- B. The summary shall be prepared at or before the time that a decision is made to require an examination and/or testing.
- C. In the event that the employee or the **Union** files a grievance related to the test, the **Employer** will provide a copy of the summary to the **Union** when properly authorized by the employee, upon the request of the **Union**. The **Employer** is not required to provide a copy of the summary to the **Union** before requiring an employee to submit to examination and/or testing. However, when properly authorized by the employee, the **Employer** will make a reasonable effort to provide a copy of the summary to the **Union** **On File**

requiring an employee to submit to an examination and/or testing.

- D. The employee shall be informed by management that he/she has a right to confer with his/her **Union** representative prior to administration of the exam. In addition, the **Employer** will make a reasonable effort to contact a **Union** representative before the employee is taken to the examination testing facility, if requested by the employee. However, nothing in this section shall require the **Employer** to wait longer than one hour before taking an employee to an examination testing facility.
- E. As required by the Federal Highway Administration, Department of Transportation, Omnibus Transportation Employee Testing Act of 1991 (OTETA).

252.4 Testing Procedures-Accidents Involving Personal Injury/Property Damage

- A. When an employee is involved in an accident, urine specimens will be collected from all employees involved in the accident and stored for future testing. Urine specimens will be collected on the date of the accident or within twenty-four (24) hours of the point in time the **Employer** learns about the accident. If the accident/damage investigation team reveals that employee negligence was a cause, the specimen(s) of the negligent employees will be tested. All specimens not tested will be destroyed within ten (10) days of the accident/damage investigation team's report or within twenty (20) days of the accident, if no investigation has been conducted. The accident investigation team shall include a **Union** member. Employees involved in incidents shall not be subject to testing under this provision. "Incident" is defined as a minor event or occurrence.
- B. The employee shall be informed by the manager/supervisor that he/she is required to submit to alcohol/drug testing in connection with his/her accident as provided above, and that he/she has the right to **Union** representation prior to the administration of the test. If requested by the employee, the manager/supervisor will make a reasonable attempt to contact the **Union** steward of the area to which the employee is assigned.
- C. Appropriate forms shall be completed (Workers' Compensation Injury Report and/or incident report if property or vehicle damage). The employee shall sign the Medical/Alcohol Abuse Testing Form.
- D. In the case of a minor injury, the employee will be transported to any medical facility for treatment and alcohol/drug testing with which the City has established protocol chain of custody procedures. The manager/supervisor shall remain with the employee until he/she is released with the doctor's

recommendation as to whether or not the employee can return to work.

- E. In the case of a serious injury, the employee will be transported to the nearest approved Workers' Compensation medical facility for treatment. If this facility has not been contracted by the City of Jacksonville to perform alcohol/drug testing, arrangements will be made to transfer the sample for alcohol/drug testing to the city's contracted medical facility or laboratory for processing in accordance with established chain of custody procedures.
- F. As required by the Federal Highway Administration, Department of Transportation, Omnibus Transportation Employee Testing Act of 1991 (OTETA).

252.5 General Testing Requirements

- A. When an employee is required to provide blood, or urine specimens for these testing procedures, the specimen will be divided into two (2) samples at the time of collection by the testing laboratory in order to facilitate the testing procedures described in this section.
- B.
 - (1) The percent, by weight, of alcohol in the blood shall be based upon grams of alcohol per 100 milliliters of blood.
 - (2) If at the time such tests are performed, there is 0.051 percent or more by weight of alcohol in the employee's blood that shall be prima facie evidence that the employee is under the influence of alcohol to the extent that his/her ability to perform his/her job has been impaired. Employees with a confirmation test of 0.051 alcohol concentration or greater, confirmed by a Medical Review Officer (MRO) will result in the employee's immediate suspension and termination from City employment.
 - (3) If at the time such tests are performed, there is 0.02 percent or greater, but less than 0.05 percent by weight of alcohol in the employee's blood, such fact shall give rise to any presumption that the employee was under the influence of alcohol to the extent that he/she will be removed from performing safety-sensitive functions for at least twenty-four (24) hours. The employee will be referred to a Substance Abuse Professional (SAP) for evaluation and at the discretion of the SAP may be put on a one-year follow-up testing program. The employee may be permitted to take annual leave if non-safety-sensitive functions are not available. During the one-year follow-up testing program, a 0.02 or greater alcohol concentration will result in termination of

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employment. In addition, the City will take disciplinary action in accordance with the appropriate disciplinary guidelines. The employee must be given a return-to-duty test after twenty-four (24) hours and prior to returning to safety-sensitive functions. If the employee tests 0.02 or greater on the return-to-duty alcohol testing or on the one-year follow-up testing, the employee will be terminated from City employment.

- (4) The foregoing provisions of this subsection shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether the employee is under the influence of alcohol to the extent that his/her normal faculties have been impaired.
- C. For illegal drugs, the threshold level or cut-off limit shall be established in accordance with Department of Health and Human Service (DHHS) Mandatory Guidelines For Federal Workplace Drug Testing Programs (DHHS Guidelines), and/or OTETA or in accordance with generally accepted medical procedures where such limits have not been established by the DHHS Guidelines or OTETA.
- D. In testing for the presence of alcohol, the **Employer** will use either a generally accepted blood test procedure which produces quantitative results showing the amount of alcohol present in the blood, or a generally accepted breath analysis procedure using breath analysis equipment that conforms to Department of Health and Human Service (DHHS) Mandatory Guidelines For Federal Workplace Drug Testing Programs (DHHS Guidelines), and/or OTETA and to any applicable state statutes. Alcohol will be confirmed using gas chromatography (GC).
- E. In testing for the presence of illegal drugs, the **Employer** shall adopt the following procedures to the extent that they are not inconsistent with the DHHS Guidelines:
- (1) The **Employer** shall submit the first of the samples to an immunochemical assay, radio-immunoassay or currently acceptable test under DHHS Guidelines. 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 252.5(e)1 are positive, the **Employer** will submit the same sample for further testing using the gas chromatography, thin layer chromatography, or 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

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has been confirmed as provided for in this section.

