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K#: **810646**

Location: **FL Jacksonville**

Employer Name: **Jacksonville, City of**

Union: **Florida Council 79, American Federation of State, County & Municipal Employees (AFSCME), AFL-CIO**

Local:

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810646 AFSCME
10/1/04 - 9/30/07
72 pgs.

AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
FLORIDA COUNCIL 79
OCTOBER 1, 2004 - SEPTEMBER 30, 2007

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PREAMBLE

This Agreement is entered into between the City of Jacksonville (the **Employer**), and AFSCME Florida Council 79, (the **Union**). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the **Employer** and the **Union** to promote harmonious and cooperative relationships between the **Employer** and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

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

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

ARTICLE 1: UNION RECOGNITION

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

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

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

ARTICLE 2: UNION SECURITY

- 2.1 In accordance with Chapter 447.301, Florida Statutes (1987), employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 (a) The **Employer** agrees to place one copy of this Agreement in each work location, for reference by bargaining unit employees.
- (b) The **Employer** will notify the **Union** of all persons hired into job classifications that are represented by the AFSCME bargaining unit. The **Employer** will also give the employee an envelope, prepared and supplied by AFSCME, which will provide the employee with a greeting, the name, address, and phone number of the **Union** and notify the employee that he or she may call the **Union** for additional information. The **Employer** will provide the notification referred to in this paragraph during the regular orientation period for new employees.
- 2.3 (a) Upon receipt of a written authorization from an employee covered by this Agreement, the **Employer** will deduct the appropriate amount of union dues and uniform assessments from the employee's pay. This provision will provide for twenty-six (26) deductions per year. The **Employer** will remit to the **Union** such sums no later than the tenth (10th) day of each month following such deductions. Changes in the **Union** membership dues rate will be certified to the **Employer** in writing over the signature of the authorized officer(s) of the **Union**, and shall be done at least thirty (30) days in advance of the effective date of such change. The **Employer's** remittance will be deemed correct if the **Union** does not give written notice to the **Employer** within two (2) calendar weeks after a remittance is received, of its belief, that the remittance is incorrect, with reason(s) stated therefore. The Employer will notify AFSCME Council 79 of all additions to and deletions from the dues deduction roster within two weeks following the close of each pay period.
- (b) Deductions for **Union** dues and/or uniform assessments shall continue until either:
- (1) the employee revokes his/her authorization for dues deduction by submitting a signed form to the Payroll Section revoking such authorization, with a copy to the **Union**.
 - (2) the authorization for dues deduction is revoked pursuant to Section 447.507, Florida Statutes;
 - (3) the termination of employment; or
 - (4) the transfer, promotion or demotion of the employee out of the bargaining unit.
 - (5) The union is no longer certified to represent the employees in the bargaining unit.
- (c) Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- (d) 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 deducted. Net earnings shall mean earnings after required deductions are made for federal taxes, social security, pensions, credit union, and health and life insurance.

- (e) The **Union** will indemnify, defend, and hold the **Employer** harmless, against any claim made and against any suit instituted against the **Employer** on account of any deductions for **Union** dues, or uniform assessments.
 - (f) Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- 2.4 Upon request of the **Union**, the **Employer** will, on a semiannual basis, provide the **Union** with a list of all employees in the bargaining unit. The list will include the name, home address (unless protected), employee identification number, occupational code, date of birth, home telephone number (unless protected), and gross salary of each employee. The list will be provided at no cost to the **Union**.
- 2.5 The President of AFSCME, Florida Council 79, or an alternate officially designated in writing, will be the official spokesperson for the **Union** in any matter between the **Union** and the **Employer**.
- 2.6 When the **Employer** establishes a new classification that would be included within the bargaining unit, the **Union** will be given notice in writing as to the **Employer's** determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.
- The **Employer** shall notify the **Union** of the class specification and pay range revisions to any classification, that is presently in the certified bargaining unit for which the **Union** is the representative, prior to the implementation of those revisions. The **Employer** will provide this notice to the Regional Director of the **Union** in Jacksonville, Florida. The **Union** may submit comments about the revisions within ten (10) days of the date of the **Employer's** notice.
- The **Employer** will continue its practice of making class specification revisions prospective from the date of issuance, unless otherwise required by law. In cases where federal or state law requires that a class specification be changed, the City will make every effort to assist incumbent employees to meet the new requirements.
- 2.7 The **Union** has been provided with a copy of departmental policies and work regulations. A copy of any new or revised departmental policy or work regulations will be forwarded to the **Union** upon adoption.
- 2.8 All departmental policies and work regulations shall be posted in the appropriate areas.
- 2.9 If, during the term of this Agreement, a proposal to increase the rate of employee contributions to the pension system is considered by the **Employer**, the **Employer** and the **Union** shall meet, upon the request of either party, to consider and discuss the effect of such proposed legislation upon the employees in the bargaining unit.

ARTICLE 3: UNION RIGHTS

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

ARTICLE 4: MANAGEMENT SECURITY

- 4.1 Subject to the specific provisions of this Agreement and Chapter 447, Florida Statutes, the **Union** and its officers, agents, and members agree that they shall have no right to instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of **Employer** operations, or similar activities during the term of this Agreement, for any reason. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provision of this paragraph. The only question that may be raised in any proceeding (grievance, judicial or other) contesting such action is whether the provision preventing 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.
- 4.2 (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 the working hours of any employee who is involved in the solicitation.
 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 employee's lunch hour or in areas not specifically devoted to the performance of any employee's official duties.
- (b) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.
- (c) Notwithstanding further provisions of any collective bargaining agreement, a public employee who is found to have violated any provision of this article may be discharged or otherwise disciplined by the **Employer**.
- 4.3 The **Employer** and the **Union** agree that the basic intent of this Agreement is to provide a fair day's pay in return for a fair day's work and to provide conditions of employment suitable to maintaining a competent work force. The **Employer** and the **Union** agree that all provisions of this Agreement shall be applied equally to all employees covered by it.
- 4.4 It is understood that the **Employer** is required to comply with the Americans with Disabilities Act and nothing in this Agreement shall be construed to prevent the **Employer** from carrying out this obligation. Any claimed violation of this provision shall not be subject to arbitration. If the parties cannot resolve the matter using the grievance procedure, the employee may refer the matter to the appropriate governmental agency.

ARTICLE 5: MANAGEMENT RIGHTS

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 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.

ARTICLE 6: SPECIAL MEETINGS

- 6.1 The Chief of Human Resources or his/her designee and the **Union** agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The **Union** shall have the right at these special meetings to recommend to the Chief of Human Resources or his/her designee corrections of any inequities known to the **Union**.
- 6.2 The **Union** recognizes that it is the City's objective to provide services to its citizens and taxpayers through the most efficient and cost-effective means possible. From time to time, this may require evaluations of alternative means of providing such services, including contracting with external providers.

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

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

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

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

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

ARTICLE 7: UNION ACTIVITY

7.1 Stewards and Representation:

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

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance with a grievance, or when requested by the **Union** in writing. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, to the extent that such discussions do not interfere with the work of other employees. **Union** Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee. A **Union** officer may substitute for a **Union** steward for all purposes set forth in this paragraph.

- 7.2 Nothing in this Agreement shall prevent any employee from presenting, at any time, his/her own grievances, in person or by legal counsel to the **Employer**, or from having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

- 7.3 Employees designated in the bargaining unit shall have the right to join, or to refrain from joining, the **Union**, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the **Union** or by virtue of that employee's holding office or not holding office in the **Union**. This provision shall be applied to all employees in this bargaining unit.
- 7.4 The **Union** shall neither actively solicit grievances nor collect **Union** monies on **Employer** property.
- 7.5 Officials of the **Union**, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the **Employer**. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on **Employer** property in areas mutually agreed on by the **Union** and the **Employer**.
- 7.6 The Local **Union** President or one alternate officially designated by the Local **Union** President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate **Union** activities requiring his/her presence. This shall not be interpreted to limit the **Union** to the resolution of only one issue at a time City wide, but is intended to limit the number of **Union** representatives being granted time off to attend to a single specific issue. The local **Union** President or alternate must secure approval from his/her immediate supervisor prior to performing such duty.
- 7.7 Arrangements will be made for officers or an accredited representative of the **Union** to be admitted to the property of the **Employer** during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the **Employer** is not normally open for visitation, then the **Employer** shall provide a responsible escort to that **Union** Officer or accredited representative; provided, this service must be arranged by the **Union** in advance of the visitation.
- 7.8 Due to the large number of employees represented by AFSCME Florida Council 79, two (2) members of the **Union**, elected to local **Union** positions or selected by the **Union** to do **Union** work, may upon written request of the **Union**, and when approved by the **Employer**, subject to applicable Civil Service and Personnel Rules and Regulations governing employees' rights and benefits, be granted a leave of absence without pay for a period of one (1) year, which may be extended during the term of this Agreement, and upon expiration of the leave, shall be re-employed without loss of status. It is understood that employees taking leave under these conditions will only be utilized for service within the Consolidated City of Jacksonville.

ARTICLE 8: BULLETIN BOARDS

- 8.1 The **Union** shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the **Employer**. Bulletin boards will be located in employee break rooms or other non-public areas. The **Union** may, if it so desires, provide a bulletin board of standard size for its exclusive use, in keeping with the decor of the above locations, and with the approval of the **Employer**. The parties agree to develop mutually acceptable procedures for centralized electronic posting of AFSCME notices and/or other union-related information in addition to local bulletin boards.
- 8.2 The **Union** agrees that it shall use its space on bulletin boards provided for in Section 8.1 above, for the following purposes:

Notices of **Union** Meetings
Notices of **Union** Elections
Reports of **Union** Committees
Rulings and Policies of the **Union**
Recreational and Social Affairs of the **Union**
Union Bulletins

Any conforming notices posted shall only be removed by a representative of the **Union** or as provided in Sections 8.3 and 8.4 of this Agreement.

- 8.3 No material, notices, or announcements shall be posted by the **Union** which contain anything adversely reflecting upon the City of Jacksonville, its officials, managers, consultants or agents, its Independent Agencies, its employees, or any other labor organization. Any proven violation of this section by the **Union** shall entitle the **Employer** to cancel immediately the provisions of this section and remove the posting in violation.
- 8.4 Notices or other information intended for electronic posting shall be submitted on floppy disk or other comparable electronic medium to the Chief of Human Resources or designee for approval as to compliance with 8.3 before being posted. Notices or other information intended for electronic posting shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.
- 8.5 To access City facilities to update information on regular bulletin boards, AFSCME shall contact the Chief of Human Resources or designee to make arrangements to do so.
- 8.6 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 of Human Resources or his/her designee, and the appropriate member of the agency involved. Such meeting or conference shall be held within one (1) working day after receipt of a written complaint by either the **Employer** or the **Union** that a violation exists.

ARTICLE 9: HOURS OF WORK AND OVERTIME PAYMENT

- 9.1 This article defines hours of work, but does not guarantee or limit the number of hours to be worked per day, days to be worked per week (or for any other period of time,) except as specifically provided.
- 9.2 **Designation of “Shift” and “Non-Shift” Employees**
 Employees covered by this Agreement consist of shift and non-shift employees. The start time of the employee’s normal work schedule controls whether a shift differential will be paid in accordance with Article 10.5(a) and if so, the rate at which it will be paid.
- (a) A “shift” employee is one whose normal schedule of work changes on a regular and rotating basis, or whose schedule is fixed with a start time after 11:59 AM and before 4:00 AM.
 - (b) A “non-shift” employee is one whose normal schedule of work does not change on a regular and rotating basis, and whose start time is between 4:00 AM and before 11:59 AM.
- 9.3 **“Non-Shift” Work Weeks and Work Schedules**
- (a) Five (5) eight-hour days, Monday through Friday;
 - (b) Employees assigned to an odd work week which shall consist of five (5) days which may begin on any day. Except where mutually agreed to by the employee and the department head, such work days shall be consecutive;
 - (c) Departments with six (6) or seven (7) day operations may have different shift configurations;
 - (d) Four (4) ten (10) hour days. Employees assigned to the ten (10) hour day will have varied work days and non-work days.
 - (e) Twelve (12) hour days. Employees assigned to the twelve (12) hour day will have varied work days and non-work days.
 - (f) Five (5) seven (7) hour days worked only by Program Aides assigned to the Community Services Department.
- 9.4 **Changes to Schedules and Shifts**
- (a) The parties recognize the need to provide service to the City’s citizens. When it becomes necessary to assign employees to a workweek as provided in 9.3, the **Employer** shall determine staffing, work schedules, and any special requirements for each assignment. The Employer shall notify the Union at least ten (10) working days in advance of the schedule change.
 - (b) Nothing in this Agreement shall limit the **Employer** from creating new work schedules or work weeks not described in 9.3 provided the **Union** is given the opportunity to bargain the impact of any such change. Except as provided by law, proposed changes with identified impact on wages, hours and terms and condition of employment will not be implemented until negotiations have been completed in accordance with Chapter 447 Part II, Florida Statutes.
 - (c) Before implementing a new schedule not described above in 9.3, the **Employer** will meet

with the **Union** to discuss the method(s) by which employees shall be selected for the new schedule(s). The provisions of Article 30 shall be fully utilized in implementing this provision. If mutually agreed upon, such selection methods shall be reduced to writing. If the **Employer** is unable to obtain sufficient employees by the agreed upon method of selection, or if the parties are unable to agree upon the method of selection, the **Employer** shall select employees for the new schedule.

- (d) The **Employer** will give an employee at least seven (7) working days' notice before changing his or her regular work schedule. The seven (7) days' notice shall not be required in an emergency or if the change is made in accordance with provisions of Section 9.5(c).
- (e) "Working days" as used in this article shall be as defined in the Civil Service and Personnel Rules and Regulations.

9.5 **Individual Work Schedule Assignments**

- (a) Work schedules showing employees' shifts, work days, and hours will be posted on appropriate bulletin boards not less than ten (10) days in advance, and will reflect at least a two (2) week work schedule. The **Employer** will make a good faith effort to post a one (1) month schedule. The **Employer** shall determine staffing, schedules of work, and the special requirements of each assignment. However, with prior written approval of the supervisor(s), and provided there is no detriment to the **Employer**, employees may agree to exchange days or shifts on a time-limited basis.
- (b) When work schedules are rotated, the **Employer** shall equalize weekend work among employees in this bargaining unit working in the same functional unit, and shall grant at least one weekend off per month to each employee, whenever this can be accomplished without interfering with efficient operations.
- (c) Except in emergencies, employees will not be required to work more than two (2) different shifts in a work week.
- (d) **Shift Assignment For Employees Other Than Jacksonville Sheriff's Office (JSO)**
 - 1. In areas, sections, and departments where there are non-rotating shifts, an employee may request a change of shift in writing. Forms required will be provided by the **Employer**, and shall be dated and signed by the department head or designee, and by the employee making the request. The employee shall be furnished a copy of the signed request form. The employee's written request will be kept on file indicating the shift requested. When a vacancy occurs and two or more employees in the same class have requested that shift, or when shift assignments are made or requested by the **Employer**, the following factors will be used to determine shift assignments:
 - A. Length of service with the **Employer** for employees whose request has been on file for at least twenty (20) days prior to the vacancy occurring.
 - B. Whether or not the efficiency and competency of the shift the employee now works will be unduly compromised if such requested transfer is made.
 - 2. The **Employer** shall not unreasonably deny an employee's request for transfer to another shift. If there are insufficient volunteers, the **Employer** shall assign the least senior qualified employee.

