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Local: **Jacksonville Consolidated Lodge No. 5-30**

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810636  
10/1/03 - 9/30/05  
75 pgs.

**AGREEMENT BETWEEN**

**CITY OF JACKSONVILLE**

**AND**

**JACKSONVILLE CONSOLIDATED  
LODGE NO. 5-30 OF THE  
FRATERNAL ORDER OF POLICE  
(Police Officers through Sergeants)**

**BEGINNING 10-1-2003  
THROUGH AND INCLUDING  
9-30-2005**

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**AGREEMENT**

This AGREEMENT is entered into between the City of Jacksonville, hereinafter referred to as the **Employer**<sup>1</sup> and The Jacksonville Consolidated Lodge No. 5-30 of the Fraternal Order of Police, hereinafter referred to as the **F.O.P.** It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein a basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is mutually understood and declared to be the public policy of the **Employer** and the **F.O.P.** 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.

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<sup>1</sup> The "Employer" means the Office of the Sheriff or the City of Jacksonville as the context may require.



**ARTICLE 1  
F.O.P. RECOGNITION**

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the **Employer** recognizes the **F.O.P.** as the exclusive collective bargaining representative for those employees in the certified bargaining unit, defined by Certification 278 issued on November 18, 1997, as all sworn police officers of the rank of sergeant and below (see attached Schedule A) and full-time temporary sworn certified bailiffs 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 unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented.

“Employees” shall mean all classified employees who are employed by the City of Jacksonville whose classifications appear on the attached Schedule A.

Terms and conditions of employment for the full-time temporary sworn certified bailiffs referred to in this section are set forth in Appendix A of this Agreement and not in the provisions of the main agreement.

1.2 It is further understood and agreed that the President or an alternate of the Jacksonville Consolidated Lodge No. 5-30 of the **F.O.P.** will be the official spokesman for the Fraternal Order of Police in any matter between the **F.O.P.** and the **Employer**. The alternate shall be selected from one of the officers listed below:

Business Agent

First Vice President

Second Vice President

Secretary

Member of Board of Directors

Florida State Lodge representative (with letter of authorization to represent Jacksonville Consolidated Lodge No. 5-30)

1.3 Any alternate designated by the President shall be designated in writing, including the period of time covered by such designation. A written list of the accredited officers and representatives of the **F.O.P.** shall be furnished to the Sheriff and the City’s Chief of Human Resources immediately after their designation and the Sheriff and the City’s Chief of Human Resources shall be notified of any changes of said representatives within five (5) days.



**ARTICLE 2**  
**F.O.P. SECURITY AND CHECK OFF**

- 2.1 Upon receipt of a written authorization from an employee covered by this Agreement, the **Employer** will deduct from the employee's pay the amount owed to the **F.O.P.** by such employee for dues. There will be twenty-six (26) deductions per year. The **Employer** will remit such sums to the **F.O.P.** no later than the tenth (10th) day of the month following such deductions. The **F.O.P.** will certify any changes in the membership dues rate to the **Employer** in writing over the signature of the authorized officer or officers of the **F.O.P.** at least thirty (30) days in advance of the effective date of such change. The **Employer's** remittance will be deemed correct if the **F.O.P.** does not notify the **Employer** in writing within two (2) weeks of its receipt.
- 2.2 The **F.O.P.** will indemnify, defend, and hold the **Employer** harmless against any claim made and against any suit instituted against the **Employer** on account of any check off of **F.O.P.** dues.
- 2.3 An employee may revoke his/her authorization for deduction of dues, provided the employee gives thirty (30) days notice to the **F.O.P.** and the **Employer** by registered or certified mail. The **Employer** will not discontinue dues deduction from any employee prior to authorization of the **F.O.P.** or the employee. The **Employer** will not discontinue **F.O.P.** dues deduction simply because an employee has changed from one **F.O.P.** bargaining unit to another **F.O.P.** bargaining unit.
- 2.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's net\* earnings for that payroll period are less than the amount of dues to be checked off.
- "Net earnings" shall mean "net" after required deduction of federal taxes, Social Security, Pensions, Credit Union, and Health and Life Insurance premiums.
- 2.5 (a) If the **F.O.P.** provides the **Employer** with at least 100 signed enrollment forms from bargaining unit employees authorizing their enrollment in an **F.O.P.** sponsored employee plan or activity, the **Employer** will create and assign a payroll deduction code for that plan or activity. If, after the creation of the payroll deduction code, the enrollment for that plan or activity falls below seventy-five (75), the **City** may delete the payroll deduction code from the **City** payroll system and discontinue payroll deductions for the plan or activity.
- (b) The **F.O.P.** recognizes that the **Employer's** current payroll system limits employees to no more than 12 payroll deductions. If an employee's authorized and/or legally required deductions exceed 12, the deduction will be prioritized as follows:
1. All legally required deductions will be deducted from the employee's pay check. Legally required deductions include but are not limited to deductions for taxes, court ordered deductions and **F.O.P.** dues deductions when the employee has authorized dues deductions.
  2. If any remaining payroll deduction slots are available on the employee's paycheck, the slots will be used for **City** sponsored plans or activities.
  3. If any remaining payroll deduction slots are available on the employee's paycheck, the slots will be used for other **F.O.P.** sponsored plans or activities that have been authorized by the employee.
  4. If any remaining payroll deduction slots are available on the employee's paycheck, the slots will be used for any other deductions for plans or activities that have been authorized by the employee.

Provided that if any employee requests in writing to change the priority of his/her payroll deductions and replace an **F.O.P.** deduction with a non-**F.O.P.** deduction, the written request of the employee will govern.

- (c) Any such plans or activities shall be administered by an "agent of record" designated by the **F.O.P.** It is understood and agreed that the **Employer** will assess a charge of 4 cents per deduction per payroll. Further, it is understood and agreed that the **Employer** assumes no responsibility or liability to or for the **F.O.P.**'s agent of record. Solicitation for these plans or activities shall only be made at times mutually agreed to by the Office of Human Resources, Jacksonville Sheriff's Office, and the **F.O.P.** so as to prevent loss of productive work time. The **Employer** will not have any responsibility to the **F.O.P.** or the **F.O.P.**'s agent of record for contacting or communicating with bargaining unit employees about the plans or activities sponsored by or associated with the **F.O.P.**
- (d) At the time that this agreement was being negotiated, the **City** was in the process of developing and implementing a new payroll software system which would allow employees to authorize more than twelve payroll deductions per paycheck. The **City** will notify the **F.O.P.** when the new system becomes fully operational. At that time, the **City** will meet with the **F.O.P.** to renegotiate Article 2.5 for the purpose of increasing the number of slots to be used for **F.O.P.** sponsored plans or activities.

2.6

In accordance with Chapter 447, Florida Statutes, Public Employees shall have the right to form, join and participate in or refrain from forming, joining and/or participating in any employee organization of their own choosing. They shall have the right to be represented by any employee organization of their choosing to negotiate collectively through a certified bargaining agent with the **Employer** in the determination of the terms and conditions of their employment.

**ARTICLE 3  
F.O.P. ACTIVITIES**

- 3.1 Employees shall have the right to join the **F.O.P.**, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discriminations or reprisal. There shall not be restraint, discrimination or reprisal against any employee because of that employee's membership or lack of membership in the **F.O.P.** or by virtue of his/her holding office or not holding office in the **F.O.P.** The **Employer** and the **F.O.P.** shall apply this provision to all employees.
- 3.2 (a) **On Duty Solicitation by F.O.P.**
- Solicitation of any kind by the **F.O.P.**, including the solicitation of grievances, membership, and the collection of **F.O.P.** monies, shall not be engaged in during working hours.
- (b) **F.O.P. Meetings**
- No **F.O.P.** meeting shall be held on **Employer** time.
- (c) **On Duty F.O.P. Presentations**
- The President of the **F.O.P.** or the designated representative may address any assembly or personnel of the Sheriff's Office at their regular roll call, at each in-service training, and at each recruit class at the police academy for a period of time agreed upon by the **F.O.P.** and the Office of the Sheriff.
- (d) **On Duty solicitation Prohibited**
- Employees will not be subjected to solicitation for monies or membership by outside groups (including insurance companies or charity groups) while on duty, including roll call.
- 3.3 The **Employer** will furnish a bank of three thousand (3000) hours for use as **F.O.P.** Pool Time. This time shall be used for **F.O.P.** activities by any member of the **F.O.P.** Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than 500 unused hours to a subsequent year. When the **F.O.P.** requests time off under these provisions, the employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Office of the Sheriff for approval. Such leave request must be in accordance with Article 17.2(c)(1)(2) of this contract.



**ARTICLE 4  
MANAGEMENT SECURITY**

- 4.1 The **F.O.P.** and its officers, representatives and members agree that during the life of this Agreement, 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 terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage 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 **F.O.P.**, its representatives, members, or 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 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 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 or in such areas not specifically devoted to the performance of the employee's official duties.
  - (3) Instigating or advocating support, in any positive manner, for an employee organization's activities from high school or grade school students during classroom time.
- (b) The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. An employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the **Employer** notwithstanding further provisions of any collective bargaining agreement.
- (c) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.
- 4.3 The **Employer** and the **F.O.P.** agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintaining a competent work force. The **Employer** and the **F.O.P.** affirm their joint opposition to any discriminatory practices in connection with employment, promotion, training, or assignment, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin, marital status, or gender.



**ARTICLE 5  
MANAGEMENT RIGHTS**

- 5.1 It is the right of the **Employer** to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to subcontract. It is also the right of the **Employer** to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons by seniority provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decision on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 5.2 Whenever it is determined that Civil Emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, or when such conditions can reasonably be determined to be imminent, excluding the normal operational requirements of major civic/sporting events such as the Super Bowl, the provisions of this Agreement may be suspended by the Mayor and/or Sheriff during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.
- 5.3 No provision of this Agreement shall affect the City of Jacksonville's right and ability to classify employees as exempt from coverage by the Fair Labor Standards Act.



**ARTICLE 6  
SPECIAL MEETINGS**

The **Employer** and the **F.O.P.** agree to meet and confer on matters of mutual interest upon the written request of either party. The written request shall state the matter or 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 **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**



**ARTICLE 7**  
**BULLETIN BOARDS**

- 7.1 The **F.O.P.** shall be provided partial use of suitable bulletin boards, including at least one (1) in each division so designated by the **Employer**. The **F.O.P.** may if it so desires, provide a bulletin board, of standard size, for its own exclusive use in keeping with the decor of the above locations and with the approval of the **Employer**. In addition, the **F.O.P.** will be provided with centralized electronic posting (“electronic bulletin board”) within the JSO system, for the same purpose.
- 7.2 The **F.O.P.** agrees that it shall use space on bulletin boards provided for in Section 7.1 above only for the following purposes:
- Notices of **F.O.P.** meetings
  - Elections of **F.O.P.** Officers
  - Reports of **F.O.P.** committees
  - Rulings and policies of the **F.O.P.**
  - Recreational and social affairs of the **F.O.P.**
  - Notices by public bodies
- 7.3 Before they are posted, copies of all material, notices, or announcements shall be submitted to the **Employer**.
- 7.4 No material, notices, or announcements shall be posted by the **F.O.P.** which contain anything political or controversial, or anything adversely reflecting upon the City of Jacksonville, its officials, managers, consultants, or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this section by the **F.O.P.** shall entitle the **Employer** to cancel immediately the provisions of this Section and to remove that bulletin board or the partial use thereof.
- 7.5 Notices or other information intended for the JSO electronic bulletin board shall be submitted on floppy disk or other comparable electronic medium to the JSO Chief of Personnel or designee for approval as to compliance with 7.2 before being posted. Notices or other information intended for the electronic bulletin board shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.



**ARTICLE 8  
WORK RULES**

**8.1 Reissuance of Conflicting Written Directives**

On or before sixty (60) days after the effective date of this Agreement, all written directives issued by the Office of the Sheriff that are in conflict with the terms and provisions of this Agreement shall be reissued so that no conflicts exist between written directives and the terms of this Agreement.

**8.2 Notice and Scheduling of In-Service Training**

It shall be the policy of the Office of the Sheriff whenever possible to give at least ten (10) working days notice to employees scheduled for in-service training and to schedule employees on the midnight shift for such training after regular days off (RD's) have been observed. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

**8.3 Emergency Situation Meals**

In accordance with the Master Plan for Emergency Control of the Office of the Sheriff, employees who are required or ordered to work twelve (12) or more hours on a single tour of duty shall be furnished a hot meal on the second and each succeeding day, within the twelve (12) hour tour of duty. The Office of the Sheriff will make a reasonable effort to designate a safe and secure area near the emergency area for employees to consume this meal. On the first day of said emergency situation, a reasonable effort will be made to furnish affected employees a hot meal within their twelve (12) hour tour of duty.

**8.4** The **F.O.P.** recognizes the value to the general public of allowing representatives from reserve/auxiliary or police associated organizations to ride in police vehicles with regular officers, and will cooperate with the Office of the Sheriff in promoting these programs. Other organizations or individuals may also be included in the plan, all for the benefit of law enforcement in general and for the Office of the Sheriff in particular.

Any police officer who does not wish to ride with a particular individual may decline to do so by notifying his/her commanding officer through an Inter-department Correspondence (P-004). The correspondence shall outline the specific reasons for not wanting to ride with the individual which shall be forwarded to the JSO Chief of Human Resources. This refusal is for information only and will not become part of the employee's personnel file or be used for purposes of disciplinary action and approval of such request will not be unduly withheld.

**8.5** Members of the reserve unit or of other police departments shall not be allowed to perform any policing functions, unless such member is under the direct supervision and control of a certified police officer, nor will a member of such unit wear or display rank greater than that of a certified police officer with whom he/she is assigned to provided, however, that should the Office of the Sheriff declare an emergency to exist, the above provisions shall not apply for the duration of such emergency.

**8.6 Transfers**

It shall be the sole right of the Office of the Sheriff to transfer employees between any subsections of the organization as the exigence of situations dictate. Employees shall be notified at least ten (10)

calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment.