- F. If the results of the alcohol confirmation test provided for in Section 25.5(d) are positive, or the results of the second test for illegal drugs that is provided for in Section 262.5(e)(2) are positive, the **Employer** shall promptly notify the employee of the results. At that time, the employee may elect to have the second sample subjected to further testing. If the results of the tests on the second sample are positive, or if the employee does not request testing of the second sample, the **Employer** may take corrective and rehabilitative action as provided for in this Article, and/or disciplinary action where appropriate.
- G. Whenever testing is performed under the auspices of the Omnibus Transportation Employee Testing Act of 1991, the federal protocol must be followed.

252.6 Rehabilitative/Corrective Action

- A. The **Employer** may require an employee who has tested positive for the presence of alcohol and/or illegal drugs to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This section shall not be construed to limit the **Employer's** right to take appropriate disciplinary action when an employee tests positive for the presence of alcohol and/or illegal drugs.
- B. Any employee who refuses to submit to alcohol and/or substance abuse testing as required by this Article, shall be subject to discipline, up to and including discharge from employment.

252.7 A. The **Employer** will pay the cost of any physical examination and tests performed pursuant to this Article. This shall not include the cost of any documentation.

- B. Physical examinations and/or blood/breath/urine 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. Physical examinations and tests will be performed by medical personnel selected by the **Employer**. The **Employer** will provide the **Union** with an opportunity to comment on the medical personnel proposed by the **Employer** prior to their selection.

- D. An employee who is required by this Article to take a physical examination or blood/breath/urine test shall be required to sign an authorization releasing the records of such examinations and tests to those City officials whose job requires direct access to such information. Disclosure of test results to any other person, agency or organization is prohibited unless written authorization has been obtained from the employee.
- E. The **Employer** will, to the extent permitted by law, endeavor to keep the results of any testing required by this Article confidential. Furthermore, any positive test results which the **Employer** later determines to have been refuted shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

252.8 Prior Notice of Testing Policy

The **Employer** shall provide written notice of its drug and alcohol testing policy to all employees and job applicants. The lack of such notification shall not affect the validity of any testing that otherwise complies with the requirements of this Article. This notice shall contain the following information:

- A. The need for drug and alcohol testing;
- B. The circumstances when testing may be required;
- C. The procedures for confirming an initial positive drug test result;
- D. The consequences of a confirmed positive test result;
- E. The consequences of refusing to undergo a drug and/or alcohol test;
- F. The right to explain a positive test result and the appeal procedures available; and
- G. The availability of Employee Assistance Program (EAP) counseling and referral services.

252.9 Reasonable Suspicion

Any employee who has reasonable suspicion that another employee (including any supervisory or managerial employee) is using, under the influence of, or in possession of alcohol or illegal drugs while on duty, shall report that suspicion to the suspected employee's department head or designee. The reporting employee's identity shall (to the extent permitted by law) be disclosed only on a "need to know" basis, and any employee

who has made such a report based upon reasonable suspicion shall be protected from reprisal.

ARTICLE 263: DISCHARGE AND DISCIPLINE

- 263.1** Employees shall not be discharged, suspended, or otherwise disciplined except for proper and just cause, and in no event until they have been furnished with a written statement of the specific charges and the reason(s) for such action, except as provided for in Rule 9.05(4) of the City of Jacksonville Civil Service and Personnel Rules and Regulations.
- 263.2** The procedure for dismissals, demotions, and suspensions shall be as outlined in the Civil Service and Personnel Rules and Regulations. In the event an employee covered by this Agreement elects to follow the provisions contained in the grievance procedure of this Agreement, such employee waives any and all rights contained in the Charter of the City of Jacksonville and those rules adopted within the City of Jacksonville Civil Service and Personnel Rules and Regulations.
- 263.3** Employees shall have the right to review their personnel files upon request. The employee shall have the opportunity to submit a written statement responding to a reprimand, which will be entered in his/her file attached to the reprimand. If an employee feels that any correspondence written about him/her is unjustified, he/she shall have the right to use the Grievance Procedure as outlined in this Agreement. The affected employee shall receive a copy of any and all disciplinary or detrimental documents placed within his/her personnel file. The employee shall receive a copy of any notes of oral counseling/oral reprimand made by the employee's supervisor regarding the employee.
- 263.4** The issuance of oral or written reprimands shall be for the purpose of counseling and/or disciplining the employee. The supervisor who orally reprimands the employee shall discuss the problem directly with the employee. The supervisor will advise the employee of his/her right to representation by a steward of the employee's own choosing from stewards available at the work site. Either the supervisor or the employee may request that the designated **union** steward be present during this counseling. A copy of all documentation of an oral reprimand shall be placed in the employee's personnel file.
- 263.5** An employee shall not be required to sign documents, including discipline, and acknowledgment of rules or policies against his/her will. In situations where an employee declines to sign a document when requested, the **Employer** may note the employee's refusal, and may document via witnesses that the document was presented to the employee. An employee shall not be disciplined solely for declining to sign a document when requested.

- 263.6** After a disciplinary or detrimental document has been on file in the employee's personnel file for a period of twenty-four (24) months, that document shall not be used in any adverse way against the employee. At the employee's request, the document shall be removed from the personnel file of the employee after the twenty-four (24) month period, and shall be placed in a sealed envelope marked "confidential." When an agency head or designee, the City Chief of Human Resources, 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.
- 263.7** All breaches of discipline shall be fully investigated in a thoroughly impartial manner before punishment is administered or recommended to the appointing authority. Disciplinary matters shall be handled as expeditiously as possible. The **Employer** will notify an employee that it has begun an investigation that may result in discipline. The notification will advise the employee that the investigation will conclude within sixty (60) days, unless the employee is notified that an extension is necessary. The **Union** will receive a copy of all such notifications.
- 263.8** The **Employer** agrees to notify the **Union** of any proposed disciplinary actions by the Civil Service Board against any employee within the bargaining unit, by mailing a copy of the notice of proposed disciplinary action to the **Union** at or about the same time said notice is transmitted to the affected employee.
- 263.9** Subject to the provisions of Article 274, any employee shall have the right to either grieve a disciplinary action pursuant to the grievance procedure of this Agreement, or to appeal the decision to the Civil Service Board except that appealing 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.

