

COMMUNICATIONS WORKERS OF AMERICA



ONE CITY. ONE JACKSONVILLE.



AGREEMENT

BETWEEN

THE CITY OF JACKSONVILLE

AND

COMMUNICATIONS WORKERS OF AMERICA

October 1, 2021 through September 30, 2024

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PREAMBLE

This Agreement is entered into between the City of Jacksonville (the **City**) and the Communications Workers of America, (**CWA**). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any disputes which may arise in the interpretation or application of this Agreement, and to set forth the parties' full agreement concerning rates of pay, wages, hours, and other terms and conditions of employment. There are not, and shall not be, any formal or informal agreements that are contrary to the terms of this Agreement except as the parties may enter into through the collective bargaining process. It is mutually understood and declared to be the public policy of the **City** and the **CWA** to promote harmonious and cooperative relationships between the **City** and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations, and functions of government.

The City of Jacksonville provides essential public services which vitally affect the needs, health, safety, comfort, and general well-being of the citizens of this **City** and the public at large. Both parties recognize the need for continued reliable service to these citizens.

ARTICLE 1: CWA RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Part II, Chapter 447, Florida Statutes, and the Rules and Regulations of the Florida Public Employees Relations Commission (PERC), the **City** recognizes that the **CWA** is certified by PERC as the exclusive bargaining representative for those employees in the defined bargaining unit of professional employees in classifications set forth in Appendix A for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.
- 1.2 It is understood and agreed the President of the CWA and/or his/her designee will be the official spokesperson for the **CWA** in any matter between the **CWA** and the **City**.
- 1.3 The **City** agrees to make electronic copies of this Agreement available online and via e-mail.

ARTICLE 2: CWA ACTIVITY

- 2.1 Employees in the designated bargaining unit shall have the right to join or refrain from joining the **CWA**, and to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection.
- 2.2 In employment, job assignment and employee/employer relations, no procedure shall discriminate against any employee on the basis of age, disability, sex, race, creed, national origin, or marital status.
- 2.3 There shall be no restraint, discrimination, intimidation, or reprisal against any employee for bringing any grievance under the provisions of this Agreement or because of the employee's membership or lack of membership in the **CWA**, or by virtue of his/her holding office or not holding office in the **CWA**.
- 2.4 The **CWA** Unit Vice President or Stewards shall be granted reasonable time off during working hours without loss of pay for the purpose of representing City employees in grievance meetings or meetings with **City** representatives requiring his/her presence after notifying and securing the approval of his/her immediate supervisor. Such approval shall not be unreasonably withheld. If an assigned Steward is not immediately available to participate, the meeting will be postponed for a reasonable time until an alternate Steward can be released to attend. A written list of stewards will be submitted to the Employer.
- The **CWA** Vice President or Stewards may be granted paid union leave for legitimate **Union** business upon the request by the Union President or his/her designee, as requested to the Chief of Employee and Labor Relations. Such leave shall not exceed one day and may be withheld if operational conditions do not permit. Paid Union leave may be extended as outlined in Article 2.5 below.
- 2.5 An employee who is elected or appointed to an office or committee in or for the local District or National Union, and who is certified in writing to the **City** by the President of Local 3106 as being required to attend lawful training and other official duties in connection with **CWA** office or committee membership, shall be granted Leave Without Pay as outlined in Civil Service and Personnel Rule 8.06, Absent Without Pay. While the **City** will make every effort to accommodate **CWA** scheduling of such union-related absences, the **CWA** recognizes that operational needs may restrict the number of employees who may be absent for union business at any one time.
- 2.6 Employees approved for "Leave Without Pay" as outlined in Article 2.5 above will continue to receive their insurance benefits as provided to all other employees with the exception of pay and bonuses for the duration of the approved absence. Pension Benefits will be provided as defined in the

City of Jacksonville General Employees' Pension Plan, Part II, Section 120.204.

- 2.7 The Local **Union** President or his/her designee will arrange with the Employee and Labor Relations Division to meet with newly hired or transferred employees as part of the overall new employee orientation process to furnish them with information about the Union.