8.7 **Administrative Leave Without Loss of Pay**

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Sheriff's Office.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

- 9.1 A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation and the remedy sought.
- 9.2 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.
- 9.3 **Step 1.** Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to the Assistant Chief or his/her designee. The Assistant Chief or designee shall obtain the facts concerning the grievance and shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Assistant Chief or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 1 meeting.
- 9.4 **Step 2.** If the grievance is not settled at the first step, the grievant may present the grievance to the Division Chief or his/her designee. The grievance must be presented to the Division Chief or his/her designee within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Division Chief or designee shall obtain the facts concerning the grievance and shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Division Chief or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 2 meeting.
- 9.5 **Step 3.** If the grievance is not settled at the second step, the grievant may present the grievance to the Director or his/her designee. The grievance must be presented to the Director or his/her designee within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Director or designee shall obtain the facts concerning the grievance and shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Director or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 3 meeting.
- 9.6 **Step 4.** If the grievance is not settled at the third step, the grievant may present the grievance to the Sheriff or his/her designee. The grievance must be presented to the Sheriff or his/her designee within five (5) days of receipt of the Step 3 response or, if a timely Step 3 response is not received, within five (5) days from the day the Step 3 response was due. The Sheriff or designee shall within ten (10) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an **F.O.P.** representative. The Sheriff or designee shall submit a written response to the grievant (with a copy to the **F.O.P.**) not later than ten (10) days following the Step 4 meeting.

## 9.7 Arbitration.

- A. If the grievance is not settled in accordance with this Article, the grievant or the **F.O.P.** (on behalf of the grievant) may request arbitration by providing a written request to the JSO Chief of Human Resources (with a copy to the City Chief of Human Resources) not later than thirty (30) days after receipt of the Step 4 response or, if a timely Step 4 response is not received, within thirty (30) days from the day the Step 4 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by the JSO Chief of Human Resources within the thirty (30) day limit, the **Employer's** Step 4 response shall be final and binding upon the grievant and the **F.O.P.**
- B. In the event the grievant submits the request for arbitration without the financial support of the **F.O.P.**, the grievant shall also submit written notice of his/her intent to pay all applicable costs of the arbitration. The grievant shall provide the **Employer** with written confirmation that sufficient funds are reserved in trust or escrow for the payment of arbitration services before the arbitration shall be allowed to proceed.
- C. The **F.O.P.** and the **Employer** will mutually select a panel of five (5) qualified arbitrators to serve on a rotating list for the duration of the Agreement. The arbitrators selected must reside in Duval, Nassau, Clay, Baker, or St. Johns County. The rotation sequence shall be randomly determined by the **F.O.P.** and the Employer. The first arbitrator on the rotation sequence shall be assigned to the first grievance advanced to arbitration, with succeeding cases assigned to the remaining arbitrators seriatim. Once the rotation sequence has been determined, an arbitrator cannot be assigned out of rotation unless mutually agreed by both parties. The parties may also mutually agree at any time to remove an arbitrator from the panel.
- D. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- E. The parties shall rotate the administrative responsibilities for maintenance of the arbitration system on an annual basis.
- F. All testimony given at the arbitration hearing shall be under oath.
- G. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- H. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- I. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- J. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.

- K. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
  - L. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
  - M. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the **Employer** as provided by Chapter 447, Florida Statutes, and the Charter of the City of Jacksonville shall not be usurped in any manner unless specifically amended or modified by this Agreement.
  - N. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it. Any employee who acts independently of or in disregard of the position of the **F.O.P.** shall pay his/her own share of the arbitrator's cost and expense.
  - O. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.
- 9.8 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the **Employer** and the **F.O.P.** (or the employee if appropriate) which is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.



**ARTICLE 10**  
**DISCHARGE AND DISCIPLINE**

- 10.1 All discipline taken against any bargaining unit employee shall be for proper cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Jacksonville Civil Service and Personnel Rules and Regulations and the Florida Law Enforcement Officers' Bill of Rights, Section 112.532, Florida Statutes, as in effect upon signing of this Agreement unless modified in this Agreement. Should the Florida Law Enforcement Officers' Bill of Rights be repealed (Section 112.532, Florida Statutes), said repeal will not affect or modify the provisions of this section.
- 10.2 Police recruits and entry level probationary police officers (as opposed to police sergeants on promotional probation) who are dismissed from employment shall have no right to a Civil Service Board hearing, or to appeal pursuant to this Agreement.

10.3 (a) Disciplinary Hearing Board

There shall be established a Sheriff's Disciplinary Hearing Board for the purpose of such hearings. Said Board shall be composed of five (5) members, with two (2) members being selected by the administration, two (2) members being selected by the aggrieved officer; and the fifth member being selected by the other four (4) members. The board members shall be law enforcement officers selected from any state, county, or municipal agency of Duval County. The aggrieved officer shall be entitled to representation by counsel or by an employee of his/her choice, and shall be permitted to examine witnesses, to present evidence and testimony, to cross-examine witnesses, and to put on a defense. The Board's decision will be advisory and not binding upon the Sheriff. If the decision of the Sheriff is unsatisfactory to the aggrieved officer, he/she may appeal this decision to the Civil Service Board within ten (10) days, or request arbitration within five (5) working days, as provided in Article 9.6 Step IV. It is agreed that the convening of the Sheriff's Disciplinary Hearing Board shall be effectuated as expeditiously as possible following charges being levied against the aggrieved officer. Should the accused officer request to continue a hearing or delay its convening, then it is agreed that the officer waives his/her emoluments in exchange for the continuance of the hearing.

- (b) No suspension with loss of pay shall be implemented until any requested civil service or arbitration hearing has been held and an opinion rendered. (This shall not apply to terminations.)



**ARTICLE 11**  
**BILL OF RIGHTS**

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation or interview by members of his or her agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:
- (a) The interrogation or interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
  - (b) The interrogation or interview shall take place either at the Office of Internal Investigations or at the office of the police unit in which the incident allegedly occurred as designated by the investigating officer or agency.
  - (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation or interview. All questions directed to the officer under interrogation or interview shall be asked by and through one (1) interrogator at any one (1) time.
  - (d) The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation or interview and the officer shall be informed of the name(s) of all complainants.
  - (e) Interrogating sessions or interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
  - (f) The law enforcement officer under investigation or interview shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
  - (g) The entire interrogation or interview of a law enforcement officer, including the times of all recess periods, shall be recorded\*, and there shall be no unrecorded questions or statements. A copy of the recorded interrogation or interview shall be provided upon request within 72 hours following the interrogation or interview.
  - (h) If the law enforcement officer under interrogation or interview is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation or interview.
  - (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation or interview.
  - (j) The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Internal Investigation section of the disposition of the complaint or allegation upon the conclusion of the investigation. The investigation shall be concluded with the finding of sustained, not sustained, exonerated, or unfounded.

- (k) Any law enforcement officer who is the subject of an investigation or interview has the right to review, along with his/her representative, the complaint or allegation and all written and/or recorded statements, regardless of form, made by the complainant(s) and witness (es) immediately prior to the beginning of the interview.

\*"Recorded" shall mean any of the following: taking of statement by shorthand, audio tape, videotape or by a court stenographer.

**ARTICLE 12**  
**COMPREHENSIVE DRUG AND ALCOHOL ABUSE**  
**POLICY AND PROCEDURES**

**12.1 Mutual Agreement**

- (a) The **Employer** and the **F.O.P.** agree to the promotion of a drug free workplace through fair and reasonable drug testing methods for the protection of the City of Jacksonville and its employees. The drug testing policy of the Jacksonville Sheriff's Office is a proactive approach to a potentially serious problem facing all members of society. Within the limitations, as outlined in this Article, employees found to have drug abuse problems will be encouraged to participate in an employee assistance program or a rehabilitation program.
- (b) It is further agreed that drug use has serious adverse effects upon users in the work force resulting in the loss of productivity, posing a threat to the workplace and to public safety and security. Maintaining a healthy and productive work force and safe working conditions free from the effects of drugs are the goals of both the **Employer** and the **F.O.P.** It is understood that drug use creates a variety of workplace problems, including increased injury on the job, increased absenteeism, and increased financial burdens on health and benefit programs. Criminal justice work requires and the safety of the public demands total mental and physical functioning of employees at all times. The Jacksonville Sheriff's Office has a responsibility in the interest of public safety to monitor the use and abuse by employees of controlled substances, and other drugs/medicines.
- (c) The **Employer** agrees to establish drug testing standards to balance the interests of the **Employer**, employees, and the welfare of the general public through a fair, confidential, and accurate drug testing program.
- (d) Employees who feel that they are abusing drugs are encouraged to contact the Employee Assistance Program for help in overcoming this problem. Normal agency benefits such as the Employee Assistance Program, appropriate leave, and the group medical plan are available to aid in the rehabilitation process. Staff assigned to the Employee Assistance Program will support employees in this process by providing referral to the appropriate agency suited to address the particular need of the employee.
- (e) The sale, purchase, transfer, use, or possession of illegal drugs, or drugs obtained illegally, is a violation of state and federal criminal statutes and, therefore, may result in termination. Use, or being under the influence of alcohol while on duty presents a danger to the public, to the officer involved, and to other officers, and therefore, may result in termination.
- (f) In order to maintain the integrity of the Jacksonville Sheriff's Office and to ensure public safety, the Jacksonville Sheriff's Office requires that all employees shall not:
  - (1) Abuse legal drugs;
  - (2) Sell, purchase, transfer, use, or possess illegal drugs, or drugs obtained illegally;
  - (3) Report for work and/or use Sheriff's Office equipment while under the influence of a legal drug taken as a medication to the extent that job performance would be affected.

**12.2 Discussion**

- (a) Drug screening provides management with a method to assist in the detection of a possible problem so that it may be dealt with in the proper manner.
- (b) Drug screening of Sheriff's Office employees is a deterrent to their becoming involved with drugs.

Additionally, it assists management in its efforts to detect drug problems within the Sheriff's Office. Drug screening provides an avenue for identifying a specific problem associated with drug use/abuse.

- (c) Personnel are cautioned that drug screening is not an absolute indicator of drug use. It is a single indicator that must be combined with other information before a final determination is made. The drug screening program is interwoven with established Sheriff's Office policy as it is affected by administrative procedures, internal investigations, Law Enforcement Officers' Bill of Rights, criminal investigations, etc. The final determination (e.g. no action, disciplinary action, treatment or termination) is based on an accumulation of information and is consistent with the best interest of the Sheriff's Office and the employee.

### 12.3

#### **Definitions**

- (a) **Controlled Substance** - Any of the substances named in Schedules I through V of Section 893.03, Florida Statutes, and any "designer drugs" that may hereafter be proscribed by law and which are subject to manufacturing, distribution, preparation, dispensation, and administrative controls.
- (b) **Employee Assistance Program** - A confidential program designed to assist employees and their families with a multitude of problems that may affect the employee's work performance. Employees may volunteer for the program or be referred to it by their supervisors.
- (c) **Confirmation Test** - An additional analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. The confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (d) **Illegal Drug** - Any drug or substance, including controlled substances, the possession of which without a prescription is defined as a violation of state or federal statutes; or any prescription drug that was not prescribed to the affected employee by a person licensed to issue such prescription.
- (e) **Legal Drugs** - Any prescription medication or any over-the-counter medication that has some medicinal value/purpose and is being used by the person for whom it was prescribed.
- (f) **Substance Abuse** - The excessive or erratic ingestion, consumption, inhalation, or injection of any illegal drug or legally obtained drug or medicine not in prescribed amounts or at proper time intervals.
- (g) **Use of Drugs** - The injection, inhalation, ingestion, or consumption of any drug, whether prescription or non-prescription, or any controlled substance as defined under Florida law.
- (h) **"Under the Influence"** - A condition in which employees are unable to appropriately perform their duties because of the use of any drug, controlled substance, or alcohol. Employees shall be deemed to be under the influence if they are physically or mentally impaired and/or unable to perform their duties in an acceptable manner.

### 12.4

#### **Responsibility for Reporting Legal Drug Use**

- (a) Sheriff's Office employees using drugs or therapeutic treatments prescribed by a physician or other authorized health practitioner shall determine from the prescribing person whether the treatment prescribed has any effects which may interfere with the performance of their duties. If the treatment prescribed has such effects, employees shall inform their supervisors of that fact.
- (b) Any Sheriff's Office employee using legal over-the-counter non-prescription drugs which in any way impair or affect his/her job performance is responsible for bringing this fact to the attention of his/her immediate supervisors on Form P-004. Information relating to the use of over-the-counter drugs can be removed at the request of the employee after it has been in the medical file for six (6) months,

unless the usage of such medication is part of on-going treatment.

- (c) The supervisor of any employee, upon being informed that such employee is using over-the-counter or prescription drugs which could interfere with the performance of his or her duties shall make further inquiries to determine whether the employee is fit to perform those duties. Upon consultation with his or her commanding officer, the supervisor will decide whether the employee is fit for duty. If unfit, the employee shall be placed on personal leave. Should the employee and the commanding officer not concur on the ability of the employee to perform his/her duties, the department staff duty officer will make the final determination. Information regarding the use of legal drugs being taken by an employee will be forwarded to the Human Resources Division where it will be maintained in a confidential medical file.
- (d) All Sheriff's Office employees have an obligation to inform a supervisor or ranking officer if another employee is using drugs in violation of the law or Sheriff's Office Rules and Regulations.
- (e) If any employee knowingly ingests any drug in the performance of his or her duties, the supervisor on duty will be immediately notified and the incident reported on Form P-004. The supervisor will see that the employee is provided with immediate medical attention if necessary. The employee will be placed on an appropriate duty status. The incident will be documented with the initiation of Form P-004 to be followed by a detailed report from the employee's commander through channels to the Sheriff. Every effort should be made to avoid such ingestion. Unless employees' lives are endangered, they will refrain from the consumption, ingestion, injection, or inhalation of a substance which may either physically or mentally be dangerous to employees.
- (f) Employees knowingly subjected to the passive inhalation of a drug, such as marijuana, will submit a Form P-004 to the supervisor on duty. The report will indicate the substance the individual was exposed to, the period of time exposed, and give a brief statement explaining the necessity for the exposure. The report will be forwarded to the Sheriff for review.