ARTICLE 274: GRIEVANCE PROCEDURE

274.1 A grievance means a dispute concerning the interpretation or application of a specific term or provision of this Agreement. Any grievance filed shall refer to the provision(s) alleged to have been violated, and shall set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in this Article, except as otherwise provided.

274.2 Rules for Grievance Processing:

- A. The aggrieved employee must bring forth the grievance as soon as he/she knows or should have known about the act or condition on which the grievance is based.
- B. Receipt of a written grievance shall be acknowledged in writing, including the date it was received.
- C. A written grievance must include the following information in the designated space on the grievance form provided by the **Employer**:

Information Required in Written Grievance	
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 or correction requested.
4	The date the grievance was filed.
5	The signature of the aggrieved employee. Grievances filed by the Union affecting two (2) or more employees shall be signed by the designated steward or other appropriate Union representative, and shall follow the procedures set forth in this Article.

D. Time Limits

- (1) If a grievance is not advanced to the next higher step within the time limit provided, the grievance shall be deemed resolved on the basis the latest decision issued by the Employer.
- (2) 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.
- (3) The parties may agree to extend time limits at any step of the grievance procedure.

E. Resolution

- (1) Settlement of a grievance may not be made retroactive to a date any earlier than the effective date of this Agreement.
- (2) Grievance decisions concerning disciplinary action shall not constitute a precedent for any purpose. Step IV grievance decisions shall constitute a precedent insofar as they concern interpretation or application of the terms of this Agreement.

274.3 Grievance Procedure**A. Step I**

Level: The aggrieved employee shall present his/her grievance in writing to his/her area manager/superintendent unless the decision being grieved was made at a higher level, in which case the grievance will be filed at the level at which the decision was made.

Time for Filing: Within twenty (20) calendar days after he/she has knowledge of the grievance.

Process: The City representative shall conduct a meeting with the aggrieved employee within ten (10) calendar days of receipt of the grievance. Discussions will be informal for the purpose of prompt and equitable resolution of differences.

Decision: The City representative shall reach a decision and communicate it orally or in writing to the aggrieved employee within ten (10) calendar days from the date the grievance meeting was conducted.

B. Step II

Level: If the grievance is not settled at Step I, the aggrieved employee shall present it in writing to his/her division chief.

Time for Filing: Within ten (10) calendar days of receipt of the decision at Step One or the date it was due.

Process: The division chief shall obtain the facts concerning the alleged grievance, and shall within ten (10) calendar days of receipt of the written grievance conduct a meeting with the aggrieved employee. Either the division chief or the employee may request that the grievant's representative be present. Discussions will be informal for the purpose of prompt and equitable resolution of differences.

Decision: The division chief shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) calendar days from the date the grievance meeting was conducted.

C. Step III

Level: If the grievance is not settled at Step II, the aggrieved employee shall, present it to the department head.

Time for Filing: Within ten (10) calendar days of receipt of the decision at Step Two or the date it was due.

Process: The department head, or his/her designee, shall obtain the facts concerning the grievance and shall conduct a meeting with the aggrieved employee and his/her representative, if requested. At his/her request, the aggrieved employee may be accompanied at this meeting by his/her **Union** steward.

Decision: The department head, or designee, shall notify the aggrieved employee of his/her decision in writing, with a copy to the **Union**, within ten (10) calendar days from the date the grievance meeting was conducted.

D. Step IV

Level: If the grievance is not settled at Step III, the aggrieved employee shall, forward the written grievance to the Chief Labor Relations Officer.

Time for Filing: Within ten (10) calendar days of receipt of the decision at Step Three or the date it was due.

Process: The Chief Labor Relations Officer, or his/her designee, shall meet with the aggrieved employee and/or his/her designated representative within ten (10) calendar days after receipt of the grievance.

Decision: The Chief Labor Relations Officer, or his/her designee, shall furnish a copy of his/her decision in writing to the aggrieved employee, with a copy to the **Union**, within fifteen (15) calendar days after the meeting.

274.4 Arbitration**A. Initiation of Arbitration**

- (1) If the grievance is not settled in accordance with the provisions of Section 274.3, the aggrieved employee, and/or the **Union**, may serve the Chief Labor Relations Officer with a written Notice of Intent to Arbitrate, together with a written statement of the facts and the specific provision(s) of this Agreement at issue, no later than thirty (30) calendar days after receipt of the **Employer's** response at Step IV, or the date it was due. If the Notice of Intent to Arbitrate is not filed within such thirty (30) calendar days, the **Employer's** Step IV answer shall be final and binding upon the aggrieved employee and the **Union**.

- (2) It is specifically and expressly understood that appealing 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 aggrieved employee or the **Union**, may propose the names of two (2) arbitrators, either of whom is acceptable to the initiating party. If the parties do not mutually agree upon the selection of one (1) of the persons listed, or of some other person qualified to arbitrate, the parties will select an arbitrator as follows:
 - (a) The initiating party will request a panel of five (5) arbitrators from either the American Arbitration Association (A.A.A.) or the Federal Mediation and Conciliation Service (FMCS) to be provided within thirty (30) days of the request.
 - (b) After the panel has been received from the A.A.A. or the FMCS, the representative of the **Union** or the employee, and the **Employer** shall meet and alternately strike names until one (1) name remains. The party requesting arbitration shall strike the first name. The last name remaining shall be selected.
 - (c) Notwithstanding the provisions of this section, an arbitrator may be mutually selected by the parties by a mutually-agreeable means other than the methods specified in Section 274.3(a)(2).