ARTICLE 3: DUES DEDUCTION

- 3.1 Upon receipt of his/her written authorization the **City** will deduct from an employee's pay the amount owed to the **CWA** for dues. Such dues will be deducted in each of 26 pay periods in the fiscal year as long as the employee's authorization is in effect in accordance with provisions of Article 3.5.
- 3.2 The **City** will remit to the **CWA** the monies deducted pursuant to article 3.1, no later than the tenth day of the month following such deductions. The **City's** remittance will be deemed correct if the **CWA** does not give notice to the **City** within two (2) calendar weeks after **CWA** has received the remittance, of its belief that the remittance is incorrect, and the reasons for that belief. The **City** will attach to each dues remittance an alphabetized roster of dues-paying employees including full name, employee identification number, address, and gross wages. The address provided shall be the employee's home address where the address is public record. For employees whose home address is protected under Florida law, work addresses shall be provided. The **CWA** may send only legally-required notifications to employees' work addresses.
- 3.3 **CWA** will certify changes in the membership dues rate to the **City** in writing over the signature of the authorized officer or officers of the **CWA** at least sixty (60) days before the effective date of the rate change.
- 3.4 No dues shall be deducted from the pay of an employee for any payroll period in which the employee's net earnings, after deductions, are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions have been made for federal taxes, social security, pension, orders of court, credit union, and health and life insurance.
- 3.5 Deductions for **CWA** dues shall continue until the employee revokes his/her authorization for dues deduction by submitting a signed form to the Payroll Section revoking such authorization, or until the employee becomes otherwise ineligible for deduction of **CWA** dues.
- 3.6 Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll. It is the employee's responsibility to notify the Payroll Section of any change to his/her dues deduction authorization. The **City** shall notify **CWA** quarterly, in writing, of all **CWA** members and their current dues status.
- 3.7 The **CWA** will indemnify, defend, and hold the **City** harmless against any claim made and against any suit against the **City** on account of any deduction of dues.

ARTICLE 4: AGENT OF RECORD

- 4.1 The **City** agrees to provide a payroll deduction process 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 **CWA**. This authorization does not include plans which require the **City** to be the Plan Sponsor.
- 4.2 The **CWA** will indemnify, defend, and hold the **City** harmless against any claim made, and against any suit against it on account of any deductions made pursuant to this article.

ARTICLE 5: WORK SITE VISITATIONS

The President of **CWA** Local 3106, or his/her designee, may, with proper authorization which will not be unreasonably withheld, be admitted to the **City's** property. The President of **CWA** Local 3106, or his/her designee shall be able to talk with employees in the bargaining unit before or after regular working hours or during lunch hours of said employees on **City** property in areas designated by Management. Arrangements will be made for the President of **CWA** Local 3106, or his/her designee to be admitted to the property of the **City** during working hours for the purpose of verifying that this Agreement is being observed by the parties; provided such visitation is not disruptive to the work force. However, no employees shall be required to talk with any Officer or the President of **CWA** Local 3106, or his/her designee.

ARTICLE 6: BULLETIN BOARDS

- 6.1 The **City** will provide the **CWA** with a reasonable portion of a bulletin board in each work location for the purpose of posting notices or other information pertaining to **CWA** activities. The **CWA** may, if it so desires, provide a bulletin board of standard size for its exclusive use, in keeping with the decor of the location, and with the approval of the **City**. In addition, the **CWA** will be provided with centralized electronic posting ("electronic bulletin board") within the **City** system, for the same purpose.
- 6.2 **CWA** agrees to use its space on the bulletin boards provided for in section above, to post notices or other information related to the following:
- Notices of Union Meetings
 - Elections of Union Officers
 - Reports of Union Committees
 - Rulings and Policies of the Union
 - Recreational and Social Affairs of the Union
 - Union Informational Bulletins
- 6.3 No materials, notices, or announcements shall be posted by **CWA** which contain anything political, or which would adversely reflect upon the **City**, its officials, managers, consultants, or agents, its Independent Agencies, its employees, or any labor or employee organization. Any violation of this section by **CWA** shall entitle the **City** to remove the posting in violation.
- 6.4 Notices or other information intended for the regular bulletin boards shall be submitted to the Director of Employee Services or designee for approval as to compliance with Article 6.3 before posting and shall be dated and initialed by the **CWA** steward and the Chief of Employee and Labor Relations or designee before being posted.
- 6.5 Notices or other information intended for the electronic bulletin board shall be submitted on acceptable electronic medium to the Chief of Employee and Labor Relations or designee for approval as to compliance with Article 6.3 before being posted. Notices or other information intended for the electronic bulletin board shall include a specific date on which the notice or information is to be automatically deleted from the electronic bulletin board. Approved materials will be posted electronically as soon as practicable.
- 6.6 To access **City** facilities to update information on regular bulletin boards, the **CWA** shall contact the Chief of Employee and Labor Relations or designee for authorization.

- 6.7** Any alleged abuse of the bulletin boards will be a matter for a conference between the appropriate official of the **CWA**, the Chief of Employee and Labor Relations or designee, and the appropriate member of the agency involved. Such meeting or conference shall be held within three (3) working days after receipt of a written complaint by either the **City** or the **CWA** that such a violation exists.