(f) Shift Assignment for JSO Employees

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

9.6 Authorizing, Scheduling and Paying for Overtime Work

(a) Authorization of Overtime

No employee may authorize overtime for himself/herself, but shall be paid for overtime worked as authorized by his/her supervisor.

Management shall determine the necessity for overtime work, and employees are obliged to work overtime as assigned. It is the **Employer's** responsibility to distribute the opportunity for overtime work equitably among employees in the classifications normally performing the same types of work in each assigned shift, crew, or work area. Equitable distribution of the opportunity for overtime work should not be the cause of increased cost or operational delays. The **Employer** recognizes that it may be inconvenient for an employee to work overtime at certain times, and will fairly consider each request for relief from overtime. Overtime records of the **Employer** shall be made available to **Union** officials when requested to resolve a question involving distribution of overtime. Nothing in this article shall require overtime payment for hours not actually worked.

(b) Payment for Overtime

Except as otherwise specified, overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of the employee's normal workday, and for all hours worked in excess of forty (40) hours per work week for which overtime compensation has not been previously paid.

Double time shall be paid for continuous hours worked in excess of sixteen (16).

All compensated time shall be included when calculating the forty (40) hour threshold.

Except as provided for in 9.6(c), compensation for overtime shall be in the form of cash.

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

(c) **Compensatory Time**

An employee may elect to earn compensatory time at the rate of time-and-one-half in lieu of cash payment with the approval of the department head. Requests for compensatory time shall be submitted on forms provided by the **Employer**.

Employees may accrue up to two hundred-forty (240) hours of compensatory time. When an employee has accrued the maximum amount of compensatory time, compensation for subsequent overtime worked shall be in cash.

The **Employer** may pay off any amount of accrued compensatory time at any time, provided that any approved requests for compensatory leave time will continue to be honored.

(d) **Adjustment of Work Schedule**

Notwithstanding the provisions of Section 9.4, where mutually agreeable to the employee and Management, an employee may voluntarily adjust his or her daily or weekly schedule without incurring payment of time-and-one half for hours worked in excess of the employee's normal workday. An example of such a situation is an employee who works additional hours on one day of the work week in order to take an equal amount of time off on another day in the same work week (e.g., for medical or personal reasons) without charging the absence to annual or personal leave.

So long as the total number of hours worked during the work week does not exceed forty (40), no overtime payment is required. So long as it is mutually agreeable to both, the adjustment may be proposed by either the employee or Management.

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

(e) **Call Ins and Rest Periods**

In the interest of good service, employees are required to respond to emergency call-ins.

An employee who has left his/her normal place of work at the end of the scheduled work day and is called back to work shall be compensated for overtime worked in accordance with this article, provided that he/she shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2). This minimum payment will not apply if the employee is called back to work immediately before the start of the employee's regular workday.

An employee who has worked sixteen (16) or more continuous hours, or eight (8) or more hours overtime in the sixteen (16) hour period immediately preceding his/her regular workday, shall, upon release, be given an eight (8) hour rest period, before he/she returns to work. If this rest period continues into the employee's regular workday, the employee will be credited and paid for the regular work day without charge to annual or personal leave. An

employee who is called back to work without completing his/her eight (8) hour rest period shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked from the time he/she reports back to work through when he/she is released for another eight (8) hour rest period. Paid rest time shall be considered as time worked for the purpose of determining the 40-hour threshold for payment of overtime.

9.7 Meal Breaks and Allowances

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

Article 10: WAGES

- 10.1 (a) Each classification in the bargaining unit is assigned to a Pay Grade based upon the evaluation of the classification. Each Pay Grade consists of a salary range with starting and maximum rates.
- (b) General Wage Increases:
- 2.75% effective October 1, 2004;
2.75% effective October 1, 2005 and
2.75% effective October 1, 2006.
- (c) One -Time Payment:
FY 2004/2005: In addition, all active members of the bargaining unit who were employed on October 1, 2004 shall receive a cash bonus of 0.25% upon ratification of this Agreement. This cash bonus shall not be added to the employees' base pay.
- (d) Employees whose current base salaries are above the maximum rate of the range of the assigned Pay Grade will have their base salaries maintained at the current level until such time as the maximum of the range of the assigned Pay Grade increases to encompass their base salaries.
- (e) Starting rates of the Pay Grades will increase as follows:
- 2.75% effective October 1, 2004;
2.75% effective October 1, 2005 and
2.75% effective October 1, 2006.
- Maximum rates of the Pay Grades will increase as follows:
2.75% effective October 1, 2004;
3.25% effective October 1, 2005 and
3.75% effective October 1, 2006.
- (f) Performance-Based Pay Increases
In addition to the general increase, an additional performance-based increase will be granted to eligible bargaining unit members on the following basis:
1. Effective October 1, 2005, a performance pool budget will be established equal to ½% of the base pay payroll for the bargaining unit.
 2. Effective October 1, 2006, a performance pool budget will be established equal to ½% of the base pay payroll for the bargaining unit.
- The performance pool will be distributed as follows:
3. Bargaining unit members who received ratings of "Exemplary Performance" (Level 4) and "Distinguished Performance" (Level 5) will participate in the pool.
 4. Employees whose performance is rated as "Distinguished" will be paid 120% of the amount paid to employees whose performance is rated "Exemplary."
 5. Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.
 6. 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."
 7. Employees who are at the maximum of the pay grade shall receive all performance pay above the maximum, that they would have received in that budget year in the form of a one time cash bonus on December 1st.

This provision is part of the piloting of the City's performance management program and as such is limited to the life of this Agreement. Granting of performance-based pay increases in addition to general increases will not continue beyond the specified term of this agreement unless specifically agreed to by both parties.

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

The **City** is committed to designing its performance measurement system and has begun a three-year process of doing so, with the objective that future negotiated pay increases for bargaining unit employees will be based upon performance, as measured by the redesigned system. Without waiving its lawful right to negotiate with the **City** over those matters affecting wages, hours, and terms and conditions of employment, the **Union** will participate with the **City** in this process. The parties agree that effective not earlier than October 1, 2005, a combination of general pay increases and performance-based pay increases as provided above will be distributed among members of the bargaining unit.

As part of its preliminary work, the **City** has assembled a team of management and senior administrative employees from various **City** departments and agencies to identify and define core competencies, and to develop a structure for a comprehensive performance management system. Immediately upon the effective date of this Agreement, **AFSCME** shall appoint four (4) employee members to the **City's** Performance Management Development Team. Each representative will attend scheduled meetings, without loss of pay, on a regular basis and will actively participate in the development process.

The **City** will implement its new performance management system effective October 1, 2004 as a fully-operational pilot system. The new system will be used to evaluate employees' performance during the fiscal year 2004-2005 for the purpose of identifying substantive and/or procedural short-comings, problems, opportunities for improvement and training needs for employees and supervisors. **AFSCME** will participate fully in the implementation and evaluation of the new system during this period, including identifying problems and developing potential solutions.

- 10.2 (a) If conditions exist which justify pay increases to provide equity or for other reasons not provided in this Plan, the Chief of Human Resources, with the concurrence of the appropriate budgetary authority, may approve a special pay increase for any employee. Such increase shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned. If as a condition of approval of such increases any provisions of this part are affected, the Chief of Human Resources shall issue special instructions to be followed in connection with future increases. The **Union** shall be given a copy of the agenda item for the proposed increase prior to its submission to MBRC. Upon request, the **Union** shall be given an opportunity to present in writing their position on the proposed increase to MBRC.
- (b) With the concurrence of the appropriate budgetary authority, the Chief of Human Resources may approve pay adjustments for employees in classifications for which the pay grade is elevated. Such increases shall not exceed 5% for a one-grade elevation, 10% for a two-grade elevation and 15% for a three-grade elevation. Such increases shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned.
- (c) Team Outstanding Performance Programs (TOPPS) may be developed for subsequent rating periods. The TOPP may encompass reasonable goals and be consistent, taking assignment and classification into consideration. It is the intent of the parties that employees on teams who have demonstrated outstanding

ability and exemplary effort by reaching the goals in their Team Outstanding Performance Plan (TOPP) receive increases in the form of one-time payments not applied to the employee's base salary.

- (d) Performance evaluations of employees in this bargaining unit shall be in writing and shall use a standardized format and procedure. An employee who has passed initial probation, believes that his or her evaluation has not been conducted in accordance with established procedure, or who contests the basis for his/her rating may appeal the complaint through Step IV of the Grievance Procedure as set forth in Article 20.
- (e) Employees assigned to work any shift other than the normal day shift* shall receive the following shift differential pay**:

Start Time From:

1200 p.m. through 10:29 p.m.	3%
10:30 p.m. through 3:59 a.m.	6%

*a normal day shift is defined as any eight (8) and/or ten (10) hour shift whose start time is between 04:00 a.m. and 11:59 a.m.

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

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

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

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

- (f) In addition to their regular wages, employees assigned to cut tree limbs while in an aerial bucket shall receive a 15% differential for the period of time they are actually working in the aerial bucket.
- 10.3 For each five (5) years of continuous service with the **Employer**, (computed from the date of initial employment) an employee shall receive an annual increase in salary of \$300.00. This increase shall be in addition to any general or special raises which may be granted from time to time.
 - 10.4 When an employee is returned to his/her former class during the probationary period following a promotion, his/her pay shall be restored to the rate in effect prior to promotion, as though the promotion had not been granted. In such event, the employee shall be eligible for any increases the employee normally would have received had the employee not been promoted. When a reassignment is made, the base pay of the reassigned employee shall remain the same.
 - 10.5 The Chief of Human Resources shall adhere to the following administrative procedures in the implementation of the pay plan for employees in the bargaining unit:
 - (a) An employee currently employed under Appendix B of this agreement performing work comparable to the Civil Service classification to which he/she is appointed, shall be placed at his/her current salary when given an original appointment to a classified position.
 - (b) 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.

- (c) The department head may approve initial compensation up to 25% above the starting rate of the range if the candidate to be appointed has a combination of education, training and experience that exceeds the minimum requirements specified for the class. Where warranted by the candidate's education, training and experience, the Chief of Human Resources may approve higher initial compensation.
- (d) When an employee is appointed to any classified position and is hired at a rate above the starting rate of the range, other employees in the class in the same organizational unit with similar education, training and experience will have their base salaries increased to that of the newly appointed employee unless the appointed employee was previously employed under Appendix B as provided in 10.5(a). Employees who are subject to disciplinary reductions in pay shall not be granted such increases until expiration of the disciplinary reduction.
- (e) When an employee is appointed to any classified position and is hired at a rate above the starting rate of the range, the Chief of Human Resources, upon the request of the department head, may approve an increase in base salary for employees in higher level classes within the class series in the same organizational unit, who possess similar education, training and experience, and whose salaries are less than 5% above the highest paid newly-hired employee in the lower classification. When approved, such increases may be granted, 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. Equity increases will not be applicable if the newly-hired employee was previously employed under Appendix B as provided in 10.5(a).
- (f) Upon successful completion of the initial probationary period, the base salary of the newly appointed employee, and any other employee similarly treated in accordance with 10. 5(c) or (d) above, shall be advanced 5% or to the maximum of the range, whichever is less.
- (g) When an employee is promoted to a classification in a higher Pay Grade, the employee's base salary shall be increased by 5% or to the minimum rate of the range whichever is greater. Upon satisfactory completion of the probationary period following promotion, the base salary of the employee shall be advanced 5% or to the maximum of the range, whichever is less. Employees in Police Emergency Communications classifications shall have their salaries increased by 15% upon promotion. Employees in Police Emergency Communications classifications shall not receive end of probation increases. In other cases where the Chief of Human Resources, with the concurrence of MBRC, has determined that it is appropriate for recruitment or retention of employees, classifications with high employee turnover may be designated as eligible for salary increases of 15% upon promotion. Employees in classifications so designated shall not receive end of probation increases.

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

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

- (i) When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee may be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum of the range. If the employee is promoted again within a 12-month period following the demotion, he/she will not receive a promotional increase or end of probation increase, unless his/her salary was reduced at the time of demotion to the maximum of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.
 - (j) 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 the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion.
 - (k) When employees are demoted or otherwise reassigned in connection with a Reduction in Force, the **Employer**, at its sole discretion, may maintain the base pay levels of all affected employees irrespective of any conflicting provisions of this Agreement or the Civil Service and Personnel Rules and Regulations.
10. 6 When an employee is required by the **Employer** to accept the responsibility for work in a higher class or position for at least one (1) hour on continuous duty, unless the employee is assigned to a higher classification for the purpose of on-the-job training for definite advancement purposes, such employee shall be compensated at the minimum of the range of the higher classification or shall receive a 5% increase, whichever is greater, for the time actually worked in the higher class. In no case, however, can the adjusted salary level exceed the maximum rate of the salary range of the higher position. An employee may be temporarily assigned to the work of any position of the same or lower classification without any change in pay. No on-the-job training without out-of-classification pay shall exceed twenty (20) workdays.
10. 7 Supplemental pay in the amount of fifty dollars (\$50.00) per month may be granted to employees of the Property Appraiser who have attained either the designation of Certified Florida Evaluator or Certified Assessment Evaluator. This supplemental pay may be granted as a result of the employee's exhibiting increased productivity and efficiency, and is solely at the discretion of the Property Appraiser's Office and the State Department of Revenue. The Amount shall be Fifty (\$50.00) Dollars per month.
10. 8 The parties recognize that relationships between classifications may change over time as the nature of work evolves and changes. As a result of such changes, those relationships should be reviewed periodically to determine if revisions in pay grade assignments are appropriate.

The parties agree that assignment of work to particular classifications, evaluation of classifications and resulting pay grade assignments are management prerogatives. The **Employer** recognizes the **Union's** interest in maintaining equity among classifications in the bargaining unit. Accordingly, during the life of this Agreement the **Union** may notify the Chief of Human Resources of its belief that sufficient material changes have occurred in the nature of work assigned to one or more classifications, such that the relationship of that classification(s) to other classes should be reviewed for possible realignment. The Chief of Human Resources shall conduct an appropriate review of the circumstances and report the findings to the **Union** and to the appropriate budgetary authority for action as warranted. This review may include recommendations for pay adjustments for affected employees where appropriate.

The Chief of Human Resources is authorized to make such changes to the Pay Plan as may be necessary to

implement the findings except that no current employee shall have his or her pay adversely affected as a result of such changes.

10. 9 Pay Incentive

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

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

Failure to meet this attendance requirement will result in the discontinuation of the differential pay provided for in section 10.9 (c) and (g), effective at the beginning of the first pay period in September. It will be the responsibility of the employee receiving the differential pay to submit to the Personnel Division a copy of the college transcript at the end of each term which he/she attends.