B. Hearings and Decisions

- (1) After the A.A.A. or FMCS has been notified of the selection of the arbitrator, and contact has been made with the arbitrator, the date for the arbitration hearing will be set within thirty (30) calendar days from the date the arbitrator is notified of his/her selection. This date may be extended by mutual agreement of the parties.
- (2) All testimony given at the arbitration hearing shall 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 issues(s) submitted to him/her in writing by the parties and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- (4) The arbitrator shall base his/her decision exclusively on the testimony and documentary evidence submitted by the parties as part of the hearing, and his/her conclusions based on that evidence.
- (5) The arbitrator's authority is limited strictly to the application and interpretation of the provisions of this Agreement, and he/she shall not have authority or power to make any decision that is contrary to, inconsistent with, or which modifies in any way the terms of this Agreement. Furthermore, the arbitrator may not usurp any authority or responsibility of the City as provided by Chapter 447 Florida Statutes, or the Charter of the City of Jacksonville, unless specifically provided for by this Agreement.
- (6) Where the arbitrator finds that the aggrieved employee in a disciplinary case committed the infraction for which he/she was charged, the arbitrator shall have no authority to reduce or amend the penalty imposed by the Employer.
- (7) At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) days after the hearing is concluded, or receipt of briefs, to render his/her decision and findings of fact.
- (8) The arbitrator's decision shall be final and binding on all parties if made in accordance with his/her jurisdiction and authority under this Agreement.

C Costs

- (1) The arbitrator's fees and expenses shall be shared equally by the parties involved in the arbitration proceedings.
- (2) An employee who acts independently of and in disregard of the position of the **Union** in matters relating to arbitration, shall pay for his/her share of the arbitrator's costs and expense.
- (3) A party requesting a transcript of the hearing shall pay for it.

ARTICLE 285: 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 296: LIMITED EMERGENCY

296.1 In the event of the official declaration of an emergency:

- A. ~~Employees designated as nonessential 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.~~

When possible in situations where there is advance notice of an impending emergency, the **Employer** may authorize employees to take reasonable time, as determined by the **Employer**, to return home to secure their homes and property and arrange for the safety of their families. Employees will not be charged leave for any such authorized preparation time taken. Following such preparation time, employees must report to work during the emergency.

- B. ~~Employees designated essential to the operation, who reported to work shall be paid at the straight time rate for all hours actually worked in accordance with Article 10. Hours worked in excess of forty (40) in the week will be paid at the time-and-one-half rate, or other premium rate as may be applicable under Article 109.~~

In addition, employees ~~designated~~ essential to the operation who reported to work shall be granted straight time compensatory time for the same number of hours given to non-essential employees as administrative leave.

- C. 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.

296.2 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.

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

ARTICLE ~~30~~27: ENTIRE AGREEMENT

~~30~~27.1 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 understanding 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**, for the duration of this Agreement, each voluntarily and unqualifiedly waives 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.

~~30~~27.2 Except as provided elsewhere, this Agreement shall be effective from October 1, 2006~~9~~ until September 30, 2009~~12~~.

APPENDIX A OCCUPATIONAL DESCRIPTIONS

CLASS CODE	CLASS TITLE	PAY GRADE
U0179	SOLID WASTE LITTER WORKER	1702
Z0316	PUBLIC WORKS HELPER	1703
<u>U0300</u>	<u>MAINTENANCE HELPER</u>	<u>1703</u>
U0181	SOLID WASTE WORKER I	1703
U0004	PUBLIC WORKS WORKER	1705
<u>U0301</u>	<u>MAINTENANCE WORKER I</u>	<u>1705</u>
U0182	SOLID WASTE WORKER II	1705
U0183	SOLID WASTE TRUCK DRIVER	1707
<u>U0302</u>	<u>MAINTENANCE WORKER II</u>	<u>1707</u>
U0061	PUBLIC WORKS SPECIALIST	1708
U0303	MAINTENANCE WORKER CREW LEADER	1708
U0178	RECOVERY & RECYCLING TECHNICIAN	1708
<u>U0304</u>	<u>LIGHT EQUIPMENT MAINTENANCE TECHNICIAN</u>	<u>1709</u>
Z0208	PUBLIC WORKS EQUIPMENT MAINTENANCE TECHNICIAN	1709
Z0232	PUBLIC WORKS EQUIPMENT OPERATOR	1710
<u>U0305</u>	<u>HEAVY EQUIPMENT OPERATOR</u>	<u>1710</u>
U0185	SOLID WASTE EQUIPMENT OPERATOR	1710

APPENDIX B		
LIUNA SALARY SCHEDULE		
October 1, 2006		
PAY GRADE	START RATE	MAXIMUM RATE
1702	\$1,342.12	\$2,039.32
1703	\$1,690.99	\$2,569.34
1704	\$1,759.40	\$2,673.22
1705	\$1,834.66	\$2,787.56
1706	\$1,916.70	\$2,912.38
1707	\$2,012.50	\$3,057.79
1708	\$2,128.72	\$3,234.54
1709	\$2,258.72	\$3,432.02
1710	\$2,402.33	\$3,650.26
1711	\$2,573.34	\$3,910.02
1712	\$2,771.69	\$4,211.43
1713	\$2,997.37	\$4,554.44

LIUNA SALARY SCHEDULE		
October 1, 2007		
PAY GRADE	START RATE	MAXIMUM RATE
1702	\$1,355.54	\$2,110.70
1703	\$1,707.91	\$2,659.26
1704	\$1,777.00	\$2,766.78
1705	\$1,853.00	\$2,885.13
1706	\$1,935.87	\$3,014.32
1707	\$2,032.63	\$3,164.81
1708	\$2,150.01	\$3,347.74
1709	\$2,281.31	\$3,552.14
1710	\$2,426.35	\$3,778.03
1711	\$2,599.08	\$4,046.87
1712	\$2,799.40	\$4,358.83
1713	\$3,027.34	\$4,713.83