ARTICLE 7: MANAGEMENT RIGHTS

- 7.1 Except as expressly limited by any provision of this Agreement, it is the sole and exclusive right of the **City** to determine unilaterally the purpose of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations, including the right to sub-contract.
- 7.2 The **City** also retains the following management rights, except as expressly limited by any provision of this Agreement:
- A. to direct its employees;
 - B. to take disciplinary action for proper cause;
 - C. to relieve its employees from duty because of lack of work and other legitimate reasons;
 - D. to establish the hours of work, work week, and work-day except as expressly limited by any provision of this Agreement;
 - E. to control and regulate the use of all equipment and other property of the **City**; and
 - F. to require employees to observe **City** policies and all City, State and Federal laws and regulations.
- 7.3 Employees shall not be transferred, reassigned, demoted, have the work week reduced, or be laid off as a result of the **City's** contracting out of work or services, except as provided for in the Civil Service and Personnel Rules and Regulations.
- 7.4 Employees and the **CWA** can grieve specific effects from the exercise of management rights on employees' terms and conditions of employment as set forth in this Agreement.

ARTICLE 8: MANAGEMENT SECURITY

- 8.1 Subject to the specific provisions of this Agreement and Chapter 447, Florida Statutes, the **CWA** and its officers, agents, and members agree that during the life of this Agreement they shall not instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, intentional interruption of **City** operations, or similar activity. The consideration for such provision is the right to a resolution of disputed questions arising under this Agreement.
- 8.2 Management shall have the right to discharge or otherwise discipline any and all employees who violate the provisions of this Article. Management shall also have the right to take appropriate action against the **CWA** for initiating or supporting any violation of the provisions of this Article.
- 8.3 The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppage of work, intentional interruptions of **City** operations, or similar activities was violated by the employee to be discharged or otherwise disciplined.
- 8.4 The **City** and **CWA** agree that the **City** is authorized to take all actions necessary to comply with the Americans with Disabilities Act of 1990.

ARTICLE 9: SALARY PLAN

- 9.1 A. It is the policy of the **City** to pay fair and equitable salaries, based upon the responsibility of each position within the bargaining unit, and upon the performance of the individual occupying that position, as well as other relevant factors.
- B. This Salary Program and subsequent adjustments shall be consistent with public policy and within allocated financial resources.
- C. Section 9.1 is not subject to arbitration.

9.2 Salary Schedule and Plan:

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

- 9.3 A. Initial compensation will be determined by the Employer. When an employee is appointed to any classified position and is hired at a rate above the minimum rate of the range, other employees in the class in the same organizational unit with similar education and experience will have their base salaries increased to that of the newly appointed employee's end of probation rate. Employees who are subject to disciplinary reductions in pay shall not be granted such increases until expiration of the disciplinary reduction.
- B. Where there have been demonstrated difficulties in recruiting qualified candidates for specific classifications within the bargaining unit, the Director of Employee Services may authorize a higher starting rate within the range for candidates meeting minimum qualifications. The Director of Employee Services will notify the **CWA** of such change. The Director of Employee Services will review the recruiting situation and the higher starting rate at least annually. When a higher starting rate has been authorized pursuant to this section, all candidates meeting the minimum qualifications will be given the higher start rate.
- C. When an employee is hired at a rate above the minimum rate of the range in accordance with Article 9.3(a) or (b), other employees in the class in the same organizational unit with similar education, training, and experience will have their base salaries increased to that of the new employee.
- D. When an employee is hired at a rate above the minimum rate of the range, the Director of Employee Services, upon the request of the department head, may approve an increase in base salary for

employees in higher level classes within the class series in the same organizational unit, who possess similar education, and experience, and whose salaries are less than 5% above the highest paid newly-hired employee in the lower classification. When approved, such increases may be granted, within the pay range, up to 5% above that of the highest paid newly-hired employee in the lower classification.

When the newly-hired employee completes probation and receives a 5% end of probation increase pursuant to 9.3(e), those employees in the higher classification who received the initial salary adjustment shall have their salary increased by five percent (5%).

When requested and approved, equity increases pursuant to this section shall be granted to all comparably qualified employees in the organizational unit, except those employees on probation or who are subject to disciplinary reductions in pay shall not be granted such increases until successful completion of probation or expiration of the disciplinary reduction.

- E. Upon successful completion of the initial probationary period, the base salary of the new employee shall be advanced 5% or to the maximum of the range, whichever is less.
- F. When an employee is promoted to a classification in a higher Pay Grade, the employee's base salary shall be increased by five percent (5%) or to the minimum rate of the range, whichever is greater. In no circumstances shall an employee's base salary exceed the maximum of the pay range as a result of promotion. Upon satisfactory completion of the probationary period, the base salary of the employee shall be advanced five percent (5%) or to the maximum rate of the range, whichever is less. Where the Director of Employee Services, with the concurrence of Mayor's Budget Review Committee (MBRC), has determined that it is appropriate for recruitment or retention of employees, classifications with high employee turnover may be designated as eligible for salary increases of 15% upon promotion. Employees in classifications so designated shall not receive end of probation increases.

- 9.4** An employee who is reinstated to a former classification from the appropriate eligibility list may be paid up to the rate at which he/she was being paid just prior to separation from the class, plus any general adjustment made while the employee was separated from the class. In the event that new employees have been hired in the same classification in the same organizational unit with similar education training and/or experience and have been granted advanced appointment rates above the rate being paid to the former employee just prior to separation, the former employee

may be rehired at the same advanced appointment rate.