- (e) Each employee in the bargaining unit who has successfully completed the program of study requirement to qualify for and possesses an Associate of Science Degree in the Police Sciences with a "C" average or better and with at least eighteen (18) semester hours to be entirely Police Science, shall receive an eighty dollar (\$80.00) per month pay differential. The "C" or better average requirement shall not apply to those employees receiving college incentive pay prior to October 1, 1978.
- (f) Eligible employees in the bargaining unit who has successfully completed his/her Associate of Arts degree, Associate of Science degree or Baccalaureate degree, and whose Associate of Arts or Associate of Science degree is not from the Florida Community College at Jacksonville, shall qualify for pay incentive for college credit as follows:
 1. Each PST, FT, FTT or PECO in the bargaining unit who has successfully completed fifteen (15) credit hours with "C" or better average towards the Law Enforcement Certificate in Criminal Justice at the University of North Florida shall receive a forty dollar (\$40.00) per month pay differential.
 2. Each PST, FT, FTT or PECO in the bargaining unit who has successfully completed twenty-five (25) credit hours with a "C" average or better towards the Law Enforcement Certificate in

Criminal Justice at the University of North Florida shall receive an eighty dollar (\$80.00) per month pay differential.

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

- (g) Fire and Rescue Communications Officers (FRCO) who are enrolled in courses in the field of Fire Science or Rescue will qualify for pay incentive for college credit on the following basis:

1. Those who have successfully completed fifteen (15) credit hours with a "C" or better average shall receive a forty dollars (\$40.00) per month pay differential.
2. Those who have successfully completed twenty-five (25) credit hours with a "C" or better average shall receive an eighty dollars (\$80.00) per month pay differential.

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

Supplemental pay of seventy five-dollars (\$75.00) per month shall be paid to those FRCO's permanently assigned to the Fire Department who maintain certification as an EMT or higher. Supplemental pay of one hundred dollars (\$100.00) per month shall be paid to those FRCO's permanently assigned to the Fire Department who maintain certification as a Paramedic. No employee shall receive supplemental pay for certification as an EMT and certification as a Paramedic at the same time.

Effective October 1, 2004, Qualified Field Training Officers in the Jacksonville Sheriff's Office shall be granted an additional five percent (5%) above their base pay for each day they are actually training an assigned ECO or Fingerprint Technician trainee.

- (h) At its sole discretion, the **Employer** may elect to establish financial incentives to encourage employees to obtain certain work-related certifications or other educational credentials. Incentives may take the form of supplemental pay or one-time or periodic payments. All affected employees will be equally eligible to qualify for, and receive, such incentives under the same terms and conditions. Prior to the implementation of an incentive program, the **Employer** will provide the **Union** with at least two-weeks written notice of the following information:

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

- 10.10 At its sole discretion, the **Employer** may establish an "Employee Referral Program" with financial incentives to encourage current employees to refer candidates for employment in city jobs. Incentives will be in the form of one-time payments. All eligible employees may participate in such a program and receive incentives under the same terms and conditions. If an Employee Referral program is established, the **Employer** will provide the **Union** with at least two weeks written notice of the following information:

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

- 10.11 (a) Employees shall receive fifteen (\$15.00) dollars a day for each day they are required to be on standby

status during off-duty hours.

- (b) Standby time shall be that time when an employee is required to keep the **Employer** advised as to his/her whereabouts and be available to report for duty no more than forty-five (45) minutes after such notification.
- 10.12 (a) The City strives to provide a safe and healthy work environment for employees by minimizing exposure to known risks and by providing employees with the tools, equipment and training needed to perform their jobs safely. The City does not intend to expose employees to unnecessary hazards in the course of their employment and does not compensate employees for exposing themselves to risks and hazards due to unsafe work practices.
- (b) From time to time, the Chief of Human Resources may determine that supplemental payments are appropriate for employees performing work under uncomfortable or undesirable working conditions and may, in his/her sole discretion, establish criteria for making such supplemental payments. In his/her sole discretion, the Chief of Human Resources, with the concurrence of the Mayor's Budget Review Committee, may authorize such supplemental payments for employees in those classifications, assignments or locations. If such supplemental payments are authorized, the City will provide the Union with at least two weeks written notice of the following information:
- Eligibility criteria for supplemental payments
 - The amount and nature of the payments
 - Effective date of the supplemental payments
 - Classifications, assignments or locations in which employees will be eligible for supplemental payments
 - Current bargaining unit employees eligible to receive the payments.
- (c) During the life of this Agreement, the City agrees to pay \$100 per month to employees in the following classifications and assignments: Mosquito Control Sprayer, Mosquito Control Inspector, Pilot/A&P Mechanic and A&P Mechanic Inspector, Utility Worker, Equipment Repairman, Laboratory Technician assigned to the Mosquito Control activity, A&P Mechanic Inspector and A&P Mechanic Working Supervisor assigned to the Jacksonville Sheriff's Office; Animal Control Officer and Animal Control Officer Senior assigned to the Animal Control activity who are directly responsible for the handling of animals.
- (d) Where the **Union** believes it to be appropriate under the criteria established under 10.12(b), it may propose in writing to the Chief of Human Resources that specified classifications, assignments or locations receive supplemental payments in accordance with this article. The City will consider such proposal, meet with the **Union** upon request, and provide a written response within 14 calendar days.
- 10.13 At its sole discretion, the **Employer** may from time to time elect to establish incentive programs for individuals or groups which may consist of cash or other awards in recognition of improved job performance, improved safety records, innovative ideas that result in savings or other benefits, or other similar work-related improvements, results, or actions, provided the **Union** is informed in writing of any such programs.
- 10.14 The parties understand that during the life of this Agreement the **Employer** may, at its option, offer a voluntary severance plan to certain classifications of bargaining unit employees. Such plan would be on terms proposed by the **Employer** and any decision to accept such a plan would be made on an individual basis by each individual employee. The **Union** will be notified in writing of any such severance plan. In the event that execution of such a plan required a reorganization or redeployment by the **Employer**, the **Union** would have the right to request impact bargaining to the extent provided by law.

ARTICLE 11: EMPLOYEE BENEFITS

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

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

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

Employees who retire after the effective date of this Agreement, or who have retired from classifications in this bargaining unit and who are already covered by the group term life insurance policy may purchase life insurance coverage in increments of five thousand dollars (\$5,000), not to exceed fifteen thousand (\$15,000) at their own expense at the group rate applicable to retirees. Those retirees under age 70, presently covered for \$5,000, who wish to purchase additional coverage, will be subject to proof of insurability as required by the carrier. Retired employees age 70 and over may purchase five thousand dollars (\$5,000) coverage only.

11.3 Deferred Compensation Plan

Effective as of January 1, 2005, 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 H to a deferred compensation plan under IRC 457 or 401(a) as applicable. Such payments shall be in accordance with applicable IRC regulations, including limitations on contribution amounts.

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

- 11.5 The **Employer**, recognizing that it does not provide group dental health insurance for its employees, agrees to pay a premium of ten (\$10.00) dollars per month, per employee covered by this Agreement, for the purpose of providing partial payment toward a comprehensive dental health plan for said employees. The **Employer** may make an administrative charge not to exceed four cents per deduction.

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

11.7 Tool Allowance

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

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

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

- 11.8 An employee who is required to use his/her personal automobile in the performance of his/her duties, will be reimbursed for operating expenses at the rate-per-mile traveled as prescribed by City Council Ordinance exclusive of mileage traveled to and from the employee's work location. The **Employer** will also pay the mileage allowance for travel from a permanent job site to a temporary job site and the return to the permanent site each day of a temporary assignment for any reason other than replacing employees who are absent. Parking space will be provided for employees who are required to use their personal vehicles as a condition of employment in the performance of their duties. An employee who, after reporting to his/her assigned work location, is required to work at another location and is required to use his/her personal automobile to travel to the other location, shall receive mileage reimbursement for the distance to and from the assigned work locations in accordance with this Section.

11.9 CDL License Renewal Fees

Effective October 1, 2004, the **Employer** will reimburse up to \$50.00, for the cost of obtaining or renewing a Commercial Driver's License, for all employees whose jobs require them to maintain a CDL license.

11.10 Personal Property Damage

- (a) The **Employer** will repair or replace personal property, including tool boxes, of employees covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 11.10 (b) through 11.10(f).
- (b) The **Employer** will repair or replace a bargaining unit employee's personal property, if all of the following conditions have been met:
1. the personal property was damaged as a result of the employee's performance of his/her duties;
 2. the damage was not the result of the employee's own negligence;
 3. the employee reports the damage to the appropriate department head or agency authority within two (2) working days after the occurrence of the damage on a form provided for this purpose.
- (c) The **Employer** reserves the right to determine whether to repair or replace damaged property.

- (d) The **Employer** will not repair or replace telephones, pagers or other electronic devices, rings or other jewelry, except for watches. The **Employer** will not repair or replace tools for those employees who receive the tool allowance provided for in Section 11.7.
 - (e) In no event will the **Employer** pay more than two hundred fifty dollars (\$250.00) to repair or replace any damaged property, except watches, which will be limited to one hundred dollars (\$100.00).
 - (f) When an employee is entitled to payment under this section, the **Employer** shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage.
- 11.11 The **Union** recognizes that the **Employer** has developed a Section 125 I.R.C. Cafeteria Plan for the benefit of employees.
- 11.12 Uniforms
- (a) The **Employer** shall furnish uniform(s) to Fire Rescue Communication Officers in the JFRD, Police Emergency Communication Officers (ECO's), Fingerprint Technicians, Fingerprint Technician Trainees and Police Services Technicians (PST's) in the Sheriff's Office.
 - (b) Employees who are required to wear uniforms, and who have worked or have been on paid leave at least ten (10) days in each month of the quarter, are eligible to receive, at the **Employer's** option, a quarterly uniform cleaning allowance in the amount of seventy-five dollars (\$75.00).
 - 1. If the **Employer** elects not to pay the uniform cleaning allowance, the **Employer** shall be responsible for cleaning the uniforms.
 - 2. If the **Employer** elects to pay the uniform cleaning allowance, the employee shall be responsible for cleaning of the uniforms, and failure to do so may result in disciplinary action.
 - 3. If the **Employer** elects to pay a uniform cleaning allowance, it shall be paid no later than the second pay day of the month following the end of the quarter.
 - (c) The **Employer** shall furnish all necessary equipment to ECO's, PST's and Code Enforcement Officers, as required for the performance of their duties.
 - (d) In those activities where safety shoes are required to be worn, the Employer shall pay each employee one hundred dollars (\$100.00) per year for the purchase of safety shoes. The payment will be made the first pay period in January of each year.
- 11.13 To the extent practicable, the **Employer** will, during the life of this Agreement, provide parking spaces at the Marsh and Bay Street Parking Lot, at no charge, for use by employees who work on color squads or who do not work Monday-Friday with weekends off.

ARTICLE 12: JURY DUTY

Any employee in the bargaining unit who is required to perform jury service during his/her normal working hours in any court shall be paid his/her regular salary for the time spent in jury service. The employee summoned as a juror shall notify his/her supervisor of the need to take leave for jury service as soon as the employee receives a summons for jury service. Notification shall be by memorandum (in duplicate) with a copy of the summons attached. An employee who is released from jury service prior to four (4) hours from the scheduled end of his/her work day, shall be required to report to his/her work site within one and one-half (1-1/2) hours after release from jury service.

Notes:

ARTICLE 13: WITNESS SERVICE

- 13.1 Any employee who is called to testify while off duty in any court proceeding as a result of his or her normal City or Independent Agency duties shall be entitled to compensation for all hours on such special duty. The employee will be compensated for these special duty hours at the appropriate rate. The employee will be compensated for a minimum of four (4) hours.
- 13.2 An employee who is absent from work in order to serve as a witness in a criminal or civil case in a court of law to which he/she is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, shall be granted leave with pay for those hours for which he/she is absent from work during his/her regularly scheduled working hours, providing he/she submits evidence of such subpoena..

ARTICLE 14: SAFETY AND HEALTH

- 14.1 The **Employer** agrees that it will conform to and comply with safety, health, sanitation, and working conditions properly required by federal, state and local law. The **Employer** and the **Union** will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.
- 14.2 The **Employer** will provide protective devices, wearing apparel, and other equipment necessary to protect employees from injury, in accordance with established safety practices. Such practices may be improved from time to time by the **Employer's** in-house safety representatives. The **Union** may submit safety recommendations from time to time. When protective devices, apparel, and equipment are provided, they must be used. The **Union** agrees that willful neglect and failure by the employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

14.3 **Mayor's Workplace Safety Committee:**

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

- (a) Each work site shall have a Safety Committee. Each work site Safety Committee shall have a Union representative. The committee shall meet on a regular basis to discuss safety concerns, promote safety and health in the workplace and to participate in accident prevention.
- (b) The City shall respond in writing to written employee reports of unsafe working conditions in a timely manner. This will include keeping the affected employee informed about the status of his or her report.
- (c) When an employee believes an assignment is abnormally dangerous or hazardous, the employee shall immediately notify his/her supervisor. The supervisor will take such measures as are necessary to make the assignment consistent with health and safety.
- (d) The Mayor's Workplace Safety Committee will:
 - 1. Actively participate in accident prevention;
 - 2. Promote safety and health in the workplace;
 - 3. Recommend improvements to City-wide and department-wide safety programs;
 - 4. Establish procedures and responsibility for reporting unsafe or unhealthy working conditions, and for investigating and responding to such reports including development of forms, timeframes and record-keeping;
 - 5. Identify the rights and responsibilities of employees, supervisors and managers in situations where an employee believes that unsafe or unhealthy working conditions pose an immediate danger;
 - 6. Perform other duties as determined by the Chairperson to be consistent with this program as agreed upon by the committee;
 - 7. Meet no later than 45 days after the date of its inception and 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;

8. Make written reports of Committee actions, and make recommendations to the **Employer** and to the **Union**.

14.4 The City will notify affected employees of major remodeling construction or facilities maintenance.

ARTICLE 15: INJURY-IN-LINE-OF-DUTY

- 15.1 Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment with the **Employer** shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to the following benefits:
- (a) During the first twenty (20) working days of such disability, said employee shall receive supplemental pay in an amount equal to the difference between his/her net take-home pay and the workers' compensation benefit payable. For the purpose of this Article, net take-home pay is defined as the amount of the employee's regular straight-time wages reduced by the amount deducted from the employee's pay for taxes and social security. In no event shall any employee receive more than his/her net after-tax take-home pay from the **Employer**.
 - (b) Thereafter, the **Employer** may, at its sole discretion (which discretion shall not be subject to arbitration), grant additional supplemental pay in increments of up to twenty (20) working days.