LIUNA SALARY SCHEDULE		
October 1, 2008		
PAY GRADE	START RATE	MAXIMUM RATE
1702	\$1,369.09	\$2,195.13
1703	\$1,724.98	\$2,765.64
1704	\$1,794.76	\$2,877.45
1705	\$1,871.53	\$3,000.54
1706	\$1,955.23	\$3,134.89
1707	\$2,052.96	\$3,291.39
1708	\$2,171.50	\$3,481.66
1709	\$2,304.12	\$3,694.22
1710	\$2,450.62	\$3,929.15
1711	\$2,625.06	\$4,208.74
1712	\$2,827.40	\$4,533.19
1713	\$3,057.62	\$4,902.39

APPENDIX B**LIUNA SALARY SCHEDULE**
October 1, 2009

<u>PAY GRADE</u>	<u>START RATE</u>	<u>MAXIMUM RATE</u>
<u>1702</u>	<u>\$1,369.09</u>	<u>\$2,195.13</u>
<u>1703</u>	<u>\$1,724.98</u>	<u>\$2,765.64</u>
<u>1704</u>	<u>\$1,794.76</u>	<u>\$2,877.45</u>
<u>1705</u>	<u>\$1,871.53</u>	<u>\$3,000.54</u>
<u>1706</u>	<u>\$1,955.23</u>	<u>\$3,134.89</u>
<u>1707</u>	<u>\$2,052.96</u>	<u>\$3,291.39</u>
<u>1708</u>	<u>\$2,171.50</u>	<u>\$3,481.66</u>
<u>1709</u>	<u>\$2,304.12</u>	<u>\$3,694.22</u>
<u>1710</u>	<u>\$2,450.62</u>	<u>\$3,929.15</u>
<u>1711</u>	<u>\$2,625.06</u>	<u>\$4,208.74</u>
<u>1712</u>	<u>\$2,827.40</u>	<u>\$4,533.19</u>
<u>1713</u>	<u>\$3,057.62</u>	<u>\$4,902.39</u>

LIUNA SALARY SCHEDULE
October 1, 2010

<u>PAY GRADE</u>	<u>START RATE</u>	<u>MAXIMUM RATE</u>
<u>1702</u>	<u>\$1,341.71</u>	<u>\$2,195.13</u>
<u>1703</u>	<u>\$1,690.48</u>	<u>\$2,765.64</u>
<u>1704</u>	<u>\$1,758.86</u>	<u>\$2,877.45</u>
<u>1705</u>	<u>\$1,834.10</u>	<u>\$3,000.54</u>
<u>1706</u>	<u>\$1,916.13</u>	<u>\$3,134.89</u>
<u>1707</u>	<u>\$2,011.90</u>	<u>\$3,291.39</u>
<u>1708</u>	<u>\$2,128.07</u>	<u>\$3,481.66</u>
<u>1709</u>	<u>\$2,258.04</u>	<u>\$3,694.22</u>
<u>1710</u>	<u>\$2,401.61</u>	<u>\$3,929.15</u>
<u>1711</u>	<u>\$2,572.56</u>	<u>\$4,208.74</u>
<u>1712</u>	<u>\$2,770.85</u>	<u>\$4,533.19</u>
<u>1713</u>	<u>\$2,996.47</u>	<u>\$4,902.39</u>

LIUNA SALARY SCHEDULE**October 1, 2011**

<u>PAY GRADE</u>	<u>START RATE</u>	<u>MAXIMUM RATE</u>
<u>1702</u>	<u>\$1,341.71</u>	<u>\$2,195.13</u>
<u>1703</u>	<u>\$1,690.48</u>	<u>\$2,765.64</u>
<u>1704</u>	<u>\$1,758.86</u>	<u>\$2,877.45</u>
<u>1705</u>	<u>\$1,834.10</u>	<u>\$3,000.54</u>
<u>1706</u>	<u>\$1,916.13</u>	<u>\$3,134.89</u>
<u>1707</u>	<u>\$2,011.90</u>	<u>\$3,291.39</u>
<u>1708</u>	<u>\$2,128.07</u>	<u>\$3,481.66</u>
<u>1709</u>	<u>\$2,258.04</u>	<u>\$3,694.22</u>
<u>1710</u>	<u>\$2,401.61</u>	<u>\$3,929.15</u>
<u>1711</u>	<u>\$2,572.56</u>	<u>\$4,208.74</u>
<u>1712</u>	<u>\$2,770.85</u>	<u>\$4,533.19</u>
<u>1713</u>	<u>\$2,996.47</u>	<u>\$4,902.39</u>

APPENDIX DC

ARTICLE DC-1: TEMPORARY EMPLOYEES PREAMBLE

The City of Jacksonville and the Northeast Florida Public Employees' Local 630, LIUNA, set forth herein the agreement reached between the parties regarding employees who are of a temporary nature (hereinafter eligible employees), those being the same employees who were not previously included within this bargaining unit, and who are now entitled to representation pursuant to Order of the Florida Public Employees Relations Commission dated November 16, 2009 ~~July 20, 1993~~, in case number EL-2009-040 ~~UC-93-014~~ and whose job responsibilities would not normally be included within another certified bargaining unit's jurisdiction.

ARTICLE ~~DC~~-2: ARTICLES ADOPTED BY REFERENCE

The current provisions of Article 2 through 7, ~~9~~ 8, ~~11~~ 10, ~~21~~ 19, ~~25~~ 22, ~~27~~ 24, ~~28~~ 25 and ~~30~~ 27 of the Agreement reached between the City of Jacksonville and Northeast Florida Public Employees' Local 630, LIUNA, (the Agreement) are hereby adopted by reference and made a part hereof.