- 9.5** In the event of the return to duty of an employee who left the classified service as a result of entering into the Armed Forces, the normal procedure shall be to place the employee at the level in the salary range the employee occupied prior to the military leave of absence in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and as may be amended from time to time. In the event that new employees have been hired in the same classification, in the same organizational unit with similar education, training and/or experience and have been granted advanced appointment rates above the rate being paid to the former employee just prior to separation, the former employee may be rehired at the same advanced appointment rate.
- 9.6 A.** When an employee is demoted, except for cause or voluntary demotion, the base salary of the employee will be placed within the range of the lower Pay Grade without reduction, except that the base salary may not exceed the maximum rate of the range of the lower Pay Grade, in which case, the base salary will be placed at the maximum rate of the range. If the employee is promoted again within a 12-month period following the demotion, he/she will not receive a promotional increase or end of probation increase, unless his/her salary was reduced at the time of demotion to the maximum rate of the range. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion plus any increase the employee would have received if not demoted.
- B.** An employee who is promoted and subsequently returns to his/her former position prior to attaining permanent status in the higher class (reversion demotion) shall have a salary reduction to the base salary the employee was receiving prior to promotion plus any increase the employee would have received if not promoted.
- C.** In the case of a voluntary demotion, the base salary of the employee will be placed within the range of the lower Pay Grade at a rate that results in a five percent (5%) reduction in salary, or to the maximum of the range, whichever results in the larger reduction. If the employee is promoted again within a 12-month period following the demotion, he/she will receive a promotional increase of five percent (5%) upon promotion but will not receive an end-of-probation increase unless his/her salary was reduced more than five percent (5%) at the time of demotion. In such cases, upon the successful completion of the probationary period, the employee's salary shall be increased to the rate received prior to demotion plus any increase the employee would have received if not demoted.

- 9.7 The pay of an employee who is reassigned to another position at the same Pay Grade shall remain the same. The pay of an employee whose classification is reallocated to a higher Pay Grade shall be established in accordance with the following:
- A. Employees whose current base salaries are below the minimum rate of the range of the new Pay Grade will have their base salaries raised to the starting rate of the range.
 - B. Employees whose current base salaries are above the maximum rate of the range of the new Pay Grade will be placed in the new Pay Grade at their current base salaries.
 - C. Employees whose current base salaries are within the starting and maximum rates of the range of the new Pay Grade will be placed on the new schedule at their current salaries. With the concurrence of the appropriate budgetary authority, the Director of Employee Services may approve pay adjustments for employees in classifications for which the pay grade is elevated. Such increases shall not exceed 5% for a one-grade elevation, 10% for a two-grade elevation and 15% for a three-grade elevation. Such increases shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned.
- 9.8 When employees are demoted or otherwise reassigned in connection with a Reduction in Force, the **City** may maintain the base pay levels of all affected employees.
- 9.9 When an employee is required by the **City** to accept the responsibility for work in a higher classification for at least one (1) hour, the employee shall receive a five percent (5%) increase or the minimum rate of the range of the higher class, whichever is greater. In no case, however, can the adjusted salary level exceed the maximum rate of the salary range of the higher position. The employee will receive the increased rate of pay for all time actually worked in the higher classification. An employee may be temporarily assigned to work in any position of the same or lower classification with no increase in pay. A temporary period of time shall not be more than six (6) months. Employees must meet the requirements of the higher-level position to be eligible for out of classification pay. Senior most qualified shall be selected. All other factors being equal unless another employee is proven substantially more qualified.
- 9.10 Requirements for advancement and other purposes as specified in these

procedures shall be based on continuous service which is employment in the Consolidated Government. Leave of absence with or without pay shall not break or interrupt continuous service. Leave without pay of one or more days will be deducted when computing the length of service for promotion, range level advancement, vacation leave, service raises, retirements, etc. The employee's anniversary date will be adjusted accordingly. Employees granted military leave for extended service with the Armed Forces of the United States shall be given full credit for the period of military service.

- 9.11** The parties recognize that relationships between classifications may change over time as the nature of work evolves and changes. As a result of such changes, those relationships should be reviewed periodically to determine if revisions in pay grade assignments are appropriate.

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

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

ARTICLE 10: WAGES

10.1 Wage and Salary Rates

A. General Wage Increases:

3% effective as of October 1, 2021
2.5% effective as of October 1, 2022
2.5% effective as of October 1, 2023

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

3% effective as of October 1, 2021
2.5% effective as of October 1, 2022
2.5% effective as of October 1, 2023

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

3% effective as of October 1, 2021
2.5% effective as of October 1, 2022
2.5% effective as of October 1, 2023

- (1) The **City** appreciates the critical work the men and women of **CWA** performed and continue to perform during the COVID-19 pandemic. In recognition of this, employees shall receive two premium payments. Employees shall receive a one-time premium payment of two thousand five hundred dollars (\$2500) for work to be performed in the upcoming fiscal year (FY22) and two thousand five hundred dollars (\$2500) for the next fiscal year (FY23). The payments will be made in the first full pay period after October 1, 2021 (\$2500) and October 1, 2022 (\$2500). The premium payments are not considered regular earnings, do not impact the employees' base wages, and are not pensionable. To be eligible for each premium payment, an employee must be actively employed on the date of each premium payment.