## 12.5 Drug Screening Program

- (a) The **Employer** shall post a notice of the department's drug testing policy on bulletin boards in areas that are accessible to employees.
- (b) Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment, or disciplinary action. The testing program is intended to supplement, not replace, other means by which the use of drugs can be detected.
- (c) Employees will be required to participate in the drug testing program under the following conditions:
  - (1) When there is a reasonable suspicion that an employee is using, under the influence of or in possession of illegal drugs, or is using or under the influence of alcohol while on duty, or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, coworkers, or the public. Reasonable suspicion drug/alcohol testing can be ordered by any supervisor with the approval of a commanding officer (lieutenant or above). An immediate supervisor requesting a drug/alcohol test founded on reasonable suspicion should consider among such facts and inferences:
    - a. Observable behavior while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug/alcohol.
    - b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

- c. A report of drug/alcohol use provided by a reliable and credible source which has been independently corroborated with observable behavior.
  - d. Evidence that the employee has tampered with a drug/alcohol test during his/her employment with the **Employer**.
  - e. Information that an employee has caused or contributed to an accident while at work combined with observable behavior indicating the possibility that drug/alcohol usage may be involved.
  - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs, or used or been under the influence of alcohol, while working or while on the **Employer's** premises or while operating the **Employer's** vehicle, machinery, or equipment.
- (2) Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed and there is reasonable suspicion to believe these actions were the result of using drugs.
  - (3) **Routine fitness for duty:** The **Employer** will require a drug test any time an employee is referred to a physician or psychologist for a fitness for duty examination.
  - (4) **Random Drug Testing Program:** As part of the Sheriff's Office random drug testing program each employee of the bargaining unit will be randomly assigned a number that will be the only source identifying the individual submitting a sample for drug testing.
  - (5) **Follow-up testing:** Should an employee in the course of employment enter, or be required by the **Employer** to enter, into an employee assistance program for drug-related problems, the **Employer** may require the employee to submit to a drug test as a follow up to the program for up to two (2) years thereafter.
  - (6) When an employee is found in possession of illicit drugs or when illicit drugs are found in an area controlled or used exclusively by the employee.
  - (7) During basic recruit training and prior to completion of an employee's probation.
  - (8) When an employee is transferred into, during the assignment, and when transferred from the SWAT Team, Bomb Squad, or any specialized unit where, during the assignment, the employee will be involved with narcotic investigations and/or have access to illicit drugs.
  - (9) As part of a rehabilitation program (mutually agreed to by the affected employee and the Sheriff's Office Administration).
  - (10) As a result of prior disciplinary proceedings against the employee related to the use of drugs. (Such testing shall be conducted by the Internal Affairs Unit with the approval of, and in coordination with, the Chief of Human Resources). The **Employer** may require the employee to submit to a drug test as a follow up to the disciplinary action for up to two (2) years thereafter.

## 12.6

**Procedure for Testing**

- (a) **Drug testing responsibility**
- (1) The JSO Human Resources Division shall be responsible for drug testing of employees undergoing basic recruit training, probationary police officers, and employees selected through the random drug testing program.
  - (2) The Internal Affairs Unit shall be responsible for drug testing of any employee whom it reasonably suspects has used or is found to be in possession of a drug, or other controlled substance in violation of the law, Sheriff's Office orders, and rules and regulations. The Internal Affairs Unit shall also conduct drug testing of employees as the result of prior disciplinary proceedings related to the use of drugs.
- (b) **Confidentiality**
- (1) All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the **Employer** through a drug testing program are confidential communications.
  - (2) The release of information obtained through any of the drug testing programs shall be solely pursuant to a written consent form signed voluntarily by the person tested except where such release is compelled by a hearing officer, a court of competent jurisdiction, pursuant to an appeal taken under this section, or when required for a departmental Disciplinary Hearing Board, arbitration, or Civil Service Board proceeding. Drug testing information shall also be released to the Bureau of Criminal Justice Standards and Training for the purpose of reviewing certification eligibility.
  - (3) Any employee authorizing the release of drug testing information must submit a signed communication to the JSO Chief of Human Resources advising:
    - a. The name of the person who is authorized to obtain the information,
    - b. The purpose of the disclosure,
    - c. The precise information to be disclosed, and
    - d. The duration of the consent.
  - (4) The **Employer** shall use drug test results when consulting with legal counsel in connection with actions brought under or related to this Article or where the information is relevant to the **Employer's** defense in a civil or administrative matter.

## 12.7

**Testing Procedures**

- (a) The **Employer** shall pay the cost of all drug tests which are required of employees. Employees shall pay the costs of any additional drug tests not required by the **Employer**.
- (b) Prior to taking a drug test, employees must advise the **Employer** of any prescription or non-prescription medications they are taking. The **Employer** will provide information to the employee of the most common medications by brand or common name which may alter or affect a drug test. Employees will also be advised of all drugs for which the **Employer** will test, described by brand or common names, as applicable, as well as by chemical names. Information regarding the use of prescription or non-prescription drugs taken by the employee will be presented in a written communication that will be maintained in a confidential medical file in the JSO Human Resources Division. The ingestion of any prescription or non-prescription drug by an employee shall not preclude

the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results.

- (c) Individuals responsible for conducting drug tests are acting under the direct authority of the Sheriff. Employees being tested shall cooperate fully. Any attempt to alter or tamper with the specimen, its container, or any mechanical device, instrument, or document by any individual is grounds for termination and/or prosecution under applicable Florida Statutes.
- (d) The **Employer** will establish guidelines for the collection of drug test samples that will afford protection to the employee to include:
  - (1) Specimens shall be collected with due regard to the privacy of the individual providing the specimen and in a manner reasonably calculated to prevent substitution or contamination of the sample.
  - (2) Specimen collection shall be documented and the documentation procedures shall include:
    - a. Labeling of specimen containers to reasonably preclude the likelihood of erroneous identification of test results.
    - b. Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
    - c. The **Employer** shall use a chain of custody procedure to ensure the proper record keeping, handling, labeling, and identification of all specimens to be tested.
- (e) When an employee is required to provide specimens for a testing procedure, the employee shall provide one (1) specimen (large enough to be divided into two (2) separate samples at the time of collection in order to facilitate the testing procedures).
- (f) The threshold level or cut-off limit of the analytical testing procedures shall be established in accordance with the State of Florida Agency for Health Care Administration in conjunction with the standards developed by the Substance Abuse and Mental Health Services Administration (SAMHSA), regarding testing and protocol and procedures.
- (g) When employees are required to participate in any of the drug testing procedures, the initial testing specimen will be subject to an EMIT (Enzyme Multiple Immunoassay Technique). If the results of the initial test are negative, no further testing will be done.
  - (1) Employees selected for random drug testing will be assigned a number which will be the only means available of identifying the individual who provided the specimen.
  - (2) Random numbers assigned to employees will be maintained in a confidential file under the direct supervision of the JSO Chief of Human Resources.
  - (3) Specimen collection will not be taken at any of the correctional housing facilities and the specimen container will not reveal the name of the contributing employee.

The **Employer** will use the Evidential Breath Testing Device (EBT) to test for the presence of alcohol in an employee's system. The test will be performed by a Certified Breath Analyzer Technician (BAT) using a EBT approved by the National Highway Safety Administration. If the initial test registers an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The employee will be placed in a separate room under the observation of the BAT for at least 15 minutes, but not more than 20 minutes, after which he/she will be given a confirmation EBT.

- (h) Random drug testing conducted by the **Employer** may occur before, during, or immediately after the regular work period of the employee, and shall be compensated in accordance with this Agreement.
- (i) The Internal Affairs Unit shall be called whenever one or more of the circumstances described in Article 12.6(a)2. comes to the attention of members of the Sheriff's Office.
  - (1) Once called, the Internal Affairs Unit shall have complete authority over the investigation.
  - (2) The employee shall be advised in writing of the reason(s) for the order to submit to the test and that failure to do so constitutes failure to obey a direct order.

## 12.8 Results of test

- (a) If the results of the initial test are positive, the **Employer** will submit the sample for a confirmation test using a GC/MS (Gas Chromatography/Mass Spectrometry) test or other method specified by DHHS Guidelines to verify the initial test results that will be conducted by an outside licensed laboratory capable of supplying an analysis of drug content. When a confirmation test is necessary, the **Employer** will ensure the proper storage and transportation of the specimen to a licensed laboratory for processing.
- (b) After receipt of a positive confirmed test result from the testing laboratory, the **Employer** shall inform the employee of the positive test result, the possible consequences of such results, and the options available to the employee.
- (c) The **Employer** shall provide to the employee, upon written request, a copy of the confirmation test results.
- (d) Within ten (10) working days after receiving notice of a positive confirmed test result, the employee may submit information to the **Employer** explaining or contesting the test results, and why the results do not constitute a violation of the **Employer's** policy.
- (e) All reports of positive test results shall be received by the JSO Chief of the Human Resources Division and maintained in a confidential medical file.

## 12.9 Disciplinary Procedures

- (a) Any employee who refuses to submit to a drug test or whose confirmation drug test is found to be positive is subject to disciplinary action. Such disciplinary action is subject to the grievance procedures provided for through Article 9 of this Agreement and the Civil Service and Personnel Rules and Regulations.
- (b) The employee may be either immediately suspended or reassigned pending the results of the confirmation test for the use of illegal drugs.
- (c) Positive confirmation tests for illegal drugs shall result in the immediate suspension of an employee which may be followed by termination proceedings. In appropriate cases, every effort will be made to help the employee deal with a legal drug problem by proper referral to the Sheriff's Employee Assistance Program. However, if this effort fails or is obviously inappropriate given the nature of the problem, appropriate disciplinary action shall be initiated.
- (d) The **Employer** may discipline or discharge an employee on the sole basis of the employee's first positive confirmed drug test when the employee has either refused to participate in an employee assistance program or a drug rehabilitation program, as evidenced by withdrawal from the program before its completion, or a report from the program indicating unsatisfactory compliance; or by a positive test result on a confirmation test while participating in or after completion of the program.

- (e) The **Employer** shall discipline an employee, subject to termination proceedings, who has failed or refused to sign a written consent form allowing the **Employer** to obtain information regarding the progress and successful completion of an employee assistance program or a drug rehabilitation program.
- (f) Employees participating in an employee assistance program or a drug rehabilitation program may be considered as being in a temporary limited duty status.
- (g) The **Employer** shall not discharge or discipline an employee solely upon voluntarily seeking treatment, while under the employ of the **Employer**, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. However, the **Employer** shall terminate an employee when the presence of illicit drugs is confirmed. Employees who have been tested may not use this aspect of the Agreement as a means of protection from disciplinary action.

12.10 All laboratory reports of a drug test shall include:

- (a) The name and address of the laboratory which performed the test and the positive identification of the person tested (not the employee's social security number), or if applicable, the random number.
- (b) Positive results of confirmation tests.
- (c) A list of the drugs for which the drug analyses were conducted.
- (d) The type of tests conducted and the minimum cut-off levels of the tests.
- (e) Any correlation between medication reported by the employee and the confirmation test results.

**ARTICLE 13  
EMERGENCY SUSPENSION**

- 13.1 The Sheriff, or designee, may impose an immediate suspension without pay in advance of the conclusion of any of the procedures set forth in the grievance and arbitration article or in the Civil Service and Personnel Rules and Regulations in the following cases:
1. When an employee has been arrested on a felony charge (other than arrests for incidents occurring in the "good faith" performance of their duties, such as accidental shootings);
  2. When an employee fails a substance abuse test (with confirmation);
  3. When an employee fails to obey a lawful direct order from a superior officer; or
  4. When an employee is a danger to himself/herself or others.
- 13.2 The immediate emergency suspension without pay must be issued by the Division Chief or above.
- 13.3 Upon request of the employee, within the next business day after an immediate emergency suspension, the employee will be afforded the opportunity to meet with the assigned Division Chief for the purpose of coordinating a meeting between the Sheriff or designee and the employee to determine any further action that may be taken.



**ARTICLE 14**  
**FILES**

14.1 Files that contain the following information will be purged on the following schedule:

- (a) Internal Investigations - Cases which are unfounded, exonerated, or not sustained - one (1) year from the date of case disposition.
- (b) Sustained Internal Investigations cases involving written reprimand without suspension —three (3) years from the date of case disposition.<sup>1</sup>
- (c) Sustained Internal Investigations cases involving written reprimand with suspension – five (5) years from the date of the case disposition.<sup>1</sup>
- (d) Formal Counselings will be purged one (1) year from the date of issue. Officers will be notified in writing when their cases have been purged.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary or grievance proceeding or hearing.

Upon completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s) as to who the requesting party is, and the date and time as to when the file will be made available. If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

14.2 The **Employer** will comply with applicable court orders and Section 119.07(3)(I), Florida Statutes, and until otherwise directed by court order, will not reveal the home address, telephone number, social security number, or photograph of active or former law enforcement personnel; the home address, telephone number, social security number, photograph, or places of employment of the spouses and children of such personnel; and the names and locations of the schools and day care facilities attended by the children of such personnel.

It shall be the right of any officer, at reasonable times, to inspect and make a copy of his or her personnel records, internal file, and division file. The JSO Human Resources Division and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

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<sup>1</sup> Effective October 1, 2004



**ARTICLE 15  
PERSONAL LEAVE PLAN E**

- 15.1 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 January 10, 1989;
  - (b) employees hired prior to October 1, 1968, but chose not to remain subject to former sick leave and terminal leave policies in April, 1969;
  - (c) employees hired prior to October 1, 1968, who chose on or before September 30, 1968, to become subject to this provision; and
  - (d) those employees who select 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 should be changed. Then said employees shall have the right to exercise their option as to which plan they wish to participate in.

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

SERVICE:	ACCRUAL:
0-4 years	160 hours per year
5-9 years	184 hours per year
10-14 years	208 hours per year
15-19 years	232 hours per year
20-24 years	256 hours per year
25 years or more	280 hours per year

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.

15.3 Personal leave shall accrue to a maximum of 960 hours. The **Employer** will compensate the employees on a hour-for-hour basis for any accrued amount over 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. If the employee elects, in lieu of payment, excess personal leave over 960 work hours may be credited to his/her retirement account up to a maximum of 960 work hours in that account. This option only applies to employees employed prior to October 1, 1979.

15.4 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 a 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 240 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 on the second payday in January at the September 30 rate of pay.

15.5 The **Employer** will provide employees eligible to retire the option to use 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 their 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 the employee with the option of funding an employee and dependent Health Care Coverage Program through the sellback of their accrued leave/payroll deductions during their employment years.
- (c) The **Employer** will provide a mechanism for insuring that at least one **Employer/Union** representative participate in the feasibility study contemplated in (b) above.
- (d) Employees availing themselves of the option to sell back Retirement Leave to fund the Deferred Compensation Plan will have their Retirement Leave Account balance reduced on an hour-for-hour basis, and their individual Retirement Leave Account maximum cap will be correspondingly permanently so reduced for leave used toward Deferred Compensation. For example, if an employee with a Retirement Leave account balance of 720 hours were to sell 600 hours towards Deferred Compensation, his or her new Retirement Leave Account balance would be 120 hours (720 hour balance minus 600 hours sold = 120 hours new balance), and the new Retirement Leave Account maximum cap would be 360 hours (960 hour maximum cap less 600 hours sold = 360 hours new maximum cap).