Article	2	SECURITY AND DUES CHECK OFF
Article	3	UNION ACTIVITY
Article	4	BULLETIN BOARDS
Article	5	MANAGEMENT SECURITY
Article	6	SAVINGS CLAUSE
Article	7	MANAGEMENT RIGHTS
Article	<u>9</u> 8	SPECIAL MEETINGS
Article	<u>11</u> 10	TIME AND ATTENDANCE
Article	<u>21</u> 19	PERSONAL LEAVE (PLAN H)
Article	<u>25</u> 22	COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES
Article	<u>27</u> 4	GRIEVANCE PROCEDURE
Article	<u>28</u> 5	SEVERABILITY
Article	<u>30</u> 27	ENTIRE AGREEMENT

ARTICLE ~~DC~~-3: HOURS OF WORK AND OVERTIME PAYMENT

- ~~DC~~-3.1** **A.** The purpose of this article is to define hours of work and computation of overtime. The standard workweek shall consist of seven (7) consecutive twenty-four (24) hour periods, Monday through Sunday. All eligible employees within the bargaining unit shall be placed within one of the schedules which appear below.
- B.** Compensation for overtime will be in the form of cash payment, unless compensatory time is mutually agreed to by the employee and the department head. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act may accrue up to two-hundred-forty (240) hours of compensatory time. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. Accrued compensatory time may be taken at any time when authorized by the appropriate supervisor. Requests for compensatory leave must be submitted in writing at least two (2) weeks in advance for leave of five (5) or more consecutive work days. Requests for compensatory leave of less than five (5) consecutive workdays must be submitted at least twenty-four (24) hours in advance. Scheduling of compensatory leave will be based on seniority and classification within the department for the first request of five (5) days or more.
- C.** When the **Employer** reduces the normal hours of work for twenty-one (21) workdays or longer, the **Union** will be notified at least five (5) days in advance.

~~DC~~ -3.2 **A. Regular Work Schedule**

The regular work schedule shall normally consist of five (5) eight (8) hour days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M. The workweek starting time shall commence when the employee begins work Monday morning. Employees working in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated at double time for the hours worked in excess of sixteen (16). Employees who work in excess of forty (40) hours in any work week for which overtime compensation has not previously been paid will be compensated for the excess hours at time and one-half (1-1/2).

B. Ten Hour Day Work Schedule

The ten hour work day shall normally consist of four (4) consecutive ten (10) hour work days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M. Employees working in excess of sixteen (16) hours in any twenty-four (24) hour period shall be compensated at double time for the hours worked in excess of sixteen (16). Employees who work in excess of forty (40) hours in any workweek for which overtime compensation has not previously been paid, will be compensated for the excess hours at time and one-half.

C. Fluctuating Hours Schedule

- (1) A fluctuating hours schedule may be used by the Solid Waste and Resource Management Department's collection activity, and shall be regulated within the intent of this section.
- (2) The schedule shall consist of four (4) or five (5) workdays, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M., except in the case of an emergency as declared by management. The day's assignment shall be either the employee's normally assigned route or the amount of work that a normal collection crew, working at a normal pace, could accomplish within a normal workday. The day's assignment may also be a supervisor's group task. (Assignment to a supervisor's group task shall be voluntary by the employee.) The employee's normal workday is completed when he/she has completed one day's assignment, as described above.
- (3) Employees who work a fluctuating hours schedule will have hours of work which fluctuate from week to week.
 - (a) Accordingly, the employee will be paid a fixed amount as straight-time pay for all hours worked to complete the day's assignment during the work week.
 - (b) Hours worked in excess of forty (40) in any workweek shall be considered overtime.
 - (c) The employee's overtime compensation shall total one-and-one-half (1-1/2) times the employee's regular rate of pay, as defined in Section ~~DC~~-3.2(C)(4)(a) for all hours worked in excess of forty (40) .
- (4) The **Employer** will calculate overtime compensation as follows:

- (a) The employee's **regular rate of pay** for each work week will be calculated by dividing the employee's fixed salary amount by the number of hours the employee worked during that week.
 - (b) The number of hours worked in excess of forty (40) will be multiplied by one-and-one-half the employee's regular rate of pay as calculated in Section ~~DC-~~3.2(C)(4)(a) to determine the amount of overtime compensation due to the employee.
- (5) Except as provided below, employees who have completed their day's assignment, and are assigned to other duties or to another task, shall be compensated at time and one-half, based upon a standard forty (40) hour workweek, for any additional hours worked that day. Management's assignment of employees to another task at the completion of their day's assignment shall be guided by the following:
 - (a) Any employee who works a complete additional day's assignment shall be compensated for an additional day's pay, regardless of the number of hours necessary to complete the additional day's assignment.
 - (b) Any employee who works less than a complete additional day's assignment shall be compensated for the number of additional hours worked, not to exceed that ratio of hours which the portion of the day's assignment worked bears to the number of hours normally required to complete the full day's assignment. Provided however, any employee who works three-quarters (3/4) or more of an additional route on a holiday shall get paid full route pay for the additional assignment.
 - (c) Employees who are slow to complete their own day's assignment will be required to complete their own assignment regardless of the number of hours necessary to do so, except in case of emergency as determined by management. Emergencies shall include, but not be limited to, anything which would impede normal collection activities such as insufficient staff on a holiday or the necessity to complete collection before dark.

- (d) Employees will not normally be assigned to assist other employees to complete their day's assignment in case of vehicle breakdown, unless the vehicle remains out of service for at least two (2) hours. Management will attempt to provide an employee experiencing a vehicle breakdown with another vehicle before assigning other employees to assist with that employee's day assignment.
- (e) Management's assignment of employees to additional day's assignments, or any part thereof, shall be equalized to the extent feasible. Volunteers will be given first consideration. Thereafter, management will assign employees in rotation. Each supervisor will prepare and post a rotation list of the employees on his crew, and will assign additional work, when required, by reference to this list. However, in the absence of sufficient volunteers or adequate response to rotation, management may require any employee to perform additional work.

D. Daily Schedule

The Solid Waste Division's Collection Activity may assign employees to work a daily schedule which shall be regulated as follows:

- (1) Employees assigned to a daily schedule will be paid for work performed on a "per day" basis, as allowed by 29 CFR 778.112.
- (2) The daily schedule shall consist of five (5) work days, Monday through Friday, between the hours of 6:00 A.M. and 6:00 P.M., except in the case of an emergency as declared by management.
- (3) Each day's assignment shall be either the employee's normally-assigned route, or the amount of work that a normal collection crew, working at a normal pace, could accomplish within a normal work day. The employee's workday shall end when the employee has completed one day's assignment, as described herein.
- (4) Employees who work a daily schedule will have hours of work that will vary on a daily basis. As provided for in 29 CFR 778.112, the employee will be paid a fixed amount of straight-time pay for each day or partial day worked to complete the day's assignment. Because each week's pay is dependent upon both the number of days worked, and the number of

hours (if any) worked in excess of 40, an employee's total compensation may vary from week to week.