10.2 Special Pay Increases

If conditions exist which justify pay increases to provide equity, or for other reasons not provided in this Plan, the Director of Employee Services, with the concurrence of the appropriate budgetary authority, may approve a special pay increase for any employee.

Such increase shall not exceed the maximum of the pay range for the class to which the position occupied by the employee is assigned. If as a condition

of approval of such increases any provisions of this part are affected, the Director of Employee Services shall issue special instructions to be followed in connection with future increases.

10.3 Shift Differentials

Employees assigned to work any shift other than their normal day shift (start time between 0500 and 1159) shall receive the following shift differential pay:

Starting Time:	Differential:
From 1200 through 2159 -----	3% base pay
From 2200 through 0459-----	6% base pay

10.4 Service Raises

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

10.5 Hazardous Duty Pay

- A. In addition to their regular wages, Environmental Specialists in the Environmental Quality Division assigned to asbestos inspection will receive one hundred dollars (\$100) per month.
- B. Employees assigned by the Chief of Environmental Quality to do stack sampling, shall receive a 5% differential. Such personnel must be regularly engaged in scheduled stack sampling duties of an operational or training nature.
- C. The Director of Employee Services may determine that supplemental payments are appropriate for employees performing work under uncomfortable or undesirable working conditions and may, in his/her sole discretion, establish criteria for making such supplemental payments. In his/her sole discretion, the Director of Employee Services, with the concurrence of the Mayor’s Budget Review Committee, may authorize such supplemental payments for employees in those classifications, assignments, or locations. If such supplemental payments are authorized, the **City** will provide the Union with at least two weeks written notice of the following information:
 - Eligibility criteria for supplemental payments
 - The amount and nature of the payments

- Effective date of the supplemental payments
- Classifications, assignments, or locations in which employees will be eligible for supplemental payments
- Current bargaining unit employees eligible to receive the following information

10.6 Incentive Program

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

10.7 Incentives for Educational or Professional Certifications

- A. From time to time, the **City** may elect to establish financial incentives to encourage employees to obtain certain work-related certifications or other educational credentials. Incentives may take the form of supplemental pay or one-time or periodic payments. All affected employees will be equally eligible to qualify for, and receive, such incentives under the same terms and conditions.

When an incentive program is established, the **City** will provide the **CWA** with at least two week's written notice of the following information:

- Classifications (s) or organizational unit(s) affected;
 - Certifications or other educational credentials to be incented;
 - Resources available to employees to obtain the certification or credentials;
 - Amount and nature of the incentive, the frequency of payment and the actions necessary for employees to qualify.
- B. Licensed helicopter and fixed wing aircraft pilots in this bargaining unit shall receive one hundred (\$100.00) dollars per month.

10.8 Employee Referral Program

From time to time, the **City** may elect to establish an "Employee Referral Program" with financial incentives to encourage current employees to refer

candidates for employment in city jobs. Incentives will be in the form of one-time payments. All eligible employees may participate in such a program and receive incentives under the same terms and conditions. If an Employee Referral Program is established, the Employer will provide the Union with at least two week's written notice of the following information:

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

10.9 ITD Remote Response Pay

Effective with the first pay period following City Council approval of this Agreement, an off-duty employee of the Information Technologies Division, who is authorized to respond to a trouble ticket by performing work from a remote location, shall be paid in accordance with the provisions of Article 12.4(c) for all actual work time. Such remote time shall be documented in accordance with established procedures. Work from a remote location shall not qualify for call-in pay under Article 12.4(c)(2).

10.10 Stand-by Pay

Effective with the first pay period following City Council approval of this Agreement, when an off-duty employee is assigned by the division chief or higher-level official to carry a pager or cell phone, and when the employee is required to respond if paged or telephoned, he/she shall be compensated for one (1) hour at the employee's regular rate of pay for each day he/she is so assigned under the following conditions:

- A.** The employee is the only professional (Bargaining Unit 120) employee in the work unit assigned to be answerable to a pager or cell phone, and;
- B.** The employee does not report for duty as a result of responding to a phone call or page.

Only one off-duty employee in each work unit will be required to carry a pager or cell phone and be required to respond if paged or telephoned.

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

10.11 Employees selected by management to perform bi-lingual skills who are bi-

lingual in English and other languages as identified by management shall receive (\$50.00) per month (paid bi-weekly) differential in addition to base pay with the Departments and Employee Services approval based upon operational needs.