Employees availing themselves of the sell back option under this Article must submit a written statement of their planned retirement date to the **Employer**.

15.6 Upon termination, which includes resignation and discharge not for cause, the employee shall be paid for all accrued personal leave and all accrued retirement leave.

15.7 Upon retirement of an employee, said employee's personal leave account and retirement leave account shall be used or paid for on a hour-for-hour basis up to a maximum of nine hundred sixty (960) hours in each account under the following provisions:

- (a) Such leave may be taken either immediately prior to 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) Employee on such leave may be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions;
- (d) Upon written request to be placed on such leave, said request shall be considered irrevocable;
- (e) While on such leave, an employee shall not accrue personal leave but shall be eligible for legal holidays and any general salary increases but not performance/step increases.
- (f) At the employee's option, such leave may either be taken or be paid for in one lump sum on a hour-for-hour basis.
- (g) For the purpose of the Personal Leave Plan, retirement is defined in the following manner:
  - (1) Full-time service as required by the appropriate pension plan.
  - (2) Early vested retirement under the appropriate provision for vesting.

- (3) Ten years of service with the City for those employees covered solely by Social Security.
- (4) Vested retirement with more than 10 years service with the City for those employees who are covered by the Florida Retirement System.

15. 8 Upon the death of an employee, the employee's next of kin or estate in accordance with the law, shall be paid for all accrued personal and retirement leave accrued on the basis of one (1) hour's pay for each hour in said accounts.

15. 9 The Sheriff, upon recommendation of the Meritorious and Awards Committee, shall provide an employee with commendation paid leave in the following manner:

Officer of the Month	One day
Officer of the Year	Four days



**ARTICLE 16  
PERSONAL LEAVE PLAN P**

16.1 This article shall apply to all permanent, probationary and provisional employees employed on or after January 10, 1989.

16.2 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
5 years through 9 years	184
10 years through 14 years	208
15 years through 19 years	232
20 years through 24 years	256
25 years or more	280

(b) Employees shall earn leave time based on time actually worked and time on approved leave with pay.

(c) Personal leave will be credited to the employee at the rate stated in section 16.2 (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 on the anniversary date of employment.

16.3 Personal leave shall accrue to a maximum of six hundred (600) hours. Accrued and unused personal leave over six hundred (600) hours will be forfeited. However, at the end of the fiscal year, accrued and unused personal leave in excess of six hundred (600) hours may be sold back to the **Employer** to the extent that the employee had timely requested but was not permitted by Management to take the leave during that year. Such leave shall be sold back to the **Employer** at the employee's rate of pay at the end of the fiscal year.

16.4 Upon retirement or termination following the completion of ten (10) years of service, the employee shall be paid for all unused accrued personal leave on an hour-for-hour basis. Such employees shall have the option of using accrued personal leave immediately after or prior to their desired eligible retirement date and then be paid for the remainder of such leave at the employee's option.

16.5 Upon termination of employment with less than ten (10) years of service for other than retirement, the employee shall be paid for seventy-five per cent (75%) of all unused accrued personal leave on an hour-for-hour basis.

16.6 The Sheriff, upon recommendation of the Meritorious and Awards Committee, shall provide an employee with commendation paid leave in the following manner:

Officer of the Month... One day  
Officer of the Year.... Four days



**ARTICLE 17  
USE OF LEAVE**

17.1 Use of Leave for Illness

- (a) Accrued sick and personal leave may be used for absence from duty due to illness. Accrued sick or personal leave may also be used in the case of serious illness in the employee's immediate family. The term, "immediate family", as used in this Article, shall mean: an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.
- (b) In each case where an emergency situation arises or where serious illness exists at the home of a law enforcement officer, that law enforcement officer shall be granted sufficient time off duty to complete or make the necessary arrangements to alleviate that emergency situation or serious illness. Under Personal Leave Plans E and P, this time off duty may be charged to the employee's personal leave time, in the discretion of the appropriate supervisor.
- (c) **Extended Illness.** For employees who accrue personal leave under Personal Leave Plan E:
  - (1) If an extended illness causes an employee to use all of their accrued personal leave, then such employee may use their retirement account.
  - (2) In the event an employee has less than eighty (80) hours in the employee's personal leave account, the employee may use his/her retirement account for a bonafide illness of the employee at the employee's option. This option may also be used for a bonafide illness of the employee's immediate family, if substantiated with a physician's statement that the employee's presence was necessary.
  - (3) If an employee, due to an extended, continuous illness requires eighty (80) or more working hours for such illness, then such leave may at the employee's option be deducted from the retirement leave account of such employee.
  - (4) The above options should be submitted upon the commencement of such leave or immediately upon returning to duty.
- (d) All employees shall be required to furnish to the **Employer** such information as may be requested for the proper administration of this section.
- (e) An employee must notify the Sheriff's Office as early as possible and no later than forty-five (45) minutes before starting time the first day the employee is unable to report for work because of illness. The employee will notify the Sheriff's Office of the nature of the employee's illness and the approximate amount of time the employee will be absent.
- (f) Use of sick leave or personal leave for illness is subject to investigation by the Sheriff's Office. An employee will be counseled whenever a pattern clearly develops where an employee is abusing leave taken for illness. (Example: when leave for illness is combined with regular days off more than three (3) times annually.)
- (g) Leave for illness may be charged in increments of not less than one-half (1/2) hour for the first half-hour. After the first half-hour leave may be taken in increments of one-tenth (1/10) an hour.

- (h) Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee will be charged with unauthorized absence.
- (i) Leave for illness 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 work days, or holidays.
- (j) **Pregnancy and Childbirth:** Disabilities caused or contributed to by pregnancy, child birth, other related conditions or illnesses, and the recovery from such conditions or illnesses are, for all job-related purposes, genuine illnesses and should be treated as such. Employees may take leave on the same general terms and conditions for such illnesses as are otherwise applicable under leave provisions of this Agreement.

#### 17.2 Use of Personal Leave (Personal Leave Plans E and P)

- (a) Employees, when eligible and authorized, may use their personal leave for any reason they deem necessary.
- (b) Accrued personal leave may be taken at any time when approved by the appropriate Commanding Officer-Supervisor. Any such personal leave shall be scheduled with due regard to the employee's request with any extenuating circumstance to be considered and consistent with the requirements of the **Employer's** operation.
- (c)
  - (1) Leave requests for personal use of up to two (2) 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. In the latter case, written requests shall be submitted as soon as practicable.
  - (2) Leave requests for personal use of more than two (2) and up to four (4) consecutive working/shift days must be submitted in writing for approval at least forty-eight (48) hours in advance, unless the personal leave is for illness. In the latter case, written requests will be submitted as soon as practicable.
  - (3) Advance Scheduling of Leave

##### A. Classification Seniority Priority Request

A request for one (1) or more consecutive working/shift days may be submitted on or before February 1<sup>st</sup>, of each calendar year for the following twelve months. More than one block of leave time may be requested. The advanced scheduling of these leave requests will be accomplished on a classification seniority basis as soon as possible after February 1<sup>st</sup>.

##### B. Seniority Personal Leave List

There will be established in each squad, watch, zone, or section of a division a seniority personal leave list. Employees in each classification will select their personal leave and the employee with the most seniority in classification shall have the first right of personal leave choice. The employee with the next higher seniority in classification will have the next right of choice and so on down the list.

C. Scheduling After February 1

After February 1, the scheduling of personal leave will be accomplished on a first come, first serve basis for available leave dates.

- (4) Upon written request with at least thirty (30) days advance notice, an employee taking at least two (2) weeks of authorized paid vacation may have advanced to him/her on his/her last regular pay day prior to beginning the paid vacation, his/her normal bi-weekly take home pay.
- (d) Employees shall request leave and the **Employer** shall note approval or disapproval of such leave on a form provided by the **Employer**.
- (e) The minimum amount of personal leave to be taken and charged shall be one-half (1/2) hour for the first half-hour. After the first half-hour leave may be taken in increments of one-tenth (1/10) of an hour. Personal leave will be charged only against an employee's regular workday and shall not be charged for absences on prearranged overtime work and/or unscheduled call-in overtime work-days or holidays.
- (f) Should a legal holiday fall within an employee's scheduled personal leave period, no personal leave time will be charged for the holiday.



**ARTICLE 18**  
**BEREAVEMENT AND FUNERAL LEAVE**

- 18.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Office of the Sheriff so authorized by the appropriate Assistant Chief or above.
- 18.2 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 term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. The term shall also include the following relatives of the individual's spouse: half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, and step-children. Special consideration may also be given to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.



**ARTICLE 19  
LEAVE DONATION**

- 19.1 (a) In the event an employee is forced, after exhausting all terminal leave, holidays and personal leave, to be placed on leave without pay status, due to illness or off-duty injury, another employee may donate a holiday or personal leave day to the ill or injured employee provided said donor has at least eighty (80) hours of personal leave accrued.

In the event an illness is reclassified as a workers' comp injury, all such used and unused time will be returned to the original donor(s).

To properly administer this plan, the donating employee will report to JSO Human Resources and submit his/her days which will be dated for use in lieu of leave without pay days or until such time as the employee receiving such time returns to duty.

- (b) Exception to Section 19.1(a) - No employee who was given the option to use accrued leave for the purpose of satisfying a disciplinary action requiring reduction of pay and who as a result of exercising that option is left without accrued leave may receive a donation of such leave time for the purpose of replenishing accrued personal leave lost for disciplinary reasons until the employee either has accrued leave equivalent to the amount of disciplinary reduction, or has been off work without pay for a period equal to the duration of the disciplinary penalty. Provided that this subsection shall only apply in those cases where a single incident gives rise to both the disciplinary reduction and the injury that resulted in the exhaustion of accrued leave.



**ARTICLE 20**  
**MILITARY LEAVE**

- 20.1 Leaves of absence and re-employment rights of employees inducted into military service shall be as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Florida Statutes. The following provisions shall govern to the extent that they are not in conflict with these statutes. In the event of conflict, the statutes shall govern.
- 20.2 **Reserve Training:** Any employee who is a member of the Armed Forces Reserve or of the National Guard will be granted military leave not to exceed seventeen (17) working days once every calendar year after presentation of official orders and submission of a Leave Request. The employee shall be paid for the number of working days occurring during this military leave, according to his/her regular work schedule.
- 20.3 **Active Duty During Peacetime:** Employees who enlist in the Armed Forces during peacetime are not eligible for military leave but are entitled to reemployment with the City within (90) days of release from active duty with an honorable discharge. This reemployment will be without loss of benefits or seniority. The reinstated employee will not accrue merit increases during the absence.
- 20.4 Any member of a Reserve component of the Armed Forces of the United States who enters upon active duty (other than for the purpose of determining physical fitness and other than for training) or whose active duty is extended during a period when the President is authorized to order units of the Ready Reserve or members of a Reserve component to active duty shall be eligible for military leave benefits (pay for the number of working days, according to the employee's regular work schedule, occurring during the first thirty (30) calendar days of military leave).
- 20.5 Upon returning from military leave, employees will be placed on the same step of the pay plan on which they were placed immediately prior to the military leave. Employees on military leave will receive any general salary adjustments that were granted during their absence to their job classification and earn time toward longevity pay steps during the unpaid period of military leave. Drafted or extended employees will continue to earn seniority credit toward longevity, annual leave and promotional examination.
- 20.6 **Active Duty During Wartime:** Any employee who enters the Armed Forces during a period of war between the United States and a foreign government or who is called to active duty in the Armed Forces or National Guard during wartime, shall be granted military leave for his/her period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days, according to his/her regular work schedule occurring during the first thirty (30) calendar days of military leave.
- An employee granted an extended military leave may elect to be paid for accumulated annual leave.
- 20.7 Employees may request adjustment of their schedules for a military weekend drill by written request to their supervisors. Such requests shall be submitted at least fourteen (14) days prior to drill date. A determination under this section is not grievable or arbitrable, but the employee may request a review by the division chief.



**ARTICLE 21  
HOLIDAYS**

21.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

- January First (New Year's Day)
- Third Monday in January (Martin Luther King's Birthday)
- Third Monday in February (Presidents' Day)
- Second Friday of May (Police Memorial Day)
- Last Monday in May (Memorial Day)
- July Fourth (Independence Day)
- First Monday in September (Labor Day)
- November Eleventh (Veterans' Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day after Thanksgiving (Day after Thanksgiving Day)
- December Twenty-Fourth (Christmas Eve)
- December Twenty-Fifth (Christmas Day)

Any day declared a holiday by Ordinance of the Council or proclamation of the Mayor.

21.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the **Employer** may elect to schedule the employee to take a day off on another date mutually agreed upon or to compensate him/her at the straight time rate in order to equalize the observed legal holidays in Section 21.1.

21.3 Should any holiday not be used during a calendar year due to scheduling or other reasons, then that employee shall be allowed to carry over to the next year unused holidays. If for some reason the carry-over holidays are not taken by September 30 of that year, the **Employer** will compensate the employee for those days not taken. There will be nothing in this section which authorizes the carry-over of any holiday for which compensation has been made pursuant to Section 21.2 hereof.

21.4 Any permanent or probationary employee shall receive payment for any paid holiday unless:

- (a) Employee has an unexcused or unpaid absence on the last regular work day preceding such holiday or on the next regular work day following such holiday;
- (b) Employee is on leave of absence or layoff on the day on which such holiday occurs;
- (c) Employee fails to report for work without justifiable reason for such absence having been scheduled to work on such holiday.
- (d) Employee is receiving workers' compensation or supplemental workers' compensation pay.

21.5 When any employee is required to work on a day observed by that employee as a holiday pursuant to 21.6, the employee shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay and shall be allowed to take a day off at a later date.

21.6 Those employees who work a Monday through Friday work week shall observe holidays as set forth annually in the City Human Resources Directive on that subject. All other employees shall observe the holidays on the day on which the holiday occurs.



**ARTICLE 22**  
**HOURS OF WORK AND OVERTIME PAYMENT**

22.1 **Purpose of Article**

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Office of the Sheriff is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Sheriff, provided that contract requirements regarding notification and overtime will be met.