- (a) Hours worked in excess of forty (40) in any workweek shall be considered overtime.
 - (b) The employee's overtime compensation shall total one- and-one-half (1/2) times the employee's regular rate of pay (as calculated in subsection (4) for all hours worked in excess of forty (40) in that workweek.
- (5) The **Employer** will calculate overtime compensation as follows:
- (a) Regular Rate of Pay - The employee's regular rate of pay for each work week will be calculated by multiplying the number of days worked, by the employee's daily rate to arrive at the weekly total pay, and then dividing the employee's weekly total pay by the total number of hours the employee worked during that week.
 - (b) The number of hours worked in excess of forty (40) will be multiplied by one-and-one-half the employee's regular rate of pay for that week to determine the amount of overtime due to the employee.
- (6) This agreement between the parties shall constitute a written contract within the meaning of Chapter 448.01 F.S., between the employees in this bargaining unit, and the Employer, the City of Jacksonville, that except as provided in the Agreement, employees shall have no expectation of additional pay for hours worked in excess of ten (10) in any day.

E. **Odd Work Week Schedule**

In those activities requiring work schedules other than the regular work schedule, the eight hour rotating shift schedule, the ten hour day work schedule, the fluctuating hours schedule, or the twelve hour rotating shift schedule, the work schedule shall begin on any day of the week. No employee assigned to this odd work week shall be required to work any hours in excess of sixteen (16) in any twenty-four hour period. The twenty-four (24) hour period constitutes twenty-four (24) hours from the beginning of the employee's usual shift. Overtime compensation at time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in any work week for which overtime compensation has not previously been

paid.

- DC -3.3** The work and rest days of employees shall be scheduled consecutively where possible. Final approval of all work schedules shall be at the sole discretion of management, provided that nothing in this section shall supersede any other article of this Agreement.
- DC -3.4** Vacation leave, holiday leave, paid sick leave, annual military training leave and leave while on active payroll due to an on-the-job injury shall be construed as time worked for the purpose of overtime computation.
- DC -3.5** An employee who is scheduled to report for overtime work shall receive a minimum payment of two (2) hours at one and one-half (1-1/2) times his/her regular rate of pay.
- DC -3.6** No employee may authorize overtime for himself. Overtime may only be authorized by his/her supervisor.
- DC -3.7** All employees shall be given at least a half-hour lunch break which will be his/her own time. If the employee is required to work his/her lunch break, he/she shall be compensated at the appropriate rate.
- DC -3.8** An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period or (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into the employee's basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be in accordance with the applicable overtime rate. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked, commencing from the time he/she reports back to work and ending when he/she is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining overtime.

ARTICLE ~~DC~~ -4: WAGES

~~DC~~ -4.1 Eligible employees shall be compensated at the rate determined by their department head. Temporary employees shall not receive merit increases or longevity benefits.

There are no temporary employees currently employed at the city, either Streets & Drainage or Solid Waste, As such, no general wage rate ~~increases~~ decreases or performance-based ~~increases~~ adjustments are applicable for 10/1/2006~~9~~.

Wage rate ~~increases~~ decreases scheduled for ~~10/1/2007 and 10/1/2008~~10 will apply to any temporary employees who may be employed at that time.

~~DC~~.4-2 **General Wages Increases:**

~~Effective October 1, 2007 — 2.25%~~

~~Effective October 1, 2008 — 2.25%~~

0.00 % effective October 1, 2009.

2.00 % reduction effective October 1, 2010.

2.00 % increase effective September 30, 2012, provided that negotiations for a successor agreement are concluded, or the parties reach impasse no later than July 1, 2012. The parties agree to commence good faith negotiations no later than January 1, 2012. The parties further agree that bargaining sessions shall be conducted at least every two weeks, unless the parties agree to an alternate negotiation schedule.

~~DC~~ -4.3 **Performance based Increases**

~~Temporary employees are eligible for the October 1, 2007 and October 1, 2008 performance based increase on the same basis as described in Article 13.1(c) of the Agreement.~~

~~DC~~ -4.43 **Incentive Program**

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

ARTICLE DC -5: EMPLOYEE BENEFITS

- DC -5.1** **A.** Upon the death of an eligible employee, all accrued and unused, unpaid overtime, vacation leave, and other terminal leave benefits (other than life insurance proceeds for which a beneficiary has been designated), shall be paid within forty-five (45) days to the employee's designated beneficiary of the terminal leave benefits. The **Employer** will provide a form that employees may use to designate the beneficiary of the employee's terminal leave benefits.
- B.** When an employee fails to designate a beneficiary of his/her terminal leave benefits, the **Employer** shall pay the terminal leave benefits provided for in Section 14.1(a) as follows:

In these Circumstances	Benefits Will Be Paid To:
	the employee's surviving spouse
In the event the employee leaves no surviving spouse	the employee's children in equal shares, as follows:
	Children over the age of 18 who are known to the Employer Legal guardian or representative of each of the employee's children under the age of 18 who are known to the Employer ;
If the employee has no surviving spouse or children known to the Employer	the surviving parent(s) of the employee, in equal shares.
If the employee has no surviving spouse or children known to the Employer	to the employee's estate

DC -5.2 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.

DC -5.3 The **Employer** shall, at no expense to the employee, provide two thousand (\$2,000.00) term life insurance for all eligible employees at no cost to the employee. It shall further provide for the employee, at his/her option to purchase group term life at the expense of the employee, under the same policy for one, two, or three times annual salary, with a double indemnity clause for accidental death and dismemberment subject to the approval of the **Employers'** insurance carrier. Benefits may be reduced at age seventy (70), to sixty-five percent (65%) of benefits under the policy.