ARTICLE 11: PAY AND INCENTIVES FOR COLLEGE CREDIT, LICENSES AND CERTIFICATES

11.1 Specific Employees are eligible for certain pay incentives for college credit, as provided below.

“Police Sciences” shall mean those subjects as outlined in the Criminal Justice Technology Program of Study as published in the catalog of Florida State College at Jacksonville, and those subjects as outlined in the Criminal Justice Program of Study as published in the catalog of the University of North Florida Catalog.

CORRECTIONAL SERVICES COUNSELOR, LATENT PRINT EXAMINER, REAL TIME CRIME CENTER ANALYST		
Degree Requirement	Credit Requirements in addition to or within degree program	Monthly Differential (paid bi- weekly)
<ul style="list-style-type: none"> • AA/AS/BA/BS 	<ul style="list-style-type: none"> • At least 15 credit hours completed toward Law Enforcement Certificate in Criminal Justice. 	<ul style="list-style-type: none"> • \$40.00
<ul style="list-style-type: none"> • AA/AS/BA/BS 	<ul style="list-style-type: none"> • At least 25 credit hours completed toward Law Enforcement Certificate in Criminal Justice. 	<ul style="list-style-type: none"> • \$80.00
<ul style="list-style-type: none"> • AS in Police Sciences 	<ul style="list-style-type: none"> • At least 18 credit hours in Police Sciences 	<ul style="list-style-type: none"> • \$80.00
<p>A “C” average or better is required for all hours.</p> <p>No employee shall receive more than one differential under these provisions.</p> <p>All incentive payments require that employees remain actively and continuously enrolled each term with only the summer term as a break.</p> <p>Other positions as identified by management. The Union will be notified prior to implementation</p>		

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

11.3 Mosquito Control Pilots who are required to have an annual Federal Aviation Administration (FAA) physical examination shall be reimbursed for their out-of-pocket costs for the physical examination.

11.4 Training and Educational Assistance Programs City Wide

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

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

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

ARTICLE 12: HOURS OF WORK

12.1 Work Schedules

Employees in this bargaining unit may work a variety of schedules to provide appropriate levels of customer service throughout the **City**. Work schedules typically consist of five (5) days and not more than twelve (12) hours per day. As an exception to this general rule, an employee may be scheduled to work six consecutive days, no more frequently than once in an eight-week period. An employee who is required to work six consecutive days more often than once in an eight-week period shall be paid at the overtime rate for the time worked in excess of the five consecutive days. Nothing in this provision shall preclude employees from voluntarily working a six-day schedule on a more frequent basis without premium pay.

Establishment of work schedules does not preclude the **City** from scheduling or requiring overtime work.

The **City** recognizes that flexible work schedules could be a benefit to both the employee and provide additional coverage for City services when deemed appropriate. Department Directors and Division Chiefs are encouraged to consider alternative work schedules, including a four (4) ten (10) hour workweek, when planning service and coverage for City operations.

12.2 Changes to Work Schedule

- A. Nothing in this Agreement limits the **City** from creating new work schedules or work weeks not described in this Section, provided the **CWA** is given the opportunity to bargain the impact of any such change. Except as provided by law, proposed changes with identified impact on wages, hours and terms and conditions of employment will not be implemented until negotiations have been completed in accordance with Chapter 447, Part II, Florida Statutes.
- B. Before implementing a new schedule, the **City** will meet with the **CWA** to discuss the method(s) by which employees shall be selected for the new schedule(s). If mutually agreed upon, such selection methods shall be reduced to writing. If the **City** is unable to obtain sufficient employees by the agreed upon method of selection, or if the parties are unable to agree upon the method of selection, the **City** shall select employees for the new schedule. In establishing such selection method, operational needs and qualifications for the work shall be primary considerations. When qualifications of two or more employees are identical, seniority shall be the tie breaker. For purposes of this provision, "seniority" shall be determined by date in

classification; if two or more employees have the same date in classification, seniority shall be determined by adjusted employment date with the **City** of Jacksonville.

12.3 Individual Work Schedule Assignments

- A. The parties recognize the need to provide service to the **City's** citizens. When it is necessary to assign employees to a different schedule, the **City** shall determine staffing, work schedules and any special requirements for each assignment. However, with prior approval of the supervisor(s), and provided there is no detriment to the **City**, employees may agree to exchange day or shift assignments on a time-limited basis.
- B. The **City** will give an employee at least seven (7) calendar days notice before changing his/her assigned work schedule. The seven days notice shall not be required in an emergency or if the change is made in accordance with provisions of Article 12.3(c).
- C. Notwithstanding the provisions of Article 12.3 (b), at the request of either party and when mutually agreeable to the department head or designee and the employee, an employee may "flex" his/her work hours during the same workday or the same work week. Such flex time shall neither decrease nor increase the total number of hours worked in a work week. Requests by either the supervisor or the employee should be made at least 24 hours in advance of the time requested; however, this provision may be waived by the supervisor and the employee.