22.2 **Work Period**

The work period for police officers covered by this Agreement shall be a period of twenty-eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

22.3 **Overtime Pay**

- (a) **Overtime based on time worked in work period** -- Police Officers covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred seventy-one (171) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supercede this section 22.3 (a).
- (b) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in any twenty-four (24) hour period.
- (c) **Weekly Overtime** -- Employees covered by this Agreement will be paid at rate of time and one half (1/2) for all hours worked in excess of those normally scheduled in a forty (40) hour work week, or eighty (80) hour work period. Whenever an employee is required to work double the time normally scheduled, then an overtime rate of two (2) times the employee's regular rate will be paid for hours in excess of twice the normal schedule.
- (d) **Premium Payments** -- Premium payments for hours worked shall not be duplicated. For the purpose of this Agreement, the following items of payment are agreed to be "Premium Payments."
  - (1) Holidays - 21.1
  - (2) Call-Back - 22.5
  - (3) Stand-By Pay - 24.1
  - (4) Depositions or Court-Time – 24.1
  - (5) Hearing Board or Internal Invest. – 23.3
  - (6) Pager Stand-By – 23.11
- (e) **Compensatory Time** -- Compensation for overtime shall be in the form of cash payments unless compensatory time is mutually agreeable between the employee and the Sheriff. Police Officers may accrue up to four hundred eighty (480) hours of compensatory time; once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received. The **Employer** may require employees who have five (5) days or more of compensatory time accrued to utilize compensatory time. The **Employer** may also require employees who have two (2) or less

hours of compensatory time accrued to utilize compensatory time.

22.4 **Meal Periods**

- (a) Employees on shifts will be provided a meal period when the workload permits.
- (b) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed forty-five (45) continuous minutes when the workload permits.

22.5 **Call Back**

An employee who has left his/her normal place of work for his/her residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he/she shall receive a minimum payment of two and one-half (2-1/2) hours at time and one-half (1-1/2) their regular rate. The minimum time provided herein does not apply if any early call-in period extended into the start of the employee's regular work period.

22.6 **Authorization for Overtime Required**

No employee may authorize overtime for themselves but shall be entitled to receive overtime as appropriately authorized by their supervisor.

22.7 **Off Duty Call with Assigned Vehicle**

Notwithstanding the provisions of Section 22.3 (a) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor (exception: when otherwise provided by General Order) said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day work period, in which case section 22.3 (a) shall apply.

22.8 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

22.9 **Regular Hourly Rate of Pay for Overtime Calculations**

For the purpose of calculating overtime, the hourly rate of pay for all employees covered by this collective bargaining agreement, the following payments shall be included:

- (a) Shift Differential Pay (Weekly Basis)
- (b) Education Incentive Payments (Monthly)
- (c) Payments for Reaching Levels of Certification (Monthly)
- (d) Longevity Pay (Monthly)
- (e) Working Out of Classification Pay (Daily or Weekly Basis)
- (f) Regular Base Salary (Monthly)
- (g) Training Officer Differential Pay

FOP POLICE OFFICERS

All payments set forth above which are paid on a monthly basis shall be added together to reach a monthly base; that monthly base shall be multiplied by twelve (12) and then divided by fifty-two (52) to reach a weekly base; then the payments set forth above which are paid on a weekly rate shall be added to the weekly base to reach a final weekly base. The final weekly base shall then be divided by forty (40) to reach an hourly rate which will be the rate used to calculate the payment of overtime.



**ARTICLE 23**  
**WAGES**

- 23.1 (a) All employees shall be compensated in accordance with the pay plan attached as Schedules D and E. Implementation and transition provisions to the current pay plan and salary schedules shall be as follows:
- (1) New employees hired in the classifications of Police Officer, Police Officer Special Assignment, and Police Officer Pilot shall be hired at step 1 of the current pay plan and shall progress thereafter, when eligible, on the current pay plan.
  - (2) Police Recruits shall be hired at a rate of 95% of the Step One rate of Police Officers.
    - a) Upon successful completion of field training, Police Recruits shall advance to Police Officer with probationary status. They shall be paid at Step One of the Police Officer pay plan.
    - b) Progression through the steps of the Police Officer pay plan shall be based on the original hire date as a Police Recruit.
  - (3) Each employee shall progress in the current pay plan, when eligible, based on the employee's total years of continuous service as a sworn officer with the department.
  - (4) The parties agree to form a task force with three (3) representatives of the City, three (3) representatives of JSO, and six (6) representatives of the F.O.P. (including Police Officers and Corrections Officers appointed by the President of the F.O.P.) to address improving standards and measurements for individual officer performance.
 

The task force will recommend changes to the City, JSO and F.O.P. no later than April 1, 2005.
  - (5) FY 2003-2004. There will be a two and three-quarter percent (2.75 %) increase in the salary rates at each step of the pay plan effective 1/1/2004.
  - (6) FY 2004-2005. There will be a three percent (3.0%) increase in the salary rates at each step of the pay plan
- 23.2 A qualified employee who is temporarily assigned by the supervisor to serve in a higher class or position for at least one continuous hour shall be paid for the period of time actually worked in the higher class at the rate for the step of the pay grade for the higher classification which is the same as the step to which the employee is assigned in the pay grade for his/her own classification. This provision shall not apply if the employee is assigned to a higher classification for the purpose of on-the-job training for definite advancement purposes.
- 23.3 Pay increments under the Pay Incentive Plan for College Credit shall be continued as provided in Schedule B. All college credits or semester hours toward any college degree recognized for the Pay Incentive Plan for College Credit shall be from colleges or universities accredited by the Southern Association of Secondary Schools and Colleges or equivalent. Any pay increment received by an employee after having acquired the initial thirty (30) hours under the Pay Incentive Plan for College Credit shall apply only so long as the employee receiving the pay increments continues his/her educational program without any break in enrollments, except for the summer sessions.<sup>2</sup> This provision for a continuous educational program shall not apply once the employee has acquired the Associate of Arts or Associate of Science degree. In the case of an

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<sup>2</sup>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.

employee attending a four year university, this provision shall not apply once the employee has attained the classification of Junior. The only exception shall be for sickness or accidental injury and only after the employee has requested and received approval for an exception for such condition from a committee to be selected by the Chief of Personnel and composed of the Chief of Personnel or designee, one (1) representative from the Office of the Sheriff, and one (1) representative from the **F. O. P.** In order to be eligible for the Pay Incentive Plan for College Credit, a newly hired employee must have completed his/her probationary period with the Office of the Sheriff.

- 23.4 The **Employer** will establish an Investigative and Research Advisory Committee which shall have the following:

- Chief of Human Resources or designee
- Chief of Personnel, Office of the Sheriff or designee
- Sheriff or designee
- Three (3) **F.O.P.** representatives to be designated by the **F.O.P.**

It shall be the function of this committee to make a study of salary inequities, vacation leave allowance, medical and dental benefits, sick leave plans, and paid holiday allowance of various police departments that are comparable to the Office of the Sheriff, Jacksonville, Florida and recommend appropriate adjustments to the **Employer**.

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

- Starting Time:
- After 12:00 p.m.                      3.75% base pay
- After 10:00 p.m.                      3.50% base pay

- 23.6 Evaluations of service shall be standard and in writing throughout the Sheriff's Office for all employees covered by this Agreement, with each activity using the same evaluation system. Any employee who is dissatisfied with his/her evaluation may follow the grievance process outlined in Article 8 through Step IV, based upon the **Employer's** failure to follow procedures.

- 23.7 In addition to the regular wages provided under this Agreement, the **Employer** may elect to establish incentive programs for its employees. If the **Employer** elects to establish such incentive programs, the program may consist of awards of cash payments or other types of awards to individual employees or groups of employees as determined by the **Employer** in order to recognize job performance improvements, improved job safety records, suggestions or actions which result in job-related cost savings or job-related benefits, or other similar job-related improvements which can be documented and measured.

- 23.8 Qualified Field Training Officers shall be granted an additional five percent (5%) above their base pay for each day they are actually training an assigned police/reserve officer trainee.

- 23.9 Qualified Helicopter and Fixed Wing Pilot trainers, who have FAA Certified Flight Instructor's Certification, shall be granted an additional five percent (5%) above their base pay for each day they are actually training an assigned trainee.

- 23.10 Qualified Field Training Patrol Sergeants shall be granted an additional five percent (5%) above their base pay for each day they are actually supervising a Field Training Officer who is assigned a police officer trainee.

- 23.11 **Payment When Required to Answer Pager While Off-Duty**

When an off-duty employee is required by his/her supervisor to be answerable to a pager, he/she shall be compensated one (1) hour at the regular rate of pay for each day if the following requirements are met:

- (1) The employee must be the only officer in the Unit required to be answerable to a pager. (Except that in the Homicide Section, the entire unit on call shall qualify.)
- (2) The employee shall not have received a call to duty during the time he/she is required to be answerable to a pager.

**23.12 Canine Care**

Officers assigned to canine duty shall receive one (1) hour per shift to provide canine care. The employee will be compensated for one (1) hour for canine care on the employee's day off. There shall be no premium compensation for canine care unless the employee works in excess of one hundred seventy-one (171) hours in the twenty-eight (28) consecutive day work period provided for in 22.2.

- 23.13 At the direction of the Mayor, the City's Chief of Human Resources may authorize payment of a monthly differential, in an amount determined by the Mayor, to bargaining unit employees regularly assigned to the Office of the General Counsel, or the Mayor's Office.



**ARTICLE 24**  
**COMPENSATION FOR COURT RELATED MATTERS**

**24.1 Duty Related Court Appearances**

**(a) Payment for Required Telephone Standby While Off-Duty**

When an off-duty employee is required by the State Attorney's Office or the Judge of any court to be on telephone standby, the employee will notify the court liaison officer of such order. The standby requirement will then be confirmed and the employee compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for those hours the court is in session or until released accordingly.

**(b) Payment for Off-Duty Court Appearance**

(1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney or Public Defender for pre-trial conference or deposition arising from duties performed as a Jacksonville Police Officer, he/she will be compensated in the following manner:

(A) For all off-duty employees on regular day off or approved leave, a four (4) hour overtime compensation will be credited for the first appearance on any given calendar day and a minimum of one (1) hour or actual time, whichever is greater, for all appearances thereafter. If there is no lapse between appearances, it shall be treated as one appearance.

(B) If a subpoena is directed for appearance to a private attorney's office for deposition arising out of official duties, compensation will be credited provided the court liaison officer has confirmed the subpoena.

**(c) Payment for Court Appearance Before or After Duty**

(1) One Hour or Less — Personnel eligible for overtime who are attending court or other proceedings arising out of the course of their official duties for one (1) hour or less before or after their scheduled tour of duty shall receive a minimum of one (1) hour of overtime.

(2) More Than One Hour — Personnel attending court or other proceedings exceeding one (1) hour before or after tour of duty shall be paid a minimum of three (3) hours or actual time, whichever is greater, at their overtime rate.

(3) If there is no lapse between appearances, it shall be treated as one appearance.

**24.2 Filing Information**

**(a) Compensation for Filing Information While Off-Duty**

Notwithstanding the provisions of Section 22.3 (c) a one (1) hour minimum of overtime shall be paid when filing a direct information with the State Attorney's Office while off duty. If such filing extends beyond one (1) hour, then time used in excess of one (1) hour will be paid at the employee's regular rate of pay unless such time would be in excess of one hundred seventy-one (171) hours during the employee's 28 day work period. In that event, the rate of pay would be time and one-half (1-1/2).

## (b) Compensation for Filing Information Before or After Duty

Notwithstanding the provisions of Section 22.3 (c) if officers elect to file immediately prior to or after the employee's regular duty assignment, the employee will be compensated at the employee's regular rate of pay unless such time would be in excess of one hundred seventy-one (171) hours during the employee's 28 day work period. In that event the rate of pay would be time and one-half (1-1/2).

For the purpose of this section, immediately prior to shall be defined as one (1) hour prior to the regular duty assignment and after shall be defined as one (1) hour after the regular duty assignment.

24.3 **Witness Appearance**

## (a) Fact Witness

When an off-duty employee is required to appear before any hearing board, arbitrator, or internal investigation as a fact witness (as opposed to a character witness) as the result of receiving a subpoena or direct order in the course and scope of employment, the employee will be compensated at the same rate as for duty-related court appearances, as set out in Article 24.1 (c). A "fact" witness is one who testifies to what was seen, heard, or observed regarding an underlying event at issue. A "fact" witness is not a witness who testifies to opinions, character, or like testimony.

## (b) Character Witness

Any employee who appears before any hearing board, arbitrator, or internal investigation to testify as a character witness (as opposed to a fact witness) whether or not as the result of receiving a subpoena, must request and use leave during the time necessary to appear and testify.

A character witness is one who offers an opinion about the reputation of a person or who describes specific instances of conduct of a person for the purpose of proving that person's character. Examples of testimony as a character witness include, but are not limited to cases where the witness testifies that the person has a good reputation in the community or within the sheriff's office that the person is a law abiding citizen or good police officer, that the person has a good reputation for truth and veracity, or that the person has a reputation for being unreliable, untrustworthy.

**ARTICLE 25**  
**FITNESS FOR DUTY EXAM**

- 25.1 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 the duties required of the employee's classification.
- 25.2 This examination will be conducted on **Employer** time and at **Employer** expense. Should said examination result in more than eight (8) hours, said employee will be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay.



**ARTICLE 26  
SAFETY AND HEALTH**

- 26.1 The **Employer** agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The **Employer** and the **F.O.P.** will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 26.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the **Employer** in accordance with established safety practices. Such practices may be improved from time to time by the **Employer** and the **F.O.P.** Such protective devices, apparel, and equipment, when provided by the **Employer**, must be used and the **F.O.P.** agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.