ARTICLE 16: TRAINING AND EDUCATIONAL ASSISTANCE PROGRAMS

- 16.1 The **Employer** and the **Union** recognize the importance of training and continuing education in providing equitable employment opportunities, and agree to a mutual commitment of training and education for employees in this bargaining unit.
- 16.2 **Access to Training:** All Training Bulletins and Calendars pertinent to this Article shall be available to the Union and to employees.
- 16.3 **Citywide Training and Educational Assistance Programs:** The **Employer** has established Citywide Training and Educational Assistance Programs to meet the following objectives:
- To equip employees with the knowledge, skills and competencies to perform the work needed by the City's operating units;
 - To support succession planning by eliminating skill gaps in hard-to-recruit/hard-to-replace positions by giving staff a way to obtain needed education.
 - To provide incentive for high potential employees to invest in a career at COJ;
 - To provide opportunities for career advancement at COJ;
 - To provide access to certification pay where applicable;
 - To improve customer service by encouraging a knowledgeable, trained, staff, with "institutional knowledge."
 - To encourage employees to increase their value to the organization through education and training.
- 16.4 The Employer will establish procedures for coordinating the Citywide Training and Educational Assistance Programs including planning, administering, record-keeping, approval and reimbursement procedures.
- 16.5 Under the Educational Assistance Program, the City will reimburse employees for eligible tuition expenses in order to enhance the quality of the existing workforce, attract and retain qualified candidates for city employment, and to ensure that City employees have access to training and education that will equip them to do the work that will be needed during their careers with the City of Jacksonville.

Courses Eligible for Reimbursement

- (a) Except as otherwise provided, only undergraduate and graduate level courses taken at accredited degree-granting institutions of higher learning will be eligible for reimbursement under this program. The Chief of Training will be responsible for determining an institution's accreditation.
- (b) In order to qualify for educational assistance, either the individual course, or the instructional program of which it is a part, must be job-related.
 - (i) All academic courses specifically mentioned in promotional requirements for class specifications shall be deemed to be "job-related" for employees in the promotionally-eligible class.
 - (ii) All academic courses which qualify for certification pay shall be deemed to be "job-related" for employees in the class eligible for the certification pay and for any promotionally-eligible employees in the class series.
 - (iii) In general, a course or instructional program will be considered to be job-related if it either
 - 1. Improves the employee's ability to perform the duties of his or her current classification; or
 - 2. Develops or improves the employee's ability to meet present or future workforce needs of the City.
 - 3. Allows an employee to advance within the department; or

4. If it is a requirement for a degree which has been determined to be job-related.

- (c) Reimbursement for correspondence courses¹ will be permitted only with the express approval of the Chief of Training if a classroom course is not available in a local college or university. To qualify for reimbursement, correspondence courses must be given for credit by an accredited college or university as determined by the Chief of Training.
- (d) Reimbursement for courses taken on line² will be permitted only if given for credit by an accredited college or university as determined by the Chief of Training.
- (e) Reimbursement for costs of taking an examination for college credit will be permitted on the same basis as taking a course, provided that the examination is given for credit by an accredited college or university as determined by the Chief of Training.
- (f) Reimbursement for costs associated with licensure or certification review courses program will be permitted on the same basis as taking a course.

16.6 Expenses and Reimbursements

- (a) All courses at or below the 3000 level will be reimbursed at the rate actually paid by the student or the FCCJ rate, whichever is lower. All courses at the 3000 level or above will be reimbursed at the rate actually paid by the student, or the University of North Florida (UNF) rate whichever is lower. Courses taken at private institutions, which do not correspond with course levels in the community college or state university system, will default to the FCCJ rate. It will be the responsibility of the student to demonstrate to the satisfaction of the Chief of Training that a course is comparable to a 3000 or higher level course and qualifies for reimbursement at the UNF rate. Only tuition expenses, including for-credit laboratory fees, will be eligible for reimbursement. Employees are required to pay for books, other fees and supplies.
- (b) Employees are responsible for payment of registration fees, tuition, and non-credit laboratory fees in accordance with established procedures.
- (c) Employees are responsible for the costs of books and materials.
- (d) Internship fees may be paid upon approval of the Chief of Training that the course is appropriate and job-related. In order to qualify for reimbursement, the employee must attain a passing grade of "C" or better.
- (e) Only reimbursement of actual tuition expenses incurred by the employee are authorized. No reimbursement is authorized when there has not been a cost to the employee, such as where the employee receives a scholarship or Veterans' Administration benefits.
- (f) Reimbursement will be in accordance with established procedures which will cover time limits for submission of requests, and required documentation.
- (g) Tuition reimbursement is limited to 18 credit hours during any one calendar year for any employee.

16.7 Apprenticeship Program

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

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

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

ARTICLE 17: JOB POSTING

- 17.1 Whenever a civil service job opening occurs that the **Employer** intends to fill by examination, the **Employer** shall publish notice of the examination schedule on all appropriate bulletin boards for ten (10) working days in the case of internal recruitment, and for five (5) days in the case of external recruitment.
- 17.2 Employees who wish to apply for the examination, including eligible employees covered by Schedule B of this Agreement, must do so in writing within the period provided above.
- 17.3 The **Employer** may assign or reassign employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him/her to qualify for future promotion.

Notes:

ARTICLE 18: REVIEW OF ASSIGNED DUTIES**18.1 WORKING OUT OF CLASSIFICATION**

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

18.2 CHANGES TO POSITION DUTIES AND RESPONSIBILITIES

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

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

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

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

Notes:

ARTICLE 19: DISCHARGE AND DISCIPLINE

- 19.1 The procedure for dismissals, demotions, and suspensions shall be as outlined in the Civil Service and Personnel Rules and Regulations. Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. 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 Section 17.11 of the Charter of the City of Jacksonville. Any action instituted under this section shall be implemented within a reasonable period of time after the event-giving rise to such disciplinary action or knowledge thereof.
- 19.2 No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause, and in no event until he/she has been furnished with a written statement of the charges and the reasons for such actions. A copy of the statement is to be sent to the **Union**. The statement will notify the employee of his/her right either to appeal the discipline to the Civil Service Board of the City of Jacksonville, or to grieve the discipline, pursuant to the provisions of Article 20 of this Agreement. No employee may use both the Civil Service Board appeal process and the grievance procedure to review the same matter.
- 19.3 Any written reprimand shall be furnished to the employee and shall outline the reason for the reprimand. The employee will be requested to sign this statement. If he/she refuses to do so, this refusal shall be noted and placed in the employee's personnel file. If the employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand, and shall not mean that the employee agrees or disagrees with the reprimand. The employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the employee's personnel file.
- 19.4 After a disciplinary 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, and shall be handled as specified in section 19.5.
- 19.5 **Personnel Records:**
- There shall be only one official personnel file for each employee which shall be maintained in the Human Resources Division unless a different location is approved by the City Chief of Human Resources. Duplicate personnel files may be established and maintained within an agency. The employee affected shall be notified as to the location of all duplicate files pertaining to him/her. A copy of any documents placed in an employee's official personnel file shall be sent to the employee. Only those disciplinary actions recorded in an employee's official personnel file may be used as the basis for progressive discipline. Employees have the right to respond to any material included in their official personnel file. Employees have the right to review their own official personnel file and any duplicate personnel files at reasonable times under supervision of the designated records custodian. When an agency head or designee, the City Chief of Human Resources, the Independent Agency Head, the courts, an arbitrator, or any statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be placed in an envelope marked "confidential" together with a letter of explanation. Provided however, that nothing in this provision shall grant any official, officer, or other person the authority to take any action not otherwise authorized.
- 19.6 **Options for Appealing Disciplinary Action:**
- (a) Any employee shall have the right to either grieve a disciplinary action pursuant to the terms of this Agreement, or to appeal the decision to the Civil Service Board.

- (b) An employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 20.
- (c) An employee who elects to appeal to the Civil Service Board shall initiate proceeding by filing a notice of appeal with the Civil Service Board. When an employee elects to appeal to the Civil Service Board, there shall be a pre-disciplinary hearing to discuss the facts and investigate the validity of the disciplinary action. For employees in the general government, the pre-disciplinary hearing shall be conducted by the Chief of Human Resources or his/her designee unless otherwise specified. For employees of the Jacksonville Sheriff's Office, the Chairperson shall be the Sheriff or his/her designee. The **Union** may be present to represent the employee, if requested by the employee. The findings from this hearing will in no way preclude an employee from appealing the discipline before the Civil Service Board in accordance with the current Civil Service and Personnel Rules and Regulations. This pre-disciplinary hearing may be waived by mutual consent.

ARTICLE 20: GRIEVANCE PROCEDURE

20.1 A grievance is defined as a claim reasonably and sensibly founded on an alleged violation of this Agreement. Any grievance filed shall refer to the provision(s) alleged to have been violated and shall adequately 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 for in Section 447.401, Florida Statutes.

20.2 Steps in the Grievance Procedure

(a) Informal Complaint Resolution (STEP I)

Any employee covered by this Agreement shall have the right to present problems or complaints orally to his/her immediate supervisor and have such problem or complaint resolved without using the formal grievance procedure. The employee's immediate supervisor should discuss and make every effort to settle a complaint or problem with fairness and justice to both the **Employer** and the employee before it develops into a written grievance. If requested by the employee, the job steward or the employee's representative will be given an opportunity to be present during the discussion. If prior to or during the informal discussion it is determined that the employee may be terminated, or suspended for five (5) working days or more, the immediate supervisor shall advise the employee of his/her right to have the job steward or other representative present during the discussion. If the complaint cannot be informally resolved, the employee may file a written grievance.

(b) STEP II

If a complaint or problem cannot be resolved informally at Step I, the aggrieved employee shall present the grievance in writing to his/her division chief. The division chief shall, within five (5) working days of receipt of the grievance, schedule a meeting to discuss the grievance with the aggrieved employee. Either the division chief or the employee may request that the designated steward be present during the meeting. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The division chief shall reach a decision and communicate it in writing to the aggrieved employee within five (5) working days from either the date the grievance was presented to the division chief, or the date the meeting to discuss the grievance was held, whichever occurs later.

(c) STEP III

If the grievance is not settled at Step II, the aggrieved employee shall, within five (5) working days, present it to the department head or his/her designee. The department head or his/her designee shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days of receipt of the written grievance, schedule a meeting between himself/herself or his designee and the aggrieved employee. The aggrieved employee may, at his/her request, be accompanied at this meeting by his/her **Union** steward. The department head shall notify the aggrieved employee of his/her decision in writing with a copy to the **Union**, not later than five (5) working days following the meeting date.

(d) STEP IV

If the grievance is not settled at Step III, the aggrieved employee shall, within five (5) working days, forward the written grievance to the chairperson of the appropriate agency. For employees in the general government, the chairperson shall be the Chief of Human Resources or his/her designee unless otherwise specified. For employees of the Jacksonville Sheriff's

Office, the chairperson shall be the Sheriff or his/her designee. Such designee of the Sheriff shall be at the level of Director or above, but shall not be the same Director who heard the grievance at Step III. The appropriate agency chairperson shall meet with the aggrieved employee and/or his/her designated representative within ten (10) working days after receipt of the grievance. The agency chairperson shall furnish a copy of his/her decision in writing to the aggrieved employee, with a copy to the **Union**, within five (5) working days after the meeting. If the grievance is not resolved after receipt of the written decision in Step IV, then the **Union**, or the employee may request in writing within thirty (30) working days that the grievance be submitted to impartial arbitration.

20.3 **Rules for Grievance Processing:**

- (a) A grievance must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his/her immediate supervisor (Step I) within five (5) working days after he/she has or reasonably should have had knowledge of the grievance.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.
- (c) A grievance shall be dated and signed by the aggrieved employee presenting it. The **Employer's** representative at each step shall provide the employee with a written decision, signed and dated by the representative.
- (d) When a written grievance is presented, the **Employer's** representative shall acknowledge receipt and the date thereof in writing.
- (e) A grievance not advanced to the next step within the time limit provided shall be deemed withdrawn and settled on the basis of the decision most recently given. Failure on the part of the **Employer's** representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.
- (f) In computing time limits under this article, "working days" shall mean Monday through Friday, excluding authorized paid holidays. Working days are not determined by any individual employee's work schedule. Authorized paid holidays are those listed in Article 21.1, except for the Special Leave Day.
- (g) The **Union** will provide grievance forms which shall be consistent with the procedures established by this Agreement. When a grievance is reduced to writing, the employee shall set forth in the space provided on the grievance form all of the following information:
 - 1. A complete statement of the grievance and facts upon which it is based.
 - 2. The section or sections of this Agreement claimed to have been violated.
 - 3. The remedy or correction requested.
- (h) When the settlement of any grievance includes a retroactive adjustment, such adjustment shall be limited to sixty (60) calendar days prior to the date of the filing of the grievance. This shall include claims that an employee was in a higher classification without appropriate compensation under Article 10.5.
- (i) Policy grievances filed on behalf of the **Union** shall be signed by the designated steward or

the Regional Director, and shall follow the procedures as set forth in this article.

- (j) Nothing herein shall limit the **Employer** and the **Union** from mutually agreeing to waive any or all steps in the grievance procedure in order to expedite the processing of a grievance.
- (k) The resolution of a grievance prior to an arbitration award shall not establish a precedent binding on either the **Employer** or the **Union** in other cases.

20.4 Arbitration:

- (a) If the grievance is not settled in accordance with the provisions of section 20.2, the aggrieved employee, or the **Union** may request arbitration by serving written notice of intent to arbitrate on the Chief of Human Resources or in the case of independent agencies, upon the chief executive officer or his/her designated representative, no later than thirty (30) working days after receipt of the **Employer's** response in Step IV. The notice of intent to arbitrate must be accompanied by a written statement identifying the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within thirty (30) working days, the **Employer's** Step IV answer shall be final and binding upon the aggrieved employee, the **Union**, and the **Employer**.
- (b) Upon appeal to arbitration, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of five (5) arbitrators. After the panel has been received from FMCS, the representatives of the **Union** or the employee (as the case may be) and the **Employer** shall meet and alternately strike names until one (1) arbitrator remains. The party requesting arbitration shall strike the first name. The name remaining shall be selected as the arbitrator. The **Union**, or employee may in it's written request for arbitration include the names of two (2) arbitrators, either of whom is acceptable to the **Union** or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, then the FMCS procedure will be followed. Notwithstanding the provisions of this section, an arbitrator may be mutually selected by the parties to the arbitration proceedings in a manner other than outlined above.
- (c) The arbitration hearing will be scheduled within thirty (30) working days from the date that the arbitrator is notified of his/her selection.
- (d) At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or at the request of the arbitrator. The arbitrator shall have thirty (30) working days after the hearing is concluded, or after receipt of briefs, to render his/her award and findings of fact.
- (e) The decision of the arbitrator relating to the interpretation, enforcement, or application of the provisions of this Agreement shall be final and binding on the **Employer** the **Union** and the employee. However, the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise supplement or alter the express terms of this Agreement, or usurp any authority or responsibility lawfully granted to the **Employer**.
- (f) The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or any matter which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be under oath. The arbitrator may not issue declaratory or advisory opinions, and shall be confined

exclusively to the question(s) presented to him/her, which question(s) must be actual and existing. The decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based on those findings of fact. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him/her at the arbitration hearing. The decision of the arbitrator shall be final and binding.