12.4 Authorizing, Scheduling and Paying for Overtime Work

A. Authorization of Overtime Work

- (1) The **City** shall determine the need for overtime work, and employees are obliged to work overtime as assigned.
- (2) No employee may authorize overtime for himself/herself but shall be paid for overtime worked as authorized by his/her supervisor.

B. Scheduling of Overtime Work

- (1) It is the **City's** responsibility to distribute the opportunity for overtime work equitably among employees in the classifications normally performing the same types of work in each assigned

shift, crew, or work area.

- (2) Equitable distribution of overtime work should not cause increased cost or operational delays. The **City** recognizes that it may be inconvenient for an employee to work overtime at certain times and will fairly consider each request for relief from overtime.
- (3) The **City's** overtime records shall be made available to officials when requested to resolve questions about distribution of overtime.

C. **Payment for Overtime Worked**

- (1) For employees that are non-exempt under the Fair Labor Standards Act (FLSA), overtime will be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week for which overtime compensation has not been previously paid.
- (2) Employees that are exempt under the Fair Labor Standards Act (FLSA) will be compensated through straight comp time for all hours actually worked in excess of forty (40) hours in a week.
- (3) Time that is paid but not worked, such as holidays or leave time, shall not be counted toward the weekly threshold of forty (40) hours. Only actual hours worked shall be used in calculating the forty (40) hour a week threshold for determining appropriate overtime payment.
- (4) An employee who is required to return to the work site for scheduled overtime will be guaranteed a minimum of one (1) hours pay at one-and-one-half (1 1/2) times the employee's regular rate of compensation.
- (5) An employee who is called back to work by his/her supervisor will be paid for a minimum of two (2) hours pay at one-and- one-half (2) hours at one-and-one-half (1 1/2) times his/her regular rate of compensation. This payment shall not be duplicated for any time within the same two (2) hour period regardless of the number of call backs.
- (6) An employee who has worked sixteen (16) hours or more continuously, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the rest period extends into the

employee's basic workday, the employee shall lose no time thereby. Overtime pay for these extended hours will be in accordance with the applicable overtime rate. If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of two (2) times his/her regular rate of pay for all hours worked, commencing from the time he/she reports back to work and ending when he/she is released for an eight (8) hour rest period. Paid rest time shall be considered the same as time worked for determining when overtime starts in any workday.

D. Compensatory Time

- (a) An employee may elect to earn compensatory time at the rate of time-and-one half in lieu of cash payment with the approval of the department head. Requests for compensatory time shall be submitted on forms provided by the **City**.
- (b) Employees may accrue up to a maximum of 120 hours of compensatory time. An employee who has accrued the maximum amount of compensatory time shall be compensated in cash for any subsequent overtime worked. This maximum may be waived by the Mayor for emergency situations.
- (c) The **City** may pay off any amount of accrued compensatory time at any time, provided that any previously approved requests for compensatory time leave will continue to be honored.
- (d) Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.
- (e) Nothing in this article shall require overtime pay for hours not actually worked.

ARTICLE 13: EMPLOYEE BENEFITS

13.1 Comprehensive Medical Coverage

The **Employer** will provide a choice of comprehensive group health plans from which the employee may select. A five percent (5%) employee contribution is required for all plans, except for the designated no contribution plan (s). In addition, the **Employer** will pay fifty percent (50%) of the cost of the comprehensive medical coverage for eligible dependents the employee will pay the remaining fifty percent (50%) of the cost.

13.2 Group Dental Health Insurance

The **City** will pay up to fifteen (\$15.00) dollars per month for each employee covered by this collective bargaining agreement, for the purpose of providing a comprehensive dental health plan.

13.3 Group Term Life Insurance

The **Employer** shall, at no expense to the employee, secure and provide group term life insurance coverage in the amount of one times the annual salary, with a double indemnity clause for accidental death and dismemberment for employees covered by this Agreement. It shall further allow the employee, at his/her option to purchase additional group term life insurance, where available, at the expense of the employee, under the same policy. Coverage may be reduced at age 70 to 65% of benefits under the policy.

13.4 Parental Leave

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

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

13.5 Cafeteria and Retirement Plans

The **CWA** recognizes that the **City** has developed a Section 125 I.R.C. Cafeteria plan in which employees have the option to participate.

The parties recognizes that retirement benefits are a mandatory subject of collective bargaining. The **City** agrees to provide a retirement plan for

employees.

ARTICLE 14: MEAL ALLOWANCE

- 14.1** The **City** will pay a meal allowance of eight dollars (\$8.00) under the following circumstances:
- A.** When an employee is required to work four (4) or more actual hours of overtime before or after the end of his/her regular shift, an employee is entitled to a meal allowance after the first four (4) hours of overtime, and at six (6) hour intervals thereafter if he/she continues working without a meal break of at least thirty (30) minutes being allowed.
 - B.** When an employee is called out to work unscheduled overtime that is not worked immediately before or after his/her regular work period. Under these circumstances, an employee is entitled to a meal allowance four (4) hours after he/she starts work and at six (6) hour intervals thereafter if he/she continues working without a meal break of at least thirty (30) minutes being allowed.
- 14.2** The **City** will pay meal allowance no later than the end of the second pay period after the pay period in which the meal allowance was earned.