**ARTICLE 27**  
**PHYSICAL ABILITY TESTING**

- 27.1 Employees shall be subject to annual physical ability testing, in accordance with the terms of the Jacksonville Sheriff's Office Physical Ability Testing Policy (Copy attached as Appendix B.)
- 27.2 The parties agree to the following clarifications of the Physical Ability Testing Policy:
- (a) **Changes to Test** -- The **Employer** is permitted to make administrative changes to the Physical Ability Test. Examples of permitted changes include but are not limited to: improving the surface of the test course, removing handles from test dummy, and making similar improvements to test equipment.
  - (b) **Concerted Police Activity** -- An injury that occurs while in the course of "concerted police activity" is defined as an injury that occurs while the officer is actively involved in police actions.
  - (c) **Thirty Day Grace Period** -- An employee who fails the physical ability test will be given a grace period of thirty calendar days during which he/she may retake the test. During this thirty day grace period, the employee will be required to initiate and participate on duty in the rehabilitation provided for in the policy. However, the disincentives listed in the policy will not go into effect unless the employee fails to pass the test within the thirty day grace period.
  - (d) **"Forfeiture of Annual Step Raise"** means that the step raise normally provided to the employee will be delayed to such time when the employee passes the physical ability test. Once the employee passes the physical ability test, the annual step raise will be granted prospectively only (provided that the employee is otherwise eligible for step raise.)
  - (e) **"Forfeiture of Take Home Car Privileges" and "Forfeiture of Police Related Secondary Employment Privileges"** means that these privileges will be withheld until the employee has passed the physical ability test.
  - (f) **Priority for Accommodations** -- Section (3)(C)ii of the Accommodation section of the Physical Ability Test Policy establishes a priority listing which will be used in determining which employees will be bumped because the number of qualifying officers exceeds the number of available Permanent Light Duty Positions. The third priority ("officers who are most senior") refers to the fact that officers who are more senior and eligible for retirement will be bumped before officers who have not qualified for retirement.



**ARTICLE 28**  
**INJURY-IN-LINE-OF-DUTY**

28.1 Any 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 by the **Employer**, shall, in addition to the benefits payable under the Workers' Compensation Law of the State of Florida, be entitled to the following benefits:

- (a) During the first twenty eight (28) calendar days of such disability, the employee shall receive net supplemental pay based upon his/her net take-home pay reduced by the Workers' Compensation indemnity payable. In no event shall any employee receive more than his/her net after-tax take-home pay from the City.
- (b) Thereafter, the **Employer**, may at its sole discretion (which discretion shall not be subject to contest or arbitration), grant additional injury-in-line-of-duty leave in increments of twenty eight (28) calendar days. Such extensions shall be cumulative, not to exceed twenty-four weeks, except as noted in the following paragraphs.

Any such employee injured shall be examined every twenty eight (28) calendar days by a medical doctor(s) selected by the **Employer**.

In the event such employee fails to return to duty due to disagreement between a medical doctor(s) for the employee and the **Employer**, then the Employer shall select a duly qualified medical doctor who shall resolve the medical disagreement. In resolving the medical disagreement between the employee's doctor and the **Employer's** doctor, the judgment, discretion and decision of the doctor selected to resolve such medical disagreement shall be final and not subject to arbitration. If such injured-in-line-of-duty leave continues through the twenty-fourth (24th) week following the pay period in which such injury occurred, the employee's supplemental pay shall be terminated. Termination of supplemental pay to the employee shall also occur on the date of any medical determination that the employee will be unable to return to duty within the twenty-four (24) week period which began on the first day such employee was unable to work due to injury-in-line-of-duty. After termination, the employee's right to compensation shall be governed by the provisions of the Workers' Compensation Law of the State of Florida, and by his/her entitlement to pension rights and sick leave benefits, if any. (Note: The **Employer** (Sheriff or his/her designee) in its sole discretion, which discretion cannot be changed or modified by an arbitrator, may provide a defined extension to the twenty-four (24) week period, not to exceed twenty (20) days for each extension).

- (c) If an employee, due to an on-the-job-injury, is temporarily partially disabled from performing the duties of his/her classification, he/she may be temporarily reassigned without reduction in pay, in accordance with the Civil Service and Personnel Rules and Regulations to other duties commensurate with medical and mental fitness, availability of suitable work, and his/her qualifications for the position.

28.2 This Article shall be subject to and governed by the provisions of Chapter 440, Florida Statutes.



**ARTICLE 29  
EMPLOYEE BENEFITS**

**29.1 Employee Death Payments**

In the event of an employee's death, payment shall be made for any and all accrued overtime, vacation leave, and other terminal leave benefits which such employee would have been entitled to receive under the applicable provisions of law and only in the following sequence; to the wife or husband; or to any child or children over the age of eighteen (18), or to the designated guardian if the child or children are under the age of eighteen (18); or the mother or father; or thereafter to the designated administrator of the deceased employee's estate.

**29.2 Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed for operating expenses at the rate per mile traveled as prescribed by City Council Ordinance 80-250-87, as amended, exclusive of mileage traveled to and from said employee's work location. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties, provided parking spaces are available.

**29.3 Comprehensive Medical Coverage**

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

**29.4 Dental Health Plan**

The **Employer** agrees to pay the premium per month, per employee covered by this Agreement for the purpose of providing payment of a comprehensive dental health plan for the employees.

**29.5 Payroll Deductions for Agent of Record**

The **Employer** agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employee plans.

These plans shall be administered by the "Agent of Record" so designated by the **F.O.P.** It is understood and agreed that the **Employer** may assess a charge not to exceed four (4) cents per deduction per payroll. Further, it is agreed that the **Employer** assumes no responsibility or liability to or for the **F.O.P.**'s Agent of Record. Solicitation for these plans shall only be made at times mutually agreed to by the Office of Human Resources, Jacksonville Sheriff's Office, and the **F.O.P.** so as to prevent loss of production on work time.

**29.6 Voting**

During an election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting.

29.7 **FOP Heart/Hypertension Special Benefit**

**Purpose:** To provide special benefits to law enforcement officers who suffer heart disease and/or hypertension subsequent to their date of employment, but who are not otherwise covered under the Florida Workers' Compensation law.

(a) **Coverage and Limitations**(1) **Medical**

- (A) Employees will file heart/hypertension claims for reimbursement of covered expenses through their City medical insurance carrier.
- (B) The City will reimburse employees for covered co-payments and deductibles until the employee has been off work 52 weeks due to heart disease or hypertension, and is unable to return to work according to an approved medical doctor. Such reimbursements shall not exceed \$3,500 per plan year and \$10,000 lifetime and shall terminate once an employee retires under Pension Fund rules.

(2) **Disability**

- (A) Upon application to the Chief of Human Resources, employees will continue to receive paid leave not otherwise chargeable for the first 84 calendar days of covered illness. After 84 calendar days have elapsed, the employee, will receive paid leave at the rate of 2/3 of his or her salary for the next 84 calendar days. During this period, the employee, at his or her option, may elect to retain full pay by utilizing sick leave or personal leave at one-third (1/3) day for each day. Thereafter, full sick leave or personal leave must be utilized.
- (B) If an employee, due to heart/hypertension disability, is temporarily, partially disabled from performing the duties of his/her classification, he or she may be temporarily reassigned without reduction in pay in accordance with the Civil Service and Personnel Rules and Regulations to other duties commensurate with medical and mental fitness, availability of suitable work, and the employee's qualifications for the position.
- (C) Second or subsequent heart/hypertension claims will be considered only if the employee has returned to full duty for three months following the first incident. An employee shall not receive more than 36 weeks of full pay under this provision.

- (3) **Death:** In the event of the death of an employee due to heart disease or hypertension prior to retirement, the City shall pay a death benefit/funeral allowance of up to \$2500, but not exceeding actual funeral expenses.
- (4) **Disputes:** Questions concerning payment of medical and pharmacy bills under this section will be resolved by a Special Benefit Committee consisting of the FOP President or designee, the Chief of Human Resources (City) or designee and the Chief of Human Resources (JSO).
- (5) **Reports:** The Risk Management Division will report quarterly on all claims to the Special Benefit Committee.

**ARTICLE 30  
LIFE INSURANCE**

- 30.1 The **Employer** shall provide and pay full premiums for group term life insurance policy in the amount equal to the employee's yearly salary with a double indemnity clause for accidental death for those employees covered by this Agreement who are not temporarily or permanently assigned to the helicopter or fixed wing section. Benefits may be reduced at age 70, to 65% of the benefits under the policy.
- 30.2 The **Employer** shall provide and pay full premiums for life insurance policy equal to twice the employee's yearly salary with a double indemnity clause for accidental death for those employees covered by this Agreement who are temporarily or permanently assigned to the helicopter or fixed wing section. Benefits may be reduced at age 70, to 65% of the benefits under the policy.
- 30.3 The **Employer** shall provide and pay full premiums for \$60,000 life insurance covered per seat for all helicopter and fixed wing aircraft(s) used by employees covered by this Agreement while on police business.



**ARTICLE 31  
UNIFORMS AND EQUIPMENT**

- 31.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Office of the Sheriff. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, brief cases, foul weather gear, rain boots, cold weather gear and safety equipment, except socks and undershorts.
- 31.2 The **Employer** agrees that before ordering a new uniform and new personally assigned equipment, the **F.O.P.** will be consulted and requested to survey the members concerning any proposed change of uniforms and equipment. The **F.O.P.** may submit recommendations for the improvement of said uniforms or equipment; however, these recommendations are not binding upon the **Employer**.
- 31.3 (a) The **Employer** will pay for the repair or replacement of personal property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 31.3 (b) through (f).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property, damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Sheriff.
- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties including non-uniform clothing, watches, prescription eye glasses, sunglasses, contact lenses, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever costs less) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Sheriff.
- (e) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (f) In no event will the **Employer** pay more than three hundred dollars (\$300.00) to repair or replace any personal property.
- (g) The **Employer** shall make every reasonable effort to reimburse the employee within thirty (30) days of the report of damage when an employee is entitled to payment under this section.
- (h) When any **Employer** property is damaged, destroyed, or lost as a direct result of the employee's negligence or carelessness, the employee shall be responsible for paying the cost of repair or replacement. Provided, however, in no event will the employee pay more than four hundred dollars (\$400.00) to repair or replace the property. For purposes of this section, it is understood that negligence or carelessness does not include inattention caused by the employee's immediate need to perform official duties and responsibilities.
- 31.4 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to

provisions pertaining to the processing of such claims as set forth by the Sheriff.

31.5 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of one hundred dollars (\$100) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

In the event an employee uses his/her personal or retirement leave prior to retirement as set forth in Article 15.7, the Clothing Allowance shall not be payable while on such leave.

31.6 Employees in the Organized Crime Section who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of one hundred dollars (\$100) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

31.7 In the event an officer uses his/her personal or retirement leave prior to retirement as set forth in Article 15.7, the Clothing Allowance shall not be payable while on such leave.

**ARTICLE 32**  
**SECONDARY EMPLOYMENT**

- 32.1 The number of hours an employee may work off-duty shall be limited to one hundred four (104) hours per month. An eight (8) hour rest period shall be mandated between an employee's ending tour of duty and the next beginning tour of duty. The eight (8) hour rest period also applies to the employee's days off. The one hundred four (104) hours per month of extra duty may be supplemented by annual or compensatory leave. During the 24-hour period encompassing an employee's scheduled work day, the employee may not exceed 16 hours of work. The Sheriff or designee may at his/her discretion, waive the 104-hour per month limitation.
- 32.2 Employees who schedule approved secondary employment who are paid a scheduling fee, shall pay a flat fee of fifteen dollars (\$15.00) a job per month scheduling fee.
- 32.3 The employee working secondary employment (or the secondary employer) will remit to the Jacksonville Sheriff's Office an administrative fee of \$3.50 per hour for each hour paid, not necessarily worked. The administrative fee will be calculated by the hour using the established hourly rate. Fees for increments of time less than an hour will be prorated.
- 32.4 Employees who intentionally evade the payment of the amounts required by this Article will face appropriate discipline, and/or loss of secondary employment.
- 32.5 Employees are prohibited from engaging in secondary employment while in an on-duty status.
- 32.6 All administrative fees for a one (1) month period must be paid to JSO by the 10<sup>th</sup> day of the following month. Employees whose payments are more than two (2) weeks late will be subject to appropriate discipline, which may include loss of secondary employment privileges.
- 32.7 The hourly rate for secondary employment shall be twenty seven dollars and fifty cents (\$27.50) for officers and thirty dollars and fifty cents (\$30.50) for supervisors. All jobs currently quoted at the previous rate of pay will be valid for a period of six (6) months. 1
- 32.8 Restrictions on Secondary Employment, as stated in applicable General Orders, and as amended by the Sheriff's Direct Review Committee, shall apply to the extent they are not inconsistent with the provisions of this Article.
- 32.9 Employees will not engage in secondary employment until they have been off duty for two regular days, or worked one day following sick leave, bereavement leave, injury on duty (IOD), light duty, suspension (with or without pay) or administrative leave.
- 32.10 An employee who is denied secondary employment in violation of the applicable General Orders may grieve the denial through Step 4 of the grievance procedure. The decision made at Step 4 shall be final.



**ARTICLE 33  
PROMOTIONS**

Promotions within the bargaining unit shall be governed by the Civil Service and Personnel Rules and Regulations, except that the "rule of 3" as provided in the City Ordinance Code shall supersede the provisions of the Civil Service and Personnel Rules and Regulations. Any disputes relating to promotions shall be resolved exclusively through the Civil Service System.



**ARTICLE 34**  
**MISCELLANEOUS PROVISIONS**

- 34.1 In any suit, legal action or proceeding, wherein an employee covered by this Agreement is sued as an individual, for damages, compensatory and/or punitive, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.
- 34.2 It is understood and agreed that employees shall furnish written notification of their intent to file suit against a third party in any court of law, if the suit arises out of the employee's official duties. Notice shall be provided to the UnderSheriff, not less than five (5) days before the actual filing date.
- 34.3 Whenever any employee is involved in an accident with any vehicle owned, leased, or rented by the **Employer**, and said accident is solely a result of equipment failure or defect unconnected with any negligence or misconduct of the employee, the employee shall not be disciplined by the **Employer** for the accident or results thereof. Any alleged equipment failure or defect must be reported at the time of the accident and included in the vehicle defect section of the report. An employee's failure to follow the Written Directives applicable to vehicle care and maintenance shall nullify the provisions of this section.



**ARTICLE 35  
SEVERABILITY**

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision; and upon issuance of such decision, the **Employer** and the **F.O.P.** agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.



**ARTICLE 36  
RESIDUAL RIGHTS**

- 36.1 The **Employer** retains all rights, powers, functions, and authority it had prior to the signing of this contract except as such rights are specifically relinquished or abridged in this contract.
- 36.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within the bargaining unit shall apply to the extent that they are not in conflict with the provisions of this Agreement.



**ARTICLE 37  
ENTIRE AGREEMENT**

- 37.1 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. This Article shall not be construed to in any way restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.
- 37.2 Except as provided otherwise in this Agreement, this Agreement shall be effective October 1, 2003 and shall remain in force to and including September 30, 2005.