If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievance hereunder nor shall the arbitrator have the power to make any decision concerning such a matter.

- (g) It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and waiver of any and all rights by the appealing party and all persons it represents.
- (h) The cost and expense incurred by the arbitrator shall be shared equally by the parties involved in the arbitration proceeding. If a transcript of the proceedings is requested, the party so requesting shall pay for it. If an employee acts independently of and in disregard of the position of the **Union** in matters relating to arbitration, that employee shall pay the **Union's** share of the arbitrator's costs and expenses.

ARTICLE 21: HOLIDAYS

- 21.1 Employees in the bargaining unit shall be entitled to twelve (12) holidays with pay each year as follows:

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

*The Special Leave Day shall be arranged so as to be mutually convenient to both the employee and the **Employer**.

- 21.2 Employees shall also be entitled to a paid holiday for any day declared a holiday by ordinance of the Council or by proclamation of the Mayor.
- 21.3 When an observed holiday occurs on an 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 to compensate the employee at the employee's regular straight time rate for the holiday.
- 21.4 An employee who is required to perform work or to render services on one of the holidays listed in section 21.1 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, the employee will receive straight time pay for that day, or the **Employer** may elect to schedule the employee to take equal time off at another date, mutually agreed to.
- 21.5 A permanent, probationary, or provisional employee shall receive payment for any paid holiday unless:
- (a) He/she has an unexcused absence on the last regular workday preceding such a holiday or on the next regular work day following such holiday.
 - (b) He/she is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence.
 - (c) He/she is on leave of absence without pay.
 - (d) He/she is receiving a wage benefit from workers' compensation.
- 21.6 Those employees who work a Monday through Friday work week shall observe holidays as follows: Holidays occurring on Saturday shall be observed on Friday. Holidays occurring on Sunday shall be observed on Monday. All other employees shall observe the holidays on the day on which the holiday occurs.

- 21.7 In the event Christmas Eve falls on a Sunday, the holiday shall be observed on the following Tuesday.
- 21.8 When an official holiday is observed on a Friday, those departments operating on a six (6) day schedule, where deemed practicable, have the option to schedule the Saturday following the holiday as the regular day off for all employees for that week in order to afford those employees three (3) consecutive days off.
- 21.9 The Special Leave Day may be taken on any date during the fiscal year by mutual agreement of the employee and the division chief. The Special Leave Day shall not apply until the employee has completed probation and has become a permanent employee of the City. However, employees in classifications which have a probation period longer than six months may take the Special Leave Day after they have satisfactorily completed six months of employment. Approval of the Special Leave Day shall not be unreasonably withheld.

ARTICLE 22: BEREAVEMENT LEAVE

- 22.1 At the time of a death of a member of the employee's immediate family, an employee may be granted up to five (5) days off without loss of pay as bereavement leave, not otherwise chargeable. The **Employer** shall take into consideration the relationship of the employee to the deceased and the demands the death have placed on the employee in determining the maximum allowable bereavement leave. Immediate family, for the purposes of this article, is defined as an employee's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, step-brothers, step-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step parents, step children, and other relatives who permanently reside with the employee. Employees may use other leave for bereavement of relatives not covered by this article and this leave shall not be unreasonably denied.
- 22.2 Employees covered by this Agreement shall be granted up to four (4) hours leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker from the same department (active or retired), unless the employee is required to work to maintain system integrity.

ARTICLE 23: MILITARY LEAVE

- 23.1 Leaves of absence and re-employment rights of employees inducted into the military service shall be as described under the Uniformed Services Employment and Re-employment Rights Act of 1994 and Chapter 115, Florida Statutes.
- 23.2 Employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.
- 23.3 Leaves of absence granted as a matter of right under the provisions of section 23.2 shall not exceed 17 working days in any one annual period. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and shall be granted by the **Employer**, and when so granted shall be without loss of time or efficiency rating.
- 23.4 With respect to any officer or employee whose working day consists of a shift measured in hours, each such 12-hour shift or less shall equal one (1) working day leave of absence.
- 23.5 Employees who request time off for military leave are responsible for advising their supervisor at the earliest possible time of the dates when they are scheduled for any training assemblies which conflict with their normal work schedule.

ARTICLE 24: PERSONAL LEAVE (PLAN E)

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

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

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

Service Accrual:	Hours Accrued Per Year:
0 thru 4 years	160 hours
5 thru 9 years	184 hours
10 thru 14 years	208 hours
15 thru 19 years	232 hours
20 thru 24 years	256 hours
25 years or more	280 hours

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

24.3 Employees when eligible and authorized may use their personal leave for any reason they deem necessary as provided in section 24.4. Authorized use of personal leave shall not constitute grounds for disciplinary action.

24.4 Accrued personal leave may be taken at any time when authorized by the appropriate Supervisor. Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave of five (5) or more consecutive work days. Requests for personal leave of less than five (5) consecutive work days must be submitted as least twenty-four (24) hours in advance, unless the personal leave is for illness or emergency. In the latter case, written requests shall be submitted as soon as practicable. Scheduling of personal leave will be based on seniority and classification within the department for the first request of five (5) days or more, provided the request is submitted prior to April 15. Upon written request and with a least thirty (30) days advance notice when required, an employee taking at least two (2) weeks of authorized personal leave, may have payment for personal leave advanced to him/her on his/her last regular pay day before his/her scheduled leave.

24.5 Personal leave shall accrue to a maximum of nine hundred sixty (960) hours. The **Employer** will compensate the employee on an hour-for-hour basis for any accrued amount over nine hundred sixty (960) hours as of September 30 each year. These payments may be as early as the second pay day in November, but shall be made no later than the first pay day 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 nine hundred sixty (960) hours shall be credited to his/her retirement account in lieu of payment and up to a maximum of nine hundred sixty (960) hours in that account. (This option applies to employees hired prior to October 1, 1979.)

- 24.6 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 in the amount used and the amount accrued for that fiscal year on an hour-for-hour 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 eighty (80) hours 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.
- 24.7 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:
- (a) Upon attaining time service that is within three (3) years of normal time service retirement, the employee will be allowed at his/her option to cash in accrued leave and retirement leave account not to exceed fifteen thousand dollars (\$15,000.00) for the purpose of crediting the funds to the Deferred Compensation Program in accordance with Section 457 provisions. This provision is subject to acceptance by plan providers of the City.
 - (b) The **Employer** is undertaking a study to determine the financial feasibility of providing employees with the option of funding an employee and dependent Health Care Coverage Program through the sell back of their accrued leave/payroll deductions during their employment years.
 - (c) The **Employer** will provide a mechanism for insuring that at least one union representative participate in the feasibility study contemplated in 24.7(b) above.
- 24.8 The minimum amount of personal leave to be taken and charged shall be one half (1/2) hour.
- 24.9 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.
- 24.10 Should a holiday provided for in Article 21 of this Agreement fall within an employee's scheduled personal leave period, the holiday will not be charged against the employee's personal leave.
- 24.11 In a JSO or JFRD twenty four (24) hour-a-day seven (7) day-a-week operation an employee using personal leave for a bona fide illness must notify his/her immediate supervisor at least one (1) hour prior to the starting time for the first day that the employee is unable to report for work because of illness unless extenuating circumstances make a full hour's notice impractical. Other employees using personal leave for bona fide illness or other emergency must notify their immediate supervisor as early as reasonably possible, but in no event later than the starting time for the first day of such illness, that the employee is unable to report for work. Absences for illness under annual, vacation or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of annual, vacation or personal leave for illness, such as when leave for sickness is combined with regular days off more than three (3) times annually or when leave is used on an unscheduled basis more than six (6) times annually.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave. The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification. The examination will be conducted at **Employer's** expense. If any extended illness causes an employee to use all of his/her accrued personal leave, then such employee may use hours previously transferred to the employee's retirement account pursuant to section 24.5, as explained below.

- (a) If an employee, due to an extended continuous illness, requires eighty (80) or more working hours leave for illness, then such leave may, at the employee's option, be deducted from the personal leave days previously transferred to the employee's retirement leave account.
 - (b) If an employee has eighty (80) or less personal leave hours in his/her personal leave account, then the employee may, at the employee's option, use his/her retirement account for bona fide illness.
- 24.12 Upon termination in good standing for other than retirement purposes, the employee shall be paid for all accrued personal leave, and for eight (8) hours for every sixteen (16) hours accrued in the employee's retirement account.
- 24.13 For the purposes of this Agreement, retirement shall mean retirement pursuant to the full time service requirements or early vested retirement pursuant to the provision in the pension plans of the City or of its former governments; the accrual of Social Security for employees covered solely by Social Security, provided such employee has ten (10) years service with the City; or retirement of officers or employees of the **Employer** who have more than ten (10) years service with the City and who are covered by the Florida Retirement System. Upon retirement of an employee, said employee's personal leave account and retirement leave account shall be used or paid for on an hour-for-hour basis, up to a maximum of nine hundred sixty (960) hours in each account, under the following provisions:
- (a) Leave may be taken either immediately prior to the desired eligible retirement date, which leave may then be used for the fulfillment of time service requirements; or
 - (b) Such leave may be taken following fulfillment of time service requirements;
 - (c) Employees electing to use leave pursuant to subsections (a) and (b) may be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions, and insurance deductions;
 - (d) Requests to be placed on such leave shall be considered irrevocable;
 - (e) While on such leave, an employee shall not accrue personal leave but shall be paid for legal holidays, and shall be eligible for any general salary increases;
 - (f) If the employee elects not to take leave, the leave account will be paid for in one lump sum, on an hour-for-hour basis.
- 24.14 Upon the death of an employee, the employee's next of kin or estate, as determined in accordance with law, shall be paid for all accrued personal and retirement leave on the basis of eight (8) hours pay for each eight (8) hours in said accounts.
- 24.15 When an employee who has approved scheduled leave time is transferred to another organizational unit or work location, management in the new location shall give due consideration to the employee's planned leave time.
- 24.16 The **Employer** and the **Union** agree to comply with the City's Human Resources policy on leave/sick leave donations.

ARTICLE 25: PERSONAL LEAVE PLAN H

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

25.2 Method of Earning and Accruing Personal Leave:

- (a) Employees shall accrue personal leave with pay for straight time hours worked in accordance with the following schedule:

Upon Completion of Continuous Service	Hours Accrued Per Year
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 25.2(a) on a bi-weekly basis. The leave shall be credited on the last day of the pay period.
- (d) The rate of accrual shall change to the higher rate at the start of the pay period in which the employee's adjusted service date falls.

25.3 Personal leave shall accrue to a maximum of four hundred and eighty (480) hours. Accrued and unused personal leave over four hundred and eighty (480) hours will be forfeited, except if applied in accordance with the provisions of section 25.4 below.

25.4 There shall also be established a Critical Emergency Leave Bank (CELB). Any accrual over the maximum four hundred eighty (480) hours allowed in the regular Personal Leave Account pursuant to section 25.4 may be credited to the CELB account up to a maximum of seven hundred twenty (720) hours. To transfer excess time to the CELB, those employees with accrual over four hundred eighty (480) hours in the Personal Leave Account on September 30 each fiscal year, shall execute a transfer option immediately after the close of the fiscal year, but no later than October 31. The CELB account shall be used as follows:

- (a) The CELB shall only be used for critical emergency illness. A critical emergency illness is defined as any incapacitating emergency illness requiring hospitalization and/or a recuperation period documented by a certified physician and/or hospital.
- (b) The CELB shall only be used for a critical illness of more than eighty (80) consecutive hours of the employee or member of his/her immediate family. Immediate family is defined as: spouse, children, stepchildren, and any relative who permanently resides with the employee.
- (c) Upon resignation, termination, or retirement, there shall be no compensation for the accrued leave in the CELB.

- 25.5 Employees when eligible and authorized as provided in section 25.6 through 25.9, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave days earned.
- 25.6 Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave requests of five (5) or more consecutive working/shift days. Requests for personal leave of less than five (5) consecutive working/shift days must be submitted in writing for approval at least twenty-four (24) hours in advance, unless the personal leave is for illness or emergency. In the latter case, written requests shall be submitted as soon as practicable. These advance notice requirements may be waived by the division chief. Requests for leave of any nature, as provided for above, shall not be unreasonably denied.
- 25.7 The minimum amount of personal leave to be taken and charged shall be one half (1/2) hour. Personal leave will be charged only against an employee's regular workday, and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime, or holidays.
- 25.8 Should a legal holiday fall within an employee's scheduled personal leave period, no personal leave time will be charged for the holiday.
- 25.9 In a JSO or JFRD twenty four (24) hour a day seven (7) day a week operation, an employee using personal leave for a bona fide illness must notify his/her immediate supervisor at least one (1) hour prior to the starting time for the first day that the employee is unable to report for work because of illness unless extenuating circumstances make a full hour's notice impractical. Other employees must notify their supervisor as early as possible, and no later than thirty (30) minutes before starting time, the first day the employee is unable to report for work. Absences for illness under annual, vacation or personal leave conditions may be subject to investigation. (This section is not intended to require an employee to provide a physician's certified statement of illness after each absence. It is intended to correct suspected abuse of annual, vacation or personal leave for illness, such as when leave for sickness is combined with regular days off more than three (3) times annually or when leave is used on an unscheduled basis more than six (6) times annually.) An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave. The employee will notify the supervisor of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. The **Employer** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required by the employee's classification. This examination may be conducted on the **Employer's** time and the **Employer** will pay for the medical and/or psychological exam costs incurred. A doctor's certificate may be required for personal leave used for sick leave or injury.
- 25.10 Upon retirement (including vesting under the pension law) of an employee, the employee shall be paid for all unused accrued personal leave on an hour-for-hour basis.
- 25.11 Upon termination of an employee for other than retirement, the employee shall be paid for seventy five percent (75%) of all unused personal leave on an hour-for-hour basis.
- 25.12 When an employee who has approved scheduled leave time is transferred to another organizational unit or work location, management in the new location shall give due consideration to the employee's planned leave time.
- 25.13 The **Employer** and the **Union** agree to comply with the City's Human Resource policy on leave/sick leave donations.

ARTICLE 26: ALCOHOL & DRUG ABUSE POLICY AND PROCEDURES

Introduction: The Union and the City hereby jointly express their commitment to a Drug-Free Workplace for the health and safety of employees and citizens of the City of Jacksonville. In accordance with this commitment, the parties support a policy of Zero Tolerance for Alcohol and Drug Abuse and further agree that employees violating this policy can and will be disciplined up to and including termination.

26.1 Definitions:

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

26.2 Circumstances When Testing May be Required.

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

- (a) As part of the initial screening process for employment applicants.
- (b) As required by the Federal Highway Administration, Department of Transportation, Omnibus Transportation Employee Testing Act of 1991 (OTETA).
- (c) When an employee is promoted; provided that only the employee selected for promotion shall be tested; and provided further that a drug test under this subsection shall not be conducted if the employee promoted has had a negative drug test within the past six (6) months.
- (d) When two managerial and/or supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of alcohol or illegal drugs while on duty, or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public, and the basis for the reasonable suspicion is communicated to a **Union** representative; provided that if, after reasonable efforts, the supervisory/managerial employees are unable to contact a **Union** representative within one (1) hour, the employee may be required to submit to testing.
- (e) When an employee who is operating a city vehicle, or operating any vehicle while on City business, is involved in an accident involving personal injury or property damage which could result in liability of, or loss to, the **Employer**.