DC -5.4 The **Union** may elect to establish and administer a group prepaid legal plan for its members. If it elects to do so, the **Union** will be responsible for obtaining the approval of the Florida Bar and the **Employer** before implementing the plan. The **Employer** shall not unreasonably deny its approval of the plan.

The **Employer** will pay a premium, for employees who have completed ninety (90) days of service, for the group prepaid legal plan pursuant to Article 143.6(B) of this Agreement.

C-5.5 FICA Alternative Plan

The City may establish an alternative 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 DC -6: SAFETY AND HEALTH

Eligible employees who are required to wear safety shoes will receive one-hundred-twenty-five (\$125) for safety shoes upon completion of six (6) months of service with the Employer, and in one (1) year increments thereafter. Replacement of safety shoes prior to the expiration of the one (1) year period shall be at the discretion of the Employer. Alternatively, the City may elect to provide employees with vouchers to purchase safety shoes directly from a vendor.

In accordance with established safety practices, the Employer will provide protective devices, wearing apparel, and other equipment necessary to protect employees from occupational injury or disease. The Employer may improve such safety practices from time to time. Employees may be required to wear hard hats. Protective devices, apparel, and equipment must be used when provided or required.

Employees are responsible to utilize required safety equipment, and to observe safety rules and practices as promulgated by the Employer. Willful neglect, and failure by an employee to obey safety regulations or to use safety devices, shall be just cause for disciplinary action.

ARTICLE ~~DC~~ -7: 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 DC -8: HOLIDAYS

DC-8.1 Eligible employees shall be entitled to compensation as provided for in sections DC-8.2 and DC-8.3 for the eleven (11) holidays below:

Date	Observance
January 1	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 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December 24	Christmas Eve
December 25	Christmas Day

DC -8.2 Eligible employees' holiday compensation shall be prorated based on the average number of paid hours per day during the six-week period immediately preceding the holiday.

DC -8.3 Eligible employees who shall be required to perform work or to render services on one of the holidays listed in Section DC-8.1 shall be compensated at the employee's regular hourly rate for any hours worked in addition to his/her Holiday pay for that day.

DC -8.4 Whenever an observed holiday occurs on an eligible employee's scheduled day off, the **Employer** may elect to either schedule the employee to take a day off at another mutually agreeable date, or compensate the employee at the employee's straight time rate for the holidays.

DC -8.5 An employee shall receive payment for any paid holiday unless:

- A. He/she has an unexcused absence (excluding tardiness) on the last regular workday preceding such holiday, or on the next regular workday following such holiday.
- B. Having been scheduled to work on such holiday, he/she fails to report for work without justifiable reason for such absence.
- C. He/she is on leave of absence without pay.
- D. He/she is receiving a wage benefit from Workers' Compensation.

DC -8.6 When a holiday listed in this article falls on a weekend, the following rules shall govern its observance:

- A.** A holiday that falls on a Sunday shall be observed on the following Monday, except as noted below.
- B.** A holiday that falls on a Saturday shall be observed on the preceding Friday, except as noted below.
- C.** When Christmas Eve falls on either a Saturday or a Sunday, it shall be observed on the following Tuesday.
- D.** In those activities where employees are assigned to shift schedules, or where emergency maintenance crews are assigned, the actual day of the holiday shall be observed for purposes of calculating pay.

ARTICLE DC -9: MILITARY LEAVE

DC -9.1 Eligible forty-hour employees shall be governed by the provisions of Article 220 in the Agreement.

DC -9.2 Eligible employees who work less than forty (40) hours per week shall be compensated for military leave at their regular hourly rate times the average number of hours they have worked per week during the six weeks prior to the military leave as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994 and section 115.07, Florida Statutes.

ARTICLE ~~DC~~ -10: JURY AND WITNESS DUTY

~~DC~~ -10.1 Eligible forty-hour (40) employees shall be governed by the provisions of Article ~~24~~17 in the Agreement.

~~DC~~ -10.2 Eligible employees who work fewer than forty (40) hours per week shall have their work schedule adjusted to accommodate jury and witness duty.

DC -11: GRIEVANCES AND SEPARATIONS

DC -11.1 Grievance Procedure

No eligible employee has a right to the Civil Service complaint/grievance procedure. The grievance procedure as set forth in Article 274 shall be the sole procedure available to covered eligible employees. Decisions made under Article DC-11.2, Separations, are at the sole discretion and right of management and are not subject to grievance or arbitration. An eligible employee's sole right shall be to a review of the separation decision by the Department Head or his/her designee.

DC -11.2 Separations

- A.** An eligible employee may be separated from employment upon ten (10) days' written notice. If the retention of the employee would result in an extraordinary situation, an appointing authority may immediately terminate the employee.
- B.** All eligible employees who are separated from employment shall be given written notice of the reason for separation. A copy of the notice will be forwarded to the **Union**.

ARTICLE DC -12: MATTERS NOT ADDRESSED

To the extent any provision of the Agreement reached between the City of Jacksonville and the Northeast Florida Public Employees' Local 630, LIUNA, is not adopted herein by reference, or is not specifically addressed, in this Appendix DC, said provision is null and of no effect as it relates to employees covered by this Appendix DC.

ARTICLE DC -13: VOTING

During any primary or general election in which early voting is not available, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose, provided the employee furnishes proof that he/she is a registered voter. When the polls are open two (2) hours before or two (2) after the employee's regular scheduled work period, or where early voting is available, employees will be considered to have sufficient time for voting.

ARTICLE DC -14: 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 may be granted upon the death of other members of an eligible employee's immediate household.

ARTICLE C-15: TEMPORARY EMPLOYEES

INCLUDED:

~~Public Works Maintenance Helper/Temporary~~
~~Public Works Maintenance Worker/Temporary~~
~~Maintenance Worker II/Temporary~~
Solid Waste Worker I/ Temporary
Solid Waste Worker II/ Temporary
Solid Waste Litter Worker/Temporary

EXCLUDED:

All managerial, supervisory, confidential, and special purpose employees as defined in the Act, and all other employees.

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