**SCHEDULE A**

**BARGAINING UNIT CLASSIFICATIONS**

**Police Recruit**

**Police Officer**

**Police Sergeant**



**SCHEDULE B****PAY INCENTIVE PLAN FOR COLLEGE CREDIT**

For the purposes of the schedule, 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 Catalog of Florida Junior College at Jacksonville.

Effective October 1, 1992:

- (1) Each employee in the Bargaining Unit who has successfully completed at least thirty (30) semester hours toward an Associate of Arts or Associate of Science or attained the classification of sophomore at a four year university with a "C" average/2.0 GPA or better and with at least twelve (12) semester hours of Police Science, shall receive a fifty dollars (\$50.00) per month pay differential.
- (2) Each employee in the Bargaining Unit who has successfully completed his/her programs of study required to qualify for and possesses an Associate of Arts or Associate of Science degree in the Police Sciences or attained the Classification of junior at a four year university with a "C" average/2.0 GPA or better and with at least eighteen (18) semester hours to be of Police Science shall receive a one hundred dollars (\$100.00) per month pay differential.
- (3) Each employee in the Bargaining Unit who has successfully completed his/her programs of study required to qualify for and possesses a Bachelor of Arts or Bachelor of Science degree with a "C" average/2.0 GPA or better shall receive a one hundred fifty dollars (\$150) per month pay differential.
- (4) Each employee in the Bargaining Unit who has successfully completed his/her programs of study required to qualify for and possesses a Master of Arts or Master of Science degree shall receive a two hundred (\$200.00) per month pay differential.
- (5) Any employee in the Bargaining Unit who has successfully completed his/her Associate of Arts, Associate of Science, baccalaureate degree, master's degree, or has at least sixty (60) credit/semester hours toward a degree from an accredited college or university and that degree of course of study is not in Police Science or related fields of study may qualify for the Pay Incentive Plan for College Credit as follows:
  - (a) Each employee in the Bargaining Unit who has successfully completed fifteen (15) credit/semester hours with an average/2.0 GPA or better toward the Law Enforcement Certificate in Criminal Justice at the University of North Florida shall receive a fifty dollar (\$50.00) per month pay differential.
  - (b) Each employee in the Bargaining Unit who has successfully completed the course of study required to obtain a Law Enforcement Certificate in Criminal Justice with a "C" average/2.0 GPA or better shall receive the pay differential appropriate to the level of the degree held.

NOTE: The "C" average/2.0 GPA or better requirement shall not apply to those employees receiving college incentive pay prior to October 1, 1973.

The addition of Sections (3), (4), and (5) is not intended as a substitute or replacement for the program of study provided for under the provisions of Sections (1) or (2) of Schedule B.



**SCHEDULE C  
REQUIREMENTS FOR PAY ADVANCEMENT**

The appropriate Department Director shall recommend in writing to the Chief of Human Resources the advancement in salary of each employee who has met the requirements for pay advancement as provided herein. Provided the following conditions are met, the employee's advancement through the steps of the Pay Grade to which assigned shall be automatic, beginning on the first day of the first pay period following completion of one (1) year of continuous service subsequent to his/her date of employment if the following conditions are met:

**Conditions:**

- (1) The employee is in good physical and mental health capable of performing the duties of a police officer. (See Article 27, Physical Ability Testing)
- (2) The employee's performance in the job is satisfactory for the year prior to advancement to the next step.
- (3) If the performance of the employee is not satisfactory or his/her health is such that he/she cannot perform his/her duties, the step increase may be delayed for a period of six (6) months at which time, his/her performance will be reevaluated. If his/her performance has not improved substantially, the delay can be extended for another six (6) months for another evaluation. This process will be repeated until the employee's performance improves to the required standard. Injury on duty will not be a satisfactory reason to preclude advancement.
- (4) The employee will be advised in writing as to the reason his/her step increase was denied; and if the employee does not agree, he/she may use the grievance procedure which will be inserted at Step II or may file a grievance with the Civil Service Board.
- (5) All recommendations for salary advancement within grade shall bear the approval and recommendation of the employee's Activity Supervisor and Commanding Officer.
- (6) Those employees eligible to receive steps shall have their time of service calculated from the time they entered on duty as a Police Officer with the City of Jacksonville.
- (7) Requirements for advancement within the pay grades of the Pay Plan as specified in the above procedures shall require continuous, satisfactory service with the Office of the Sheriff.
- (8) This Pay Plan is designated to provide the career officer with the opportunity to advance and remain as a first-line street officer.



**SCHEDULE D  
CITY OF JACKSONVILLE  
SHERIFF'S OFFICE  
POLICE OFFICER, POLICE OFFICER SPECIAL ASSIGNMENT  
AND POLICE OFFICER PILOT  
FIFTEEN (15) STEP PAY PLAN**

<b>STEP</b>	<b>BASED ON COMPLETION OF:</b>	<b>MONTHLY FY 2003/2004 EFFECTIVE 1/1/2004</b>	<b>MONTHLY FY 2004/2005</b>
1	0-12 MONTHS	\$2898	\$2984
2	1 YEAR	\$3062	\$3154
3	2 YEARS	\$3223	\$3320
4	3 YEARS	\$3367	\$3468
5	4 YEARS	\$3530	\$3636
6	6 YEARS	\$4153	\$4278
7	8 YEARS	\$4217	\$4343
8	10 YEARS	\$4284	\$4412
9	11 YEARS	\$4350	\$4481
10	12 YEARS	\$4416	\$4549
11	13 YEARS	\$4481	\$4615
12	14 YEARS	\$4548	\$4684
13	15 YEARS	\$4613	\$4752
14	16 YEARS	\$4678	\$4819
15	17 YEARS	\$4744	\$4886



**SCHEDULE E  
CITY OF JACKSONVILLE  
SHERIFF'S OFFICE  
POLICE SERGEANT  
ELEVEN (11) STEP PAY PLAN**

<b>STEP</b>	<b>BASED ON COMPLETION OF:</b>	<b>MONTHLY FY 2003/2004 EFFECTIVE 1/1/2004</b>	<b>MONTHLY FY 2004/2005</b>
1	0-5 YEARS	\$4479	\$4613
2	6 YEARS	\$4776	\$4919
3	8 YEARS	\$4852	\$4997
4	10 YEARS	\$4928	\$5076
5	11 YEARS	\$5005	\$5155
6	12 YEARS	\$5081	\$5233
7	13 YEARS	\$5158	\$5313
8	14 YEARS	\$5233	\$5390
9	15 YEARS	\$5311	\$5470
10	16 YEARS	\$5387	\$5549
11	17 YEARS	\$5462	\$5626



**APPENDIX A  
CERTIFIED BAILIFFS**

**Preamble**

<b>Article A-1</b>	<b>Articles Adopted by Reference</b>
<b>Article A-2</b>	<b>Grievances &amp; Separations</b>
<b>Article A-3</b>	<b>Holidays</b>
<b>Article A-4</b>	<b>Hours of Work and Overtime Payment</b>
<b>Article A-5</b>	<b>Wages</b>
<b>Article A-6</b>	<b>Injury in Line of Duty</b>
<b>Article A-7</b>	<b>Life Insurance</b>
<b>Article A-8</b>	<b>Management Rights</b>
<b>Article A-9</b>	<b>Military Leave</b>
<b>Article A-10</b>	<b>Miscellaneous Provisions</b>
<b>Article A-11</b>	<b>Discharge and Discipline</b>
<b>Article A-12</b>	<b>Alcohol &amp; Drug Abuse Policy and Procedures</b>
<b>Article A-13</b>	<b>Matters Not Addressed</b>
<b>Article A-14</b>	<b>Leave</b>



**APPENDIX A - PREAMBLE**

On November 18, 1997, the State of Florida Public Employees Relations Commission (PERC) certified the Fraternal Order of Police as the bargaining agent for full-time, temporary, sworn, certified bailiffs. The employees, who are described in the November 18, 1997, order of the Public Employees Relations Commissions Case Number RC-97-031, will be referred to in this Appendix as "eligible employees." This Appendix sets forth the agreement reached by the City of Jacksonville and the Fraternal Order of Police ("FOP") with regard to the terms and conditions of employment of the eligible employees.



**ARTICLE A-1 ARTICLES ADOPTED BY REFERENCE**

A-1.1 The current provisions of Articles 1, 2, 4, 6, 9, 26, 35, 36, and 37 of the Agreement reached between the City of Jacksonville and the Fraternal Order of Police, Consolidated Lodge No. 5-30 [“the Agreement” (Police Officers through Sergeants)] are hereby adopted by reference and made a part hereof.

<b>ARTICLE 1:</b>	<b>FOP RECOGNITION</b>
<b>ARTICLE 2:</b>	<b>F.O.P. SECURITY AND CHECK OFF</b>
<b>ARTICLE 4:</b>	<b>MANAGEMENT SECURITY</b>
<b>ARTICLE 6:</b>	<b>SPECIAL MEETINGS</b>
<b>ARTICLE 9:</b>	<b>GRIEVANCE PROCEDURE</b>
<b>ARTICLE 26:</b>	<b>HEALTH &amp; SAFETY</b>
<b>ARTICLE 35:</b>	<b>SEVERABILITY</b>
<b>ARTICLE 36:</b>	<b>RESIDUAL RIGHTS</b>
<b>ARTICLE 37:</b>	<b>ENTIRE AGREEMENT</b>



**ARTICLE A-2 GRIEVANCES AND SEPARATIONS**

**A-2.1 Grievance Procedure**

- (a) The employees covered by this Agreement are classified as Temporary Part Time Court Bailiffs pursuant to Section 121.134, Ordinance Code, who do not have a property interest in their employment. Temporary Part Time Court Bailiffs do not have a right to the Civil Service complaint/grievance procedure. The sole procedure available to Temporary Part Time Court Bailiffs to grieve application of the terms of this Agreement shall be the Article 8 grievance procedure, provided that grievances of disciplinary actions shall be processed solely in accordance with Article A-11: Discharge and Discipline.

**A-2.2 Separations**

- (a) Temporary Part Time Court Bailiffs may be separated from employment without cause. When separated without cause, Temporary Part Time Court Bailiffs shall receive ten (10) days written notice of separation, or ten (10) days pay in lieu of notice, or any combination thereof. This provision shall not apply to Temporary Part Time Bailiffs discharged for disciplinary reasons.



**ARTICLE A-3 HOLIDAYS**

A-3.1 Eligible employees shall be entitled to compensation, as provided for in sections A-3.2 and A-3.3 for the eleven (11) holidays listed below, or on any day declared a holiday by ordinance of the City Council, or proclamation by the Mayor.

<b>DATE</b>	<b>EVENT</b>
January First	(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	(Independence Day)
First Monday in September	(Labor Day)
November Eleventh	(Veterans' Day)
Fourth Thursday in November	(Thanksgiving Day)
Day after Thanksgiving	(Day after Thanksgiving Day)
December Twenty-Fourth	(Christmas Eve)
December Twenty-Fifth	(Christmas Day)

A-3.2 Eligible employees who are not required to work on a holiday listed in section A-3.1 will be compensated for eight (8) hours at their regular hourly rate. 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 regularly-scheduled workday of the eligible employee.

A-3.3 Employees who work a Monday through Friday work week shall observe holidays as set forth annually in the City Human Resources Directive on that subject.

A-3.4 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.



**ARTICLE A-4 HOURS OF WORK AND OVERTIME PAYMENT**

**A-4.1 SCHEDULES**

Eligible employees' work schedules shall be set at the sole discretion of the Jacksonville Sheriff's Office.

**A-4.2 OVERTIME**

- (a) Eligible employees shall be required to work overtime when and as required. All overtime must be authorized and approved by the appropriate supervisor.
- (b) An eligible employee 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.
- (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 A-5 WAGES**

- A-5.1 Certified Bailiffs shall be compensated at the rate determined by the Jacksonville Sheriff's Office.
- A-5.2 Certified Bailiffs shall have their hourly rate increased by two and one-quarter percent (2.25%) effective October 1, 2003 and two and one-half percent (2.50%) effective October 1, 2004.
- A-5.3 Certified Bailiff Sergeants may be hired at a rate of 20% above the pay rate of Certified Bailiffs.
- A-5.4 **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 job safety records, innovative ideas that result in savings or other benefits, or other similar work-related improvements, provided the **FOP** is informed in writing of any such programs.



**ARTICLE A-6 INJURY IN-LINE-OF-DUTY**

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



**ARTICLE A-7 LIFE INSURANCE**

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



**A-8 MANAGEMENT RIGHTS**

- A-8.1 It is the right of the **Employer** to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to subcontract. It is also the right of the **Employer** to direct its employees, take disciplinary action, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that except as otherwise provided in this Agreement, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decision on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- A-8.2 Whenever it is determined that Civil Emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor and/or the Sheriff during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.



**ARTICLE A-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) to the extent required by the Uniformed Services Employment and Re-employment Rights Act of 1994 and the Florida Statutes and any other applicable laws.



**ARTICLE A-10 MISCELLANEOUS PROVISIONS**

- A-10.1 In any suit, legal action or proceeding, wherein an eligible employee is sued for damages, compensatory and/or punitive, which arises from his/her official duties, the **Employer** will provide legal counsel in accordance with Section 111.07, Florida Statutes.
- A-10.2 It is understood and agreed that eligible employees shall furnish notification, in writing, of their intent to file suit in any court of law, to the Office of the Sheriff, not less than five (5) days before the actual filing date, provided that said law suit affects or is connected in any manner with the **Employer**.
- A-10.3 When an eligible employee is involved in an accident with any vehicle owned, leased, or rented by the **Employer**, and said accident is a result of equipment failure or defect, unconnected with any misconduct of the employee, the eligible employee shall not be held accountable by the **Employer** for the accident or results thereof. Any alleged equipment failure or defect must be reported at the time of the accident and included in the vehicle defect section of the report. Neglect by the employee in failing to present the vehicle for proper maintenance will nullify all provisions of this section.



**ARTICLE A-11 DISCHARGE AND DISCIPLINE**

- A-11.1 Temporary Part Time Court Bailiffs shall not be subject to Part 3 Chapter 37 Ordinance Code and may not file a grievance to challenge disciplinary action, but may challenge discharge only through the system provided in this article.
  
- A-11.2 Temporary Part Time Court Bailiffs are at-will employees and may be separated from employment by the Sheriff at any time and for any reason. A terminated employee who believes that he or she has been stigmatized by his/her dismissal may receive a Name-Clearing Hearing from the City Chief of Human Resources upon written request submitted within ten (10) calendar days of the dismissal.