- (f) At any time within one year after an employee has been counseled or otherwise disciplined because of a problem with alcohol or illegal drugs, or within one year after an employee has tested positive for the presence of alcohol or illegal drugs. No employee shall be tested more than one time per year under this provision, unless a rehabilitation or aftercare program specifies more frequent testing.
- (g) As part of a Random Drug and Alcohol Testing Program applicable to employees in safety-sensitive positions in accordance with criteria set forth in Appendix C. Management's designation of a position as "safety-sensitive" shall be subject to appeal to the Chief of Human Resources, or designee, whose decision may be subject to arbitration. An employee who disputes the safety-sensitive designation of his or her position shall be required to submit a sample in accordance with testing procedures but the results of the test shall be sealed until the dispute has been resolved.
- (h) In determining a position to be "safety sensitive", consideration will be given to "safety sensitive," as defined in Chapter 112, Florida Statutes.

26.3 Testing Procedures.

- (a) When an employee is required to provide specimens for these testing procedures, the employee shall be required to provide one specimen (large enough to provide two (2) separate samples) at the time of collection in order to facilitate the testing procedures described in this section. The **Employer** shall follow chain of custody procedures consistent with the DHHS and/or OTETA Guidelines.
- (b) The threshold level or cut-off limit shall be established in accordance with the DHHS and/or OTETA Guidelines, or in accordance with generally accepted medical procedures, where such limits have not been established by the DHHS or OTETA Guidelines.
- (c) The City shall notify the **Union** of the specific procedures to be utilized in the drug testing program, including the site(s) where specimens will be collected, in advance of implementing the program.
- (d) The **Employer** shall observe the following procedures to the extent that they are not inconsistent with the DHHS and/or OTETA Guidelines:
 1. The **Employer** shall submit the first of the samples to an immunochemical assay or radio-immunoassay test or currently acceptable DHHS Guideline test. If the results of this test are negative, no further testing will be required.
 2. If the results of the initial test provided for in Section 26.3(d)1 are positive, the **Employer** will submit the sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method or other method specified by DHHS Guidelines to verify the initial test results. The **Employer** will not notify any person about the initial positive result, until it has been confirmed as provided for in this section.
- (e) If the results of the second test for illegal drugs that is provided for in Section 26.3(d) 2 are positive, as confirmed by a qualified medical review officer, the **Employer** shall promptly notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing.
- (f) Employees who are tested on the basis of reasonable suspicion will, depending on the nature of their job duties, be returned to their job, assigned to a different work location, or placed on administrative leave with pay pending receipt of the test results.
- (g) When testing is performed under the auspices of the Omnibus Transportation Employee Testing Act

of 1991, the Federal protocol must be followed.

26.4 Rehabilitative Action

- (a) If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the **Employer** may take rehabilitative action as provided for in this section.
- (b) The **Employer** may require an employee who has tested positive for the presence of illegal drugs to submit to counseling, or other rehabilitative treatment as a condition of continued employment.
- (c) This section shall not be construed to limit the **Employer's** right to take appropriate corrective or disciplinary action when an employee tests positive for the presence of alcohol or illegal drugs.

26.5 Corrective Action

- (a) If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the **Employer** may take corrective or disciplinary action in addition to requiring the employee to submit to rehabilitative treatment.
- (b) Any employee who refuses to submit to substance abuse testing as required by this article, shall be subject to discipline, up to and including discharge from his employment.

- 26.6 (a) The **Employer** will pay the cost of any physical examinations and tests required by this article.
- (b) Physical examinations and/or specimens required by this article will normally be obtained while the employee is on duty. If an employee is required to submit to examinations or testing other than during normal duty hours, the employee shall be paid for all time required for the examination and/or testing.
- (c) The physical examinations and tests will be performed by personnel and facilities selected by the **Employer** in accordance with DHHS guidelines.
- (d) Employees who are required by this article to take a physical examination or test shall be required to sign an authorization releasing the records of such examinations and tests to the **Employer**.
- (e) The **Employer** will, to the extent permitted by law, keep the results of any testing required by this article confidential. Furthermore, any results of positive testing which the **Employer** later determines have been refuted shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

26.7 Training

- (a) **Employer** and **Union** representatives (all local **Union** officers and stewards) shall receive training to ensure that they understand their roles and responsibilities in implementing this article. Training will be conducted during normal working hours. Trainers will be experts in the drug abuse/treatment field.
- (b) Such training shall include behavioral observation techniques for detecting reduced job performance, and the impairment or change in employee behavior; techniques for recognizing drugs, drug paraphernalia, and the indications of the use, sale, or possession of drugs; alcohol abuse; and the procedures for referral to the employee assistance program.
- (c) The lack of such training by a manager/supervisor shall not automatically disqualify a manager/supervisor from making a "reasonable suspicion" determination.

- 26.8 It is understood that, except for V. Drug Screening Program B.2, employees in the Sheriff's Office shall be subject to General Order G.O. XV.3 Drug Screening Program, September 2, 1997.
- 26.9 This alcohol and drug testing program was initiated at the request of the **Employer**. The **Union** participated only to the extent of protecting the rights of workers arising from the administration of the alcohol and drug testing program.

ARTICLE 27: LIMITED EMERGENCY

27.1 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.
- (b) Employees designated essential to the operation who reported to work shall be paid in accordance with Article 9.

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

- (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.

27.2 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.

27.3 During a declaration of emergency by the Mayor, Sheriff or Governor, or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notification, scheduling and shift assignment requirements may be suspended during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 28: 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 29: RESIDUAL RIGHTS CLAUSE

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

ARTICLE 30: TOTAL QUALITY PARTNERSHIP

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

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

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

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

ARTICLE 31: VOTING

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

ARTICLE 32: ENTIRE AGREEMENT

- 32.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the **Employer** and the **Union** voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, this section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 32.2 Except as otherwise provided in the Agreement, this Agreement shall go into effect on October 1, 2004, and shall remain in effect through September 30, 2007.
- 32.3 It is the parties' intention during the life of the current agreement to study existing leave plans for members of this bargaining unit and to bring to the table in the next negotiations substantive proposals to make improvements and address problems identified in the existing system. To assist in these efforts, the parties agree to conduct a workshop attended by City representatives and an equal number of Union representatives. The Chief of Human Resources or his/her designee shall chair the workshop. It shall be the function of this workshop to make a study of leave plan features and to report such findings to the **Employer**.

**AFSCME, COUNCIL 79
BARGAINING UNIT
APPENDIX A**

CLASS CODE	CLASS TITLE	PAY GRADE
Z0001	A&P MECHANIC INSPECTOR	1513
Z0002	A&P MECHANIC WORKING SUPERVISOR	1514
C0001	ABSTRACT CLERK	1510
A0001	ACCOUNT CLERK I	1507
A0006	ACCOUNT CLERK	1509
A0011	ACCOUNT TECHNICIAN	1510
Z0026	AIR CONDITIONING & HEATING OPERATOR	1509
Z0013	AIR CONDITIONING & HEATING TECHNICIAN	1512
T0027	ANIMAL ADOPTIONS/RESCUE COORDINATOR	1512
T0016	ANIMAL CARE AND CONTROL OFFICER	1508
T0021	ANIMAL CARE AND CONTROL OFFICER SENIOR	1509
F0026	ASSISTANT PROGRAMMER	1512
Z0061	AUTOMOBILE AND TRUCK TECHNICIAN	1511
Z0076	AUTOMOBILE AND TRUCK TECHNICIAN CREW LEADER	1512
C0167	AUTO PARTS CLERK	1508
C0206	AUTO PARTS LEAD WORKER	1511
Z0043	AUTOBODY REPAIRMAN LEADERMAN	1512
O0001	AUTOPSY TECHNICIAN	1508
N0070	AUTOPSY TECHNICIAN SENIOR	1511
D0030	BINDERY WORKER	1508
N0001	BOOKMOBILE DRIVER	1507
L0061	BUILDING AND ZONING CODE ENFORCEMENT INSPECTOR	1512
L0062	BUILDING AND ZONING CODE ENFORCEMENT INSPECTOR SR	1513
L0070	BUILDING PLANS EXAMINER	1514
V0042	BUYER	1513
V0043	BUYER ASSISTANT	1510
D0231	CANNING CENTER LEAD WORKER	1507
D0230	CANNING CENTER WORKER	1504
Z0116	CARPENTER	1509
C0026	CLERICAL SUPPORT AIDE I	1505
C0081	CLERICAL SUPPORT AIDE II	1507
C0141	CLERICAL SUPPORT AIDE III	1509
C0143	CLERICAL SUPPORT SPECIALIST	1511
L0049	CODE ENFORCEMENT INSPECTOR	1511
L0051	CODE ENFORCEMENT OFFICER	1513
L0065	CODE ENFORCEMENT OFFICER SENIOR	1514
W0043	COMMUNITY ACTIVITIES COORDINATOR	1512
W0038	COMMUNITY CENTER SUPERVISOR ASSISTANT	1511
F0016	COMPUTER OPERATOR I	1508
F0021	COMPUTER OPERATOR II	1510
F0010	COMPUTER SUPPORT SPECIALIST I	1507
F0011	COMPUTER SUPPORT SPECIALIST II	1509
L0026	CONSTRUCTION INSPECTOR	1513
L0200	CONSTRUCTION TRADES INSPECTOR	1514

CLASS CODE	CLASS TITLE	AFSCME
		PAY GRADE
L0202	CONSTRUCTION TRADES INSPECTOR SENIOR	1515
L0073	CONSTRUCTION TRADES PLANS EXAMINER	1515
B0276	CONSUMER AFFAIRS INVESTIGATOR	1512
L0001	CONTRACT COMPLIANCE INSPECTOR	1513
D0035	COPY CENTER OPERATOR	1508
C0087	COURT OPERATIONS SPECIALIST	1512
C0092	COURT RECORDS AIDE	1508
C0093	COURT RECORDS AIDE SENIOR	1509
E0023	CUSTODIAN I	1503
B0265	CUSTOMER SERVICE REPRESENTATIVE	1509
B0268	CUSTOMER SERVICE REPRESENTATIVE SENIOR	1510
D0034	DOCUTECH OPERATOR	1509
G0046	DRAFTER	1511
D0233	DUPLICATING EQUIPMENT OPERATOR	1507
C0271	ELECTIONS AIDE	1510
T0012	EMERGENCY PREPAREDNESS SPECIALIST	1512
C0108	EMPLOYEE BENEFITS AIDE	1510
C0090	EMPLOYEE BENEFITS ASSISTANT	1512
G0091	ENGINEERING AIDE	1509
Y0034	EQUAL OPPORTUNITY AIDE	1511
Z0221	EQUIPMENT OPERATOR I	1507
Z0231	EQUIPMENT OPERATOR II	1510
Z0209	EQUIPMENT MAINTENANCE TECHNICIAN	1509
T0270	FINGER PRINT TECHNICIAN TRAINEE	1510
T0272	FINGER PRINT TECHNICIAN	1511
T0165	FIRE / RESCUE COMMUNICATIONS OFFICER	1509
Z0062	FIRE/RESCUE VEHICLE & EQUIPMENT TECHNICIAN	1511
U0113	FLEET COORDINATOR	1513
Z0276	FLEET FUEL AND ENVIRONMENTAL TECHNICIAN	1511
Z0263	FLEET SERVICES DRIVER	1510
Z0273	FLEET GENERAL SERVICES TECHNICIAN	1507
Z0275	FLEET PREVENTATIVE MAINTENANCE TECHNICIAN	1510
Z0063	FLEET SERVICE WRITER	1508
Z0067	FLEET SERVICE WRITER SENIOR	1510
Z0263	FLEET SERVICES DRIVER	1510
N0072	FORENSIC INVESTIGATOR	1513
Z0354	FORKLIFT MECHANIC	1511
Z0271	GENERAL SERVICES TECHNICIAN	1505
Z0306	GENERAL REPAIRMAN	1508
F0143	GIS TECHNICIAN I	1509
D0075	GRAPHIC ARTS TECHNICIAN	1511
E0074	GREENHOUSE WORKER	1506
Z0078	HEAVY VEHICLE TECHNICIAN CREW LEADER	1512
Z0072	HEAVY OFF-ROAD EQUIPMENT TECHNICIAN	1511
Z0071	HEAVY VEHICLE TECHNICIAN	1511
Z0315	HELPER	1503
P0147	HOUSING REHABILITATION SPECIALIST	1514

CLASS CODE	CLASS TITLE	AFSCME
		PAY GRADE
B0203	HUMAN RESOURCES AIDE	1510
T0029	HUMANE INVESTIGATOR	1513
Z0550	IRRIGATION TECHNICIAN	1511
P0151	LABOR STANDARDS ASSISTANT	1512
O0082	LABORATORY TECHNICIAN	1512
R0052	LAND MANAGEMENT AGENT	1513
R0054	LAND MANAGEMENT AGENT ASSISTANT	1512
R0053	LAND MANAGEMENT AGENT SENIOR	1514
G0116	LAND SURVEY WORKER	1507
G0106	LAND SURVEY WORKER SENIOR	1509
U0077	LANDSCAPE PLANS EXAMINER	1514
U0083	LANDSCAPE WORKER I	1503
U0082	LANDSCAPE WORKER II	1505
N0008	LIBRARY ASSISTANT	1510
N0002	LIBRARY MATERIALS CLERK	1507
N0003	LIBRARY SUPPLY COORDINATOR	1509
L0081	LICENSE INSPECTOR	1512
Z0049	LIGHT ENGINE MECHANIC LEADERMAN	1512
Z0048	LIGHT ENGINE MECHANIC	1511
D0036	LITHOGRAPHIC PRESS OPERATOR I	1510
D0032	LITHOGRAPHIC PRESS OPERATOR II	1512
Z0356	MACHINIST	1511
Z0355	MACHINIST/ FLUID POWER MECHANIC	1511
Z0361	MACHINIST LEADERMAN	1512
Z0391	MAINTENANCE ELECTRICIAN	1512
Z0393	MAINTENANCE ELECTRICIAN LEADWORKER	1513
Z0405	MAINTENANCE MECHANIC	1509
L0088	MECHANICAL INSPECTOR	1514
C0335	MEDICAL TRANSCRIPTIONIST	1509
Z0044	METAL & FIBERGLASS FABRICATOR	1511
F0023	MICROCOMPUTER SPECIALIST I	1511
F0024	MICROCOMPUTER SPECIALIST II	1513
F0025	MICROCOMPUTER SPECIALIST III	1514
C0294	MICROGRAPHICS ASSISTANT	1505
C0293	MICROGRAPHICS TECHNICIAN	1507
P0116	MOSQUITO CONTROL INSPECTOR	1508
P0109	MOSQUITO CONTROL SPRAYER	1506
L0092	MOTOR VEHICLE INSPECTOR	1510
P0028	OCCUPATIONAL HEALTH AIDE	1509
Z0481	PAINTER	1508
Z0496	PAINTER LEAD WORKER	1509
Z0436	PARK MAINTENANCE WORKER I	1503
Z0413	PARK MAINTENANCE WORKER II	1505
Z0415	PARK MAINTENANCE WORKER III	1507
T0226	PARKING ENFORCEMENT SPECIALIST	1509
T0231	PARKING EQUIPMENT MECHANIC	1507
T0211	PARKING FACILITY OPERATOR	1506
C0160	PERMIT ASSISTANT	1510
B0201	PERSONNEL CLERK	1510
P0122	PILOT – A&P MECHANIC	1513

CLASS CODE	CLASS TITLE	AFSCME PAY GRADE
P0144	PLANNING TECHNICIAN	1513
Z0556	PLUMBER	1512
Z0551	PLUMBER HELPER	1509
T0161	POLICE EMERGENCY COMMUNICATIONS OFFICER	1512
T0167	POLICE EMERGENCY COMMUNICATIONS OFFICER I	1509
T0162	POLICE EMERGENCY COMMUNICATIONS OFFICER II	1510
T0296	POLICE GRAPHIC ARTS TECHNICIAN	1508
T0297	POLICE GRAPHIC ARTS TECHNICIAN SENIOR	1508
T0310	POLICE PHOTOGRAPHER	1511
T0276	POLICE SERVICES TECHNICIAN I	1509
T0277	POLICE SERVICES TECHNICIAN II	1510
D0047	PRINTING COORDINATOR	1512
W0134	PROGRAM AIDE	1507
F0026	PROGRAMMER ASSISTANT	1512
F0028	PROGRAMMER	1513
R0028	PROPERTY FIELD REPRESENTATIVE	1512
R0071	PROPERTY RECORDS CLERK	1509
W0071	RECREATION LEADER	1508
W0076	RECREATION LEADER SENIOR	1510
C0201	REVENUE COLLECTOR II	1509
C0202	REVENUE COLLECTOR III	1510
D0026	ROTARY PRESS OPERATOR	1510
Y0099	SOCIAL SERVICES AIDE	1511
E0112	SECURITY GUARD	1507
W0131	SERVICES COORDINATOR	1510
Z0475	SIGN PAINTER	1509
U0202	SIGN SHOP OPERATOR	1508
D0096	SENIOR INFORMATION SPECIALIST	1511
O0083	SENIOR LABORATORY TECHNICIAN	1513
C0121	STOCK CLERK	1507
V0053	SURPLUS PROPERTY COORDINATOR	1511
F0033	TELECOMMUNICATIONS LEAD TECHNICIAN	1513
F0034	TELECOMMUNICATIONS NETWORK SPECIALIST	1514
F0041	TELECOMMUNICATIONS SERVICE REPRESENTATIVE	1508
F0031	TELECOMMUNICATIONS TECHNICIAN	1511
F0032	TELECOMMUNICATIONS TECHNICIAN SENIOR	1512
U0203	TRAFFIC AIDE	1507
U0204	TRAFFIC ENGINEERING AIDE	1509
U0201	TRAFFIC SIGN INSTALLER	1507
U0197	TRAFFIC SIGNAL REPAIRER	1511
U0250	TRAFFIC SIGNAL SYSTEMS OPERATOR	1513
U0196	TRAFFIC SIGNAL TECHNICIAN	1512
U0199	TRAFFIC SIGNAL TRAINEE	1509
W0133	TRANSPORTATION COORDINATOR	1510
C0088	TRIAL CLERK	1512
Z0646	TRUCK DRIVER	1505
D0037	TYPESETTING & GRAPHICS SPECIALIST	1512
Z0646	UTILITY LEADERMAN	1507
Z0660	UTILITY WORKER	1503
Z0041	VEHICLE BODY TECHNICIAN	1511
B0063	VEHICLE COORDINATOR	1512

CLASS CODE	CLASS TITLE	AFSCME PAY GRADE
Y0121	VETERANS SERVICE OFFICER	1511
T0023	VETERINARY TECHNICIAN	1511
B0233	VOCATIONAL TRAINING SPECIALIST	1513
W0130	VOLUNTEER COORDINATOR	1512
B0056	VOTING EQUIPMENT CENTER TECHNICIAN	1511
B0064	WARRANTY SPECIALIST	1510
Z0681	WELDER	1511
Z0691	WELDER LEAD WORKER	1512
C0107	WORKERS' COMPENSATION ASSISTANT	1511
T0401	ZONING ASSISTANT	1512
L0069	ZONING ENFORCEMENT SPECIALIST	1514

AFSCME SALARY SCHEDULE 10/1/04		
PAY GRADE	START RATE	MAXIMUM RATE
1503	\$ 1,297.77	\$ 2,319.79
1504	\$ 1,350.24	\$ 2,413.59
1505	\$ 1,407.96	\$ 2,516.83
1506	\$ 1,470.97	\$ 2,629.50
1507	\$ 1,544.43	\$ 2,760.78
1508	\$ 1,633.64	\$ 2,920.37
1509	\$ 1,733.39	\$ 3,098.68
1510	\$ 1,843.68	\$ 3,295.72
1511	\$ 1,974.84	\$ 3,530.27
1512	\$ 2,127.07	\$ 3,802.38
1513	\$ 2,300.38	\$ 4,112.10
1514	\$ 2,499.78	\$ 4,468.64
1515	\$ 2,730.80	\$ 4,881.47

AFSCME SALARY SCHEDULE 10/1/05		
PAY GRADE	START RATE	MAXIMUM RATE
1503	\$ 1,333.45	\$ 2,395.18
1504	\$ 1,387.38	\$ 2,492.03
1505	\$ 1,446.67	\$ 2,598.63
1506	\$ 1,511.42	\$ 2,714.96
1507	\$ 1,586.90	\$ 2,850.51
1508	\$ 1,678.56	\$ 3,015.29
1509	\$ 1,781.06	\$ 3,199.39
1510	\$ 1,894.38	\$ 3,402.83
1511	\$ 2,029.15	\$ 3,645.00
1512	\$ 2,185.57	\$ 3,925.96
1513	\$ 2,363.64	\$ 4,245.74
1514	\$ 2,568.52	\$ 4,613.87
1515	\$ 2,805.90	\$ 5,040.12

AFSCME SALARY SCHEDULE 10/1/06		
PAY GRADE	START RATE	MAXIMUM RATE
1503	\$ 1,370.12	\$ 2,485.00
1504	\$ 1,425.53	\$ 2,585.48
1505	\$ 1,486.46	\$ 2,696.08
1506	\$ 1,552.99	\$ 2,816.77
1507	\$ 1,630.54	\$ 2,957.40
1508	\$ 1,724.72	\$ 3,128.36
1509	\$ 1,830.04	\$ 3,319.37
1510	\$ 1,946.47	\$ 3,530.43
1511	\$ 2,084.95	\$ 3,781.69
1512	\$ 2,245.67	\$ 4,073.18
1513	\$ 2,428.64	\$ 4,404.96
1514	\$ 2,639.16	\$ 4,786.89
1515	\$ 2,883.06	\$ 5,229.12

APPENDIX B - PREAMBLE

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

ARTICLE B-1: ARTICLES ADOPTED BY REFERENCE

The current provisions of Articles *1 through 8, 14, 20, 25, 26, 27, 28, 29, and 32* of the Agreement reached between the City of Jacksonville and the American Federation of State, County and Municipal Employees, Florida Council 79, (the Agreement) are hereby adopted by reference and made a part hereof.

ARTICLE 1:	UNION RECOGNITION
ARTICLE 2:	UNION SECURITY
ARTICLE 3:	UNION RIGHTS
ARTICLE 4:	MANAGEMENT SECURITY
ARTICLE 5:	MANAGEMENT RIGHTS
ARTICLE 6:	SPECIAL MEETINGS
ARTICLE 7:	UNION ACTIVITY
ARTICLE 8:	BULLETIN BOARDS
ARTICLE 14:	SAFETY AND HEALTH
ARTICLE 20:	GRIEVANCE PROCEDURE
ARTICLE 25:	PERSONAL LEAVE PLAN H
ARTICLE 26:	ALCOHOL & DRUG ABUSE POLICY AND PROCEDURES
ARTICLE 27:	LIMITED EMERGENCY
ARTICLE 28:	SEVERABILITY
ARTICLE 29:	RESIDUAL RIGHTS CLAUSE
ARTICLE 32:	ENTIRE AGREEMENT

ARTICLE B-2: GRIEVANCES AND SEPARATIONS**B-2.1 Grievance Procedure**

- (a) No eligible employee has a right to the Civil Service complaint/grievance procedure. The sole procedure available to eligible employees shall be the Article 20 grievance procedure.
- (b) Eligible employees may not grieve separations from employment. Eligible employees are at-will employees and may be separated from employment at any time and for any reason.
- (c) Eligible employees who are separated for documented cause may elect to request a pre-termination hearing. The purpose of the hearing shall be to discuss the facts and investigate the validity of the termination. For employees in the general government, the pre-termination hearing shall be conducted by the Chief of Human Resources or his/her designee unless otherwise specified. For employees of the Jacksonville Sheriff's Office, the Chairperson shall be the Sheriff or his/her designee. The **Union** may represent the employee, if requested by the employee. The Chairperson or his/her designee shall render a non-appealable decision affirming, modifying or denying the proposed termination.

B-2.2 Separations

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

ARTICLE B-3: HOLIDAYS

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

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

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

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

ARTICLE B-4: HOURS OF WORK AND OVERTIME PAYMENT**B-4.1 SCHEDULES**

Eligible employees' work schedules shall be set at the sole discretion of the appropriate department director.

B-4.2 OVERTIME

(a) Eligible employees shall be required to work overtime when and as required. The department director or his/her designated representative shall determine the necessity for overtime hours and the composition of the workforce. In order to fairly distribute the benefit of compensable overtime hours among the work-force, the **Employer** shall provide, as far as practicable, equal distribution of overtime hours among permanent and eligible employees.

(b) Eligible employees shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of 40 hours per week. All compensated time shall be included when calculating the forty (40) hour threshold.

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

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

ARTICLE B-5: WAGES

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

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

- 2.75% effective October 1, 2004;
- 2.75% effective October 1, 2005 and
- 2.75% effective October 1, 2006.

One -Time Payments:

FY 2004/2005: In addition, all active members of the bargaining unit who were employed on October 1, 2004 shall receive a cash bonus of 0.25% upon ratification of this Agreement. This cash bonus shall not be added to the employees' base pay.

Performance-Based Pay Increases

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

1. Effective October 1, 2005, a performance pool budget will be established equal to ½% of the base pay payroll for the bargaining unit.
2. Effective October 1, 2006, a performance pool budget will be established equal to 1/2% of the base pay payroll for the bargaining unit.

The performance pool will be distributed as follows:

3. Bargaining unit members who received ratings of "Exemplary Performance" (Level 4) and "Distinguished Performance" (Level 5) will participate in the pool.
4. Employees whose performance is rated as "Distinguished" will be paid 120% of the amount paid to employees whose performance is rated "Exemplary."
5. Actual amounts received by employees will be dependent upon the number of employees rated at each performance level.
6. 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."
7. Employees who are at the maximum of the pay grade shall receive all performance pay above the maximum, that they would have received in that budget year in the form of a one time cash bonus on December 1st.

This provision is part of the piloting of the City's performance management program and as such is limited to the life of this Agreement. Granting of performance-based pay increases in addition to general increases will not continue beyond the specified term of this agreement unless specifically agreed to by both parties.

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

The **City** is committed to designing its performance measurement system and has begun a three-year process of doing so, with the objective that future negotiated pay increases for bargaining unit employees will be based upon performance, as measured by the redesigned system. Without waiving its lawful right to negotiate with the **City** over those matters affecting wages, hours, and terms and

conditions of employment, the **Union** will participate with the **City** in this process. The parties agree that effective not earlier than October 1, 2005, a combination of general pay increases and performance-based pay increases as provided above will be distributed among members of the bargaining unit.

As part of its preliminary work, the **City** has assembled a team of management and senior administrative employees from various **City** departments and agencies to identify and define core competencies, and to develop a structure for a comprehensive performance management system. Immediately upon the effective date of this Agreement, **AFSCME** shall appoint four (4) employee members to the **City's** Performance Management Development Team. Each representative will attend scheduled meetings, without loss of pay, on a regular basis and will actively participate in the development process.

The City will implement its new performance management system effective October 1, 2004 as a fully-operational pilot system. The new system will be used to evaluate employees' performance during the fiscal year 2004-2005 for the purpose of identifying substantive and/or procedural shortcomings, problems, opportunities for improvement and training needs for employees and supervisors. **AFSCME** will participate fully in the implementation and evaluation of the new system during this period, including identifying problems and developing potential solutions.

B-5.3 Shift Differential

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

B-5.4 Hazardous Duty Pay

Eligible employees covered by this Appendix who are designated as comparable to classifications entitled to receive hazardous duty pay under Article 10.12 of the Agreement will receive hazardous duty pay of fifty eight (58) cents per hour for each hour worked as provided by Article 10.12. No employee will be eligible for duplicate hazardous duty pay.

B-5.5 Incentive Program

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

ARTICLE B-6: INJURY IN LINE OF DUTY

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

Notes:

ARTICLE B-7: INSURANCE AND BENEFITS

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

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

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

B-7.3 Mileage Reimbursement

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

B-7.4 CDL License Renewal Fees

Effective October 1, 2004, the **Employer** will reimburse up to \$50.00, for the cost of obtaining or renewing a Commercial Driver's License, for all employees whose jobs require them to maintain a CDL license.

B-7.5 Safety Shoes

Effective October 1, 2004, eligible employees who are required to wear safety shoes will receive one hundred dollars (\$100.00) for the purchase of safety shoes upon completion of six (6) months of service with the Employer and in one (1) year increments thereafter.

B-7.6 Tool Allowance

- (a) Effective October 1, 2004, employees in the Fleet Management Division shall receive a quarterly tool allowance in accordance with the following schedule, provided the employee worked or was on paid leave during the quarter. The allowance shall be paid not later than the 15th day of the next month following the end of the quarter. The employee must be currently employed on the payment date in order to receive this payment.

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

- (b) Effective October 1, 2004, employees of the general government in craft classifications who meet the requirements of Section B-7.6 (a) may, at the sole discretion of the appropriate department director, with concurrence of the Chief of Human Resources, be granted a tool allowance under the same conditions described for motor pool employees.

ARTICLE: B-8: JURY AND WITNESS DUTY

An eligible employee who works less than forty (40) hours per week shall have his/her work schedule adjusted to accommodate jury and witness duty. Forty-hour employees shall be governed by the provisions of Articles 12 and 13 in the Agreement.