## ARTICLE A-12 ALCOHOL & DRUG ABUSE POLICY AND PROCEDURES

### 12.1 Mutual Agreement

The **Employer** and the **FOP** agree to the promotion of a drug-free workplace through fair and reasonable drug testing methods for the protection of the City of Jacksonville and its employees. The drug and alcohol testing policy of the Jacksonville Sheriff's Office is a proactive approach to a potentially serious problem facing all members of society.

The parties further agree that drug use and alcohol abuse have serious adverse effects upon users in the work force resulting in the loss of productivity, posing a threat to the workplace and to public safety and security. Maintaining a healthy and productive work force and safe working conditions free from the effects of drugs and alcohol are goals of both the **Employer** and the **FOP**. The parties recognize that drug use creates a variety of workplace problems, including increases in on-the-job injuries, in absenteeism, and in the financial burden on health and benefit programs. Criminal justice work requires, and the safety of the public demands, optimum mental and physical functioning of employees at all times. In the interest of public safety, the Jacksonville Sheriff's Office has a responsibility to monitor employees' use and abuse of controlled substances and other drugs/medicines.

Employees who believe that they may be abusing drugs are encouraged to contact the Employee Assistance Program for help in overcoming this problem.

### 12.2 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.

### 12.3 Circumstances When Testing May be Required.

- (a) The **Employer** may require an eligible employee to submit to alcohol and drug testing under any of the following circumstances:
  - (1) As part of the initial screening process for employment.
  - (2) When there is a reasonable suspicion that an eligible 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/her job performance or

represents a threat to the safety of the employee, co-workers, or the public. Reasonable suspicion drug/alcohol testing can be ordered by a captain or higher level commanding officer.

- (3) Following a serious accident or incident in which safety precautions were violated or unusually careless acts were performed and there is reasonable suspicion to believe these actions were the result of using drugs or alcohol.
- (4) As part of the Sheriff's Office random drug testing program. Such random drug testing may occur before, during, or immediately after the regular work period of the employee, and shall be compensated in accordance with the terms of this Agreement.
- (b) The **Employer** will pay the cost of any tests required by this article.
- (c) Eligible employees who are tested on the basis of reasonable suspicion may be returned to their job, assigned to a different work location, or placed on leave pending receipt of the test results.
- (d) Failure or refusal to submit to substance abuse testing as required by this article, shall be cause for discharge.

#### 12.4 Drug Testing Protocol and Procedures

The **Sheriff's Office** will establish guidelines for the collection of drug test samples that will afford protection to the employee to include the following:

- (a) Specimens shall be collected with due regard for the privacy of the individual providing the specimen and in a manner reasonably calculated to prevent substitution or contamination of the sample.
- (b) When an employee is required to provide specimens for a testing procedure, the employee shall provide one (1) specimen (large enough to be divided into two (2) separate samples at the time of collection in order to facilitate the testing procedures).
- (c) Documentation of specimen collection shall include:
  - 1. Labeling of specimen containers to reasonably preclude erroneous identification of test results.
  - 2. Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
  - 3. The **Employer** shall use a chain of custody procedure to ensure the proper record keeping, handling, labeling, and identification of all specimens to be tested.
  - 4. Employees selected for random drug testing will be assigned a number which will be the only means of identifying the individual who provided the specimen. The assigned numbers will be maintained in a confidential file under the direct supervision of the JSO Chief of Human Resources.
- (d) The threshold level or cut-off limit of the analytical testing procedures shall be established in accordance with the State of Florida Agency for Health Care Administration in conjunction with the standards developed by the Substance Abuse and Mental Health Services Administration (SAMHSA), regarding testing and protocol and procedures.

- (e) When eligible employees are required to participate in any of the drug testing procedures, the initial testing specimen will be subject to an EMIT (Enzyme Multiple Immunoassay Technique). If the results of the initial test are negative, no further testing will be done.
- (f) If the results of the initial test provided for in Section 12.4(e) are positive, the Employer will submit the sample for confirmation testing using a GC/MS (Gas Chromatography/Mass Spectrometry) test or other method specified by DHHS Guidelines to verify the initial test results. This test will be conducted by an outside licensed laboratory capable of analyzing drug content. When a confirmation test is necessary, the Employer will insure proper storage and transportation of the specimen to the laboratory for processing.
- (g) If the results of the second test provided for in Section 12.4(f) 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 tested.
- (h) A confirmed positive test result for the second sample (or for the first sample if the employee chose not to have the second sample tested) shall be grounds for discharge.
- (i) The Evidential Breather Testing Device (EBT) will be used by the **Employer** to test for the presence of alcohol in an employee's system. The test will be performed by a Certified Breath Analyzer Technician (BAT) using a EBT approved by the National Highway Traffic Safety Administration. If the initial test registers an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The employee will be placed in a separate room under the observation of the BAT for at least 15 minutes but not more than 20 minutes, after which he/she will receive a confirmation EBT test.
- (j) The **Employer** will, to the extent permitted by law, keep the results of any testing required by this article confidential. Furthermore, any positive test results which the **Employer** later determines to have been refuted shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

## 12.5 Applicability of General Order XV.2

Eligible employees shall be subject to General Order G.O. XV.2 Drug Screening Program, effective September 2, 1997.



**ARTICLE A-13 MATTERS NOT ADDRESSED**

To the extent any provision of the Agreement reached between the City of Jacksonville and the Fraternal Order of Police, is not adopted herein by reference, or is not specifically addressed in this Appendix A, said provision is null and of no effect as it relates to eligible employees covered by this Appendix A.



**ARTICLE A-14 LEAVE**

A-14. 1 Effective each September 30, during the life of this Agreement, each eligible employee shall be credited with a bank of leave hours in accordance with the following schedule, based on regular hours worked in the previous fiscal year:

<b>Hours Worked "Old" Fiscal Year</b>	<b>Leave Hours Credited "New" Fiscal Year</b>
1820 – 2080	80
1560 - 1819	60
1040 - 1559	40
less than 1040	-0-

A-14. 2 Effective each September 30, leave hours credited on the previous September 30 but not used shall be forfeited. There shall be no payment for credited but unused leave.

A-14. 3 Policies governing donated leave shall not be applicable to eligible employees.

A-14. 4 Leave must be requested and approved in accordance with policies established by the Sheriff's Office.

A-14.5 Eligible employees may be granted up to two (2) days off without loss of pay as bereavement leave not otherwise chargeable upon the death of the employee's spouse, child, mother, father, grandmother or grandfather. Bereavement leave of one (1) day may be granted upon the death of other members of an eligible employee's immediate household.



**APPENDIX B**  
**MEMORANDUM OF UNDERSTANDING**

This memorandum of Understanding is entered into on this 7<sup>th</sup> day of June 2001 between the Sheriff/City of Jacksonville and the Fraternal Order of Police, Jacksonville Consolidated Lodge No. 5-30 as representative of all sworn law enforcement bargaining units (all together hereafter referred to as the "Parties").

Whereas, Schedule C of the police collective bargaining agreements between the Sheriff/City of Jacksonville and the Fraternal Order of Police, Jacksonville Consolidated Lodge No. 5-30 provides for physical ability testing; and

Whereas, the Sheriff/City of Jacksonville and the Fraternal Order of Police, Jacksonville Consolidated Lodge No. 5-30 have agreed to a protocol for implementation of said physical ability testing as to police that considers and resolves issues relating to the passing and failure of the physical ability testing; and

Whereas, the Sheriff/City of Jacksonville and the Fraternal Order of Police, Jacksonville Consolidated Lodge No. 5-30 desire to implement said protocol as to police officers in anticipating of incorporating the terms and conditions of the protocol into the respective collective bargaining agreements; now therefore

The parties agree as follows:

1. The protocol and policies, reflected in the attached Physical Ability Testing Police Officer Handout shall be implemented forthwith by the Sheriff/City of Jacksonville as to police.
2. The parties agree to negotiate the implementation protocol for inclusion in the respective police collective bargaining agreements at the earliest practicable opportunity.

**Physical Ability Testing  
(Police Officer Handout)**

**Policy**

In 1996, the collective bargaining agreement (Agreement) between the Fraternal Order of Police (Officers) and the Jacksonville Sheriff's Office (JSO) recognized that sworn employees needed to maintain a sufficient degree of physical ability to handle the demands of the profession.

To facilitate this policy, the Agreement provided for an annual physical examination and physical ability test for police officers to assure that physical ability is maintained. The Agreement provides for a reasonable opportunity for officers who fail the examination to gain compliance.

**The Agreement also provides for the removal of officers who cannot successfully pass the physical ability examination after reasonable opportunity to pass.**

The physical ability test that was adopted was designed to be job related, and administered to ensure that those officers protecting the public meet minimal levels of physical fitness and do not pose a danger to themselves, fellow officers, or the public.

The Mission of the JSO is to protect the lives and property of the citizens of this community, to preserve peace, and to prevent crime and disorder.

As a matter of policy, the JSO recognizes the following as essential components to the accomplishment of the JSO Mission:

- (1) An able bodied, fully staffed department whose officers can effect an arrest and respond to emergency conditions; and
- (2) Flexible staffing that grants managerial discretion to assign the right person into the right position; and
- (3) Recognition that the assignment of supervisors must be need an performance based, and that assignments based merely upon an employee's physical condition is contrary to the fulfillment of the Mission; and
- (4) Officers who are injured in concerted police actions should receive priority recognition; and
- (5) The creation of incentives and disincentives will enhance officer physical conditioning; and
- (6) A Department that is not physically fit will provide less protection and less effective services at a much greater cost.

### **Administration**

#### **Incentives:**

In recognition of officers passing the physical ability test, those officers shall receive:

- (1) Timely step raises as provided for Schedule C of the Agreement;
- (2) Consideration for promotion when ranked on a certified eligibility list;
- (3) Physical fitness pins and "Well Qualified" physical fitness pins for those outstanding performers;
- (4) Physical fitness police car stickers and "Well Qualified" physical fitness police car stickers for those outstanding performers;
- (5) The thanks of the Administration and the Community who all recognize that an able and fit public safety force will provide enhanced protection and services at a lower cost to the community.

#### **Disincentives:**

In recognition that officers failing the physical ability test provide less service to the community, reduce the efficiency of the Department, and increase the costs to the taxpayers, those officers failing the physical ability test shall be subject to the following:

- (1) Forfeiture of take home car privileges;
- (2) forfeiture of annual step raise;
- (3) Delayed consideration for promotions;
- (4) Forfeiture of police related secondary employment privileges.

#### **Rehabilitation:**

An officer who fails an annual physical ability test shall be given one (1) calendar year to pass the physical ability test.

During that calendar year, the officer will remain on duty but will be required to participate in an on-duty training and/or conditioning program which will require the officer's participation at the training academy at least twice monthly. The program will be personally designed to enable the officer to ultimately pass the examination.

If the officer so completely fails to pass the physical ability test that it demonstrates a more serious fitness for duty problem, the JSO may administer such other fitness for duty testing and take such prudent action that would otherwise be reasonable under the circumstances.

**Accommodation:**

As to officers who have failed a physical ability test:

- (1) After the one (1) calendar year set aside for rehabilitation, if the officer is still unable to pass the physical ability test, the officer shall be considered unable to perform the officer's duties and if the officer does not qualify for accommodation as set forth in Paragraph (2) below, the officer shall be separated from employment as provided for in the Civil Service Rules and Regulations.
- (2) If the officer's inability to pass the physical ability test in a year is a result of an ADA qualifying condition, the officer shall be accommodated as provided in paragraph (3) below; otherwise, the officer shall be separated from employment pursuant to the Civil Service and Personnel Rules and Regulations if the officer cannot be accommodated by retirement or reassignment to non-sworn service.
- (3) An officer qualifying for accommodation in the sworn service pursuant to paragraph (2) above shall be subject to the following terms and conditions:
  - (A) The JSO shall make available a combined number of positions for up to 1.5% of the total sworn police ranks which will be designated as Permanent Light Duty positions for all of those officers who either qualify for accommodation under paragraph (2) above, or who qualify for permanent accommodations as a result of on-the-job injuries. Each such officer who wishes to be placed in a Permanent Light Duty position so designated, must be able to perform the functions of that position with the exception of an ability to effect an arrest and respond to an emergency. A maximum of three (3) supervisory positions will be included within the total Permanent Light Duty positions.
  - (B) Any officer or supervisor who does not accept an accommodation into one of the Permanent Light Duty positions, or who does not opt for normal or disability retirement, or who does not accept an accommodation to a non-sworn position, shall be subject to separation in accordance with the Civil Service Rules and Regulations as a result of that officer's inability to perform the essential functions of the job.
  - (C) In order to ensure the maximum availability of accommodation for qualifying officers, officers serving in a Permanent Light Duty position described in Paragraph (3)(A) above, may serve in that position until the employee until and unless the officer is "bumped."

"Bumping" occurs when the number of qualifying officers exceeds the number of available Permanent Light Duty positions. The criteria for bumping shall be as follows:

- i. When all positions described in Paragraph (3)(A) are filled by qualifying officers, and another

officer becomes qualified, the officer with the highest years of service shall no longer be entitled to the position and shall be accommodated by being provided the opportunity to retire and or resign. Such an officer who refuses to retire and or resign may then seek further accommodation to a non-sworn position or shall be separated from employment pursuant to the Civil Service Rules and Regulations.

- ii. In the event all qualifying officers are not eligible for retirement or are not in the DROP program, entitlement to Paragraph (3)(A) positions shall be determined first by giving priority to officers injured as a result of concerted police action; secondly, by giving priority to officers who are injured on-the-job; and finally, by giving priority to officers who are most senior. An officer who is “bumped” may seek reclassification as an accommodation, but if no other position is available, such officer shall be separated from employment pursuant to the Civil Service Rules and Regulations.

**Appeal:**

The JSO believes that a policy implemented fairly and uniformly throughout the Department will provide consistency and fairness in its application.

The JSO recognizes, however, that exceptional circumstances may exist which might warrant making limited exceptions to this policy based on the extraordinary rehabilitative efforts of an officer or for such other extraordinary circumstances demonstrated by an officer.

An officer may appeal to the Sheriff, in writing, for an exception to the application of any part of this policy to that officer. The officer must show extraordinary circumstances that would warrant the granting of such exception. The Sheriff shall respond in writing to the officer and the decision of the Sheriff shall be final.

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