ARTICLE B-9: MILITARY LEAVE

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

ARTICLE B-10: BEREAVEMENT LEAVE

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

ARTICLE B-11: INTERNAL RECRUITMENT

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

ARTICLE B-12: TRANSITION TO FULL-TIME EMPLOYMENT

B-12 (a) It is the City's policy to phase out use of so-called "temporary" employees in this bargaining unit for extended periods in positions that are recognized as being of an on-going and continuous nature and expected to be required for an on-going period of indefinite duration. It is the City's intention to utilize temporary employees in this bargaining unit on a full-time basis for periods not to exceed six months for reasons including, but not limited to, special projects or replacing employees on extended leave, or to meet seasonal needs, and on an ongoing part-time basis not to exceed 50 hours per pay period. In order to progress toward this objective, the City will take the following actions no later than October 1, 2004:

1. Identify each full-time position in which an eligible employee has worked for two years or longer, and which is expected to be required for an indefinite time period. ("Full-time position" is defined as one requiring work of 40 hours per week on a regular basis.) This provision shall also apply to those Program Aide/Drivers assigned to the Community Services Department who currently work a 35 hour workweek;
2. Effective for fiscal year 2004-2005, the City will create and budget full-time allocated civil service positions to replace the functions currently performed by eligible employees for two years or longer. Such positions will be referred to as "targeted" positions and will be classified in accordance with the City's classification plan.
3. The City will fill targeted positions in accordance with established selection standards as follows:
 - a. Where the incumbent meets the open qualifications required for the position and is willing to accept the position, the incumbent shall fill the position.
 - b. Where the incumbent is not qualified for the "targeted position," or does not accept an offer of the position, it shall be filled through normal selection procedures.
 - c. Where there are multiple qualified candidates, the Human Resources Division will certify a Priority 2 eligibility list of all qualified candidates in order of seniority as a temporary employee in the department.

Nothing in this article shall authorize a temporary employee to be appointed to a civil service position if he or she does not meet the qualifications for the position. All employees appointed to civil service positions will serve the established probationary period.

4. The City will identify positions that are expected to be required for an indefinite period, but which require the services of an eligible employee for no more than an average of 25 hours per week (50 hours per pay period). Employees who work in such "part time" positions will continue to be eligible employees, covered by the Appendix of this Agreement, and shall not be expected or permitted to work more than 50 hours in any two-week pay period. Except as provided in B-12 (a), employees designated as "part-time" or "temporary" shall not be expected or permitted to work more than a total of 1300 hours in a fiscal year.

B-12 (b) During fiscal year 2004-2005, the City will continue to evaluate the need for continuation and conversion of other full-time positions filled by eligible employees for less than two years. Positions that are determined to be required for an indefinite time period shall be created, budgeted and filled in the same manner set forth above effective as of fiscal year 2005-2006.

ARTICLE B-13: MATTERS NOT ADDRESSED

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

Notes:

**APPENDIX C
SAFETY SENSITIVE POSITIONS
DEFINITIONS AND KEY**

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

Notes:

APPENDIX D

VACATION LEAVE (PLANS A AND B)

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

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

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

- 3) Employees are encouraged to take vacation leave every year. The minimum amount of vacation leave to be taken and charged shall be one half (1/2) hour.
- 4) Any portion of vacation leave which has accrued to the credit of the employee may be taken, provided no vacation leave taken shall exceed two hundred forty (240) working hours in any one (1) calendar year, except as otherwise provided. The limit of two hundred forty (240) working hours does not apply if the leave is taken immediately preceding special leave of absence without pay, or if vacation is to be used for educational purposes or for continuation of salary following an on-the-job injury after the exhaustion of other benefits, if any.
- 5) Should a holiday fall within the vacation period, the holiday will not be charged against the employee's vacation leave.
- 6) Vacation leave shall be arranged so as to be mutually convenient to both the employee and the **Employer**. Vacation leave must be scheduled consistent with the operational requirements of the **Employer**. In scheduling vacation leave, employees with seniority in a classification, within a shift, crew, section, or office, may be given preference. This seniority preference will only apply to the first vacation period selected each year. As an exception to the foregoing statement, employees who avail themselves of military leave for training purposes shall not be given preference on the initial selection of vacation periods. A vacation schedule for each division within the **Employer's** departments shall be established no later than March 31 of each calendar year. Employees who have not indicated their desired vacation period by that date shall be given preference only for later periods as they are available on a first come basis. Vacation periods may be changed by mutual consent between the employee and the division chief at any time feasible. If an employee splits his/her vacation leave, he/she will be allowed only one choice of dates, taking his/her remaining vacation leave after other employees in order of seniority in classification have exercised their choice of dates.
- 7) Notwithstanding any other provisions of this Agreement, the **Employer** shall have the unilateral and

ultimate right to alter vacation schedules for proper cause and/or emergencies that may occur. In such cases the **Employer** will reimburse the employee for any non-refundable expenses incurred, as a result of the cancellation or alteration of the employee's vacation plans.

- 8) If an employee is absent on account of sickness, injury, or disability and has used all accrued sick leave, then said employee, upon request, and at the discretion of the **Employer**, may be allowed to be placed on vacation leave status and allowed to use any accrued leave in accordance with this Agreement.
- 9) Upon written request and with at least thirty (30) days advance notice, an employee taking at least two (2) weeks or more of authorized paid vacation may have the amount of compensation due for the requested vacation period advanced to him/her on his/her last regular payday prior to the beginning of the paid vacation.
- 10) Each employee should be aware of his/her current vacation leave accrual status at all times. Each division chief will ensure that proper and accurate vacation leave records are maintained. Vacation and sick leave accrued shall be shown on the check stub, subject to clerical corrections.
- 11)
 - (a) Upon termination, other than retirement from the service of the **Employer**, the employee shall either take or be paid a lump sum payment for any unused accrued vacation leave up to a maximum of two hundred forty (240) working hours.
 - (b) Upon retirement from the service of the **Employer**, the employee retiring shall either take or be paid a lump sum payment for any unused accrued vacation leave up to a maximum amount of five hundred sixty (560) working hours in the calendar year of retirement. In any event, the maximum vacation payment or vacation usage in the calendar year of retirement shall not exceed a combined maximum total of five hundred sixty (560) hours. The option of a lump sum payment for vacation leave purposes is vested in the **Employer**. The effective date of termination in these cases must allow for the period of vacation leave to which the employee is entitled.
 - (c) An employee who is dismissed for cause may be required to forfeit all accrued leave.
 - (d) An employee who fails to give the **Employer** two (2) weeks advance notification of his/her intended resignation may be required to forfeit all vacation leave earned in the fiscal year that the employee resigned.
- 12) Employees hired before October 1, 1987 who did not elect to remain under Sick Leave Plans A and B shall be entitled to personal leave (Plan E) as outlined in Article 24.
- 13) Employees hired on and after October 1, 1987 shall be entitled to personal leave (Plan H) as outlined in Article 25.
- 14) The **Employer** and the **Union** agree to comply with the City's Human Resources policy on leave/sick leave donations.

SICK LEAVE (PLANS A AND B)

1) This article applies to all employees hired before October 1, 1968, who elected to remain under Sick Leave Plans A or B.

2) **Accrual of Sick Leave**

(a) **Rate of Accrual:**

1. Full-time employees who are paid for eighty (80) hours bi-weekly shall accrue 4.6152 hours of sick leave bi-weekly (120 hours per year).
2. Employees who are paid for less than eighty (80) hours bi-weekly shall accrue .0576 hours of sick leave for every hour worked, up to a maximum of one hundred twenty (120) hours per year.
3. In calculating sick leave accrual, vacation leave, holiday leave, paid sick leave, annual military training leave, and leave while on the active payroll due to an on-the-job injury, shall be construed as time worked.

(b) There is no limit to the amount of sick leave days that may be accrued.

3) **Terminal Leave Benefit**

At the time of their retirement, employees shall receive terminal leave pay based upon their use of sick leave during the twenty (20) years immediately prior to the employee's retirement, in accordance with the following schedule:

- (a) four (4) months' pay when ten percent (10%) or less sick leave has been used;
- (b) three (3) months' pay, when less than twenty percent (20%) but more than ten percent (10%) sick leave has been used;
- (c) two (2) months' pay when less than thirty percent (30%) but more than twenty percent (20%) sick leave has been used;
- (d) one month's pay when more than thirty percent (30%) of sick leave has been used.

4) **Use of Sick Leave**

- (a) Sick leave will be granted during a genuine illness of the employee or the serious illness of a member of his/her immediate family residing in Duval County and/or the employee's county of residence. Where the application of the above geographical limitation produces a severe hardship, the chief executive officer or his/her designee may, within his/her sole discretion, waive the above limitation and authorize up to forty (40) hours of accrued sick leave. Up to twenty four (24) hours sick leave may be taken at the time of death of a member of the immediate family as defined in the Civil Service and Personnel Rules and Regulations, as they may be amended from time to time. If unusual circumstances exist, upon request, additional sick leave may be granted by the **Employer**. All employees shall be required to furnish to the **Employer** such information as may be requested for the proper administration of this section. When the employee returns to work, the **Employer** may require the employee to provide a doctor's certificate which shall state whether the employee can perform any and all duties normally assigned to his/her classification. Sick leave will not be granted to perform the duties of a pallbearer.

- (b) All employees, where required by the **Employer**, will notify their supervisor or his/her designee reasonably in advance of the employee's scheduled reporting time each day of the employee's intended absence due to illness, and at least twelve (12) hours in advance of the employee's intended date of return to work. The employee will furnish adequate explanation of his/her illness to his/her supervisor so the supervisor may determine that such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation by the appropriate supervisor. Should an employee be absent due to illness, and fail to comply with the provisions of this section, the employee will be charged with an unauthorized absence. The employee will be counseled if it appears that he/she is using an excessive amount of sick leave as determined by the **Employer** and its Independent Agencies. 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 his/her classification. This examination will be conducted on **Employer** time and at **Employer** expense.
- (c) Sick leave may be charged in increments of not less than one half (1/2) hour.
- (d) Should an employee be absent due to illness and fail to comply with the following rules and regulations covering sick leave, such employee shall be charged with an unauthorized absence.
 - 1. After the third time that sick leave is used in any fiscal year and where sick leave abuse is suspected, the **Employer** may require an appropriate physician's certificate attesting that the employee was unable to work because of illness or because the employee's family member had an illness that required the attendance or presence of the employee. If the **Employer** gives written notice to the employee that a physician's certificate is required, payment of the leave time will be made only after receiving the required physician's certificate.
 - 2. After the first occurrence and where sick leave abuse is suspected, the **Employer** may give written notice that any sick leave occurring on scheduled weekend time must be supported by a physician's certificate before payment will be made.
 - 3. After the first occurrence and where sick leave abuse is suspected, the **Employer** may give written notice that any sick time taken proximate to scheduled time off must be supported by a physician's certificate before payment will be made.
 - 4. Any illness of more than three (3) consecutive workdays must be supported by a physician's certificate before payment will be made, unless this requirement is waived by the **Employer**.
 - 5. Repeated absence due to illness taken without pay may be grounds for disciplinary action; however, such disciplinary action will be appeal able either under Civil Service procedures or through the grievance procedure of this Agreement, at the option of the employee.
- (e) Sick 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 work days, or holidays.
- 5) All employees hired on or after October 1, 1968, and before October 1, 1987, who did not elect to remain under Sick Leave Plans A and B shall receive personal leave (Plan E) as provided in Article

24, instead of sick leave.

- 6) All employees hired on or after October 1, 1987 shall receive personal leave (Plan H) as provided in Article 25 instead of sick leave.
- 7) The **Employer** and the **Union** agree to comply with the City's Human Resources policy on leave/sick leave donations.

In witness whereof, we, the negotiating teams for the parties have set our hands this 22nd day of November, 2004.

Negotiating team for the City:

Adrienne D. Trott
Adrienne D. Trott
Chief of Human Resources
Michael McDowell
Michael McDowell
Justin D. Hill
Chief Justin Hill
Martha Foote
Martha Foote

Maryanne Evans
Maryanne Evans
Jan Carter
Jan Carter
Chief Carol Haddick
Chief Carol Haddick
Stella Morse
Stella Morse

Negotiating team for AFSCME :

Mike Temple
Mike Temple
Chief Negotiator
Charles Donovan
Charles Donovan
Carolyn Edwards
Carolyn Edwards
Barbara Turner
Barbara Turner
Rodney Isaac
Rodney Isaac
Arthur Finley
Arthur Finley
Raynald Lunn
Raynald Lunn
Patricia Turrentine
Patricia Turrentine
Sonja Scott
Sonja Scott
Ronald Thigpen
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George Richardson
George Richardson
James Benson
James Benson
Debra Alvarez
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Sandra Hanna
Sandra Hanna
Rebecca Viets
Rebecca Viets
Olga Kirksey
Olga Kirksey
Emma Curtis
Emma Curtis
Reverend DuBois
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Bernice Newsome
Bernice Newsome
Ronald Grimes
Ronald Grimes
Bobby Coleman
Bobby Coleman
Thelma Nelson
Thelma Nelson
Carl Porter
Carl Porter
James Summers
James Summers
Maire Walker
Maire Walker

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1 introduced by the Council President at the request of Mayor,

2
3
4 **RESOLUTION 2025-24-A**

5 A RESOLUTION APPROVING A COLLECTIVE BARGAINING
6 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND
7 THE AMERICAN FEDERATION OF STATE, COUNTY AND
8 MUNICIPAL EMPLOYEES, FLORIDA COUNCIL 79,
9 (AFSCME), SUCH AGREEMENTS COMMENCING OCTOBER
10 1, 2024 AND ENDING SEPTEMBER 30, 2027;
11 PROVIDING AN EFFECTIVE DATE.

12
13 **BE IT RESOLVED** by the Council of the City of Jacksonville:

14 **Section 1. American Federation of State, County and**
15 **Municipal Employees Florida Council 79 (AFSCME) Agreement Approved.**
16 That certain Collective Bargaining Agreement made and entered into
17 between the City of Jacksonville and the American Federation of
18 State, County and Municipal Employees Florida Council 79 (AFSCME)
19 is hereby approved. Said Collective Bargaining Agreement is for a
20 term commencing October 1, 2024 and ending September 30, 2027. A
21 copy of the Collective Bargaining Agreement is on file with the
22 Legislative Services Division, and by this reference is made a part
23 hereof.

24 **Section 2. Effective Date.** This resolution shall become
25 effective upon signature by the Mayor or upon becoming effective
26 without the Mayor's signature.

27 **Form Approved.**

28 
29 Office of General Counsel

30 Legislation Prepared By: Steven E. Cohen

31 12/22/24

24-jacksonville.fl.us/2025/dec/22/24-A AFSCME Collective Barg. Agmt. 2025

RESOLUTION 2005-28-A
CERTIFICATE OF AUTHENTICATION
DECLARED AN EMERGENCY MEASURE AND
ADOPTED BY THE COUNCIL
JANUARY 11, 2006

Elaine Brown

ELAINE BROWN
COUNCIL PRESIDENT

ATTEST:

Cheryl L. Brown

CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: JAN 11 2006

John F. Yun
JOHN F. YUN, MAYOR