ARTICLE 15: CLOTHING/CLEANING ALLOWANCE

All employees covered by this Agreement who are required to wear uniforms shall receive one hundred dollars (\$100) per quarter as a cleaning allowance for maintenance of uniforms. Such payment will be made no later than the tenth (10th) day of the next month following the end of the quarter. As a requirement for said payment, the employee must have worked at least ten (10) days in each month of the quarter, or such payment shall be reduced pro-rated on a monthly basis. If the **City** elects not to pay the uniform cleaning allowance, the **City** shall be responsible for the cleaning of the uniforms.

ARTICLE 16: AUTOMOBILE ALLOWANCE

- 16.1** An employee who is required to use his/her personal automobile as a condition of employment in the performance of his/her duties, will be reimbursed for parking fees, highway tolls, and operating expenses at the rate per mile traveled as prescribed by the Internal Revenue Code, exclusive of mileage traveled to and from his/her work location.
- 16.2** The **City** will provide parking spaces for employees who are required to use their personal vehicles on a consistent basis, as a condition of employment in the performance of their duties.

ARTICLE 17: PERSONAL PROPERTY DAMAGE

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

ARTICLE 18: SUPPLEMENTAL COMPENSATION FOR INJURY IN LINE OF DUTY

18.1 Supplemental Compensation

A. Eligibility

Permanent employee who sustains a temporary disability as a result of accidental injury arising out of the course and scope of employment with the **City** shall, in addition to compensation payable pursuant to the Workers' Compensation Law of the State of Florida, be entitled to a supplemental benefit under the conditions set out in Section 18.1(c).

B. Amount

The supplemental benefit payable under this article shall be calculated as follows:

- The employee's net take-home pay after taxes and social security deductions (based upon the employee's regular straight-time wages) shall be reduced by the amount of workers' compensation payable to the employee.
- The remainder is the supplemental benefit payable to the Employee.
- In no event shall an employee realize more than his/her net after-tax take-home pay as a result of receiving both Workers' Compensation and the supplemental benefit.

C. Conditions for Payment

The supplemental benefit provided for in Section 18.1(b) is payable under the following circumstances:

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

- (4) If an employee is eligible for monetary benefits under workers' compensation, normal payroll deductions will continue from workers' compensation benefits to avoid interrupting employer provided benefits such as pension and healthcare.

18.2 Transitional Duty

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

ARTICLE 19: PAID TIME FOR CIVIC DUTY

19.1 Jury Service

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

- A. The employee shall notify his/her supervisor of the jury service summons as soon as he/she receives it and attach a copy of the summons to the leave request for jury service.
- B. An employee subject to serve on jury duty will be temporarily assigned to the day shift. Employees assigned to the midnight shift will be excused from the shift prior to the commencement of jury duty.
- C. An employee who is released from jury duty prior to the end of his/her workday shall return to work within a reasonable period of time where practical.
- D. An employee who is scheduled for jury duty after the start of his/her workday shall report to work normally and will be released for jury duty with a reasonable period of time for transit and preparation.

19.2 Voting

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

19.3 Witness Service

A. Testimony Related to Official Duties

An employee who is called to testify outside normal work hours in any court or administrative proceeding as a result of his/her normal City duties is considered to be on duty. The employee shall be compensated at the normal overtime rate of one and one-half (1-1/2) times the regular rate of pay for all hours engaged in such testimony with a minimum payment of two (2) hours. All time spent at such appearances shall be counted as time worked for that work week.

An employee subject to serve as a witness at the request of the **City**

will be temporarily assigned to the day shift. Employees assigned to the midnight shift will be excused from the shift prior to the commencement of such witness service.

B. Testimony Unrelated to Official Duties

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

ARTICLES 20: HOLIDAYS

20.1 **Employees** shall be entitled to the following twelve (12) holidays with pay each year.

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

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

20.3 A holiday that falls on a Sunday, shall normally be observed on the following Monday. A holiday that falls on a Saturday shall normally be observed on the previous Friday. However, when Christmas Eve falls on Sunday, the following Tuesday shall be observed as the holiday and when Christmas Day falls on Saturday the following Monday shall be observed as the holiday. Employees on rotating shifts shall observe the actual day of the holiday for pay purposes.

20.4 Personal Leave Day may be taken upon Supervisor approval once an employee has completed 90 days of service.

A. Approval of the Personal Leave Day shall not be unreasonably withheld.

B. Unused Personal Leave Days shall be forfeited at the end of the fiscal Year.

20.5 An employee who is required to work on a day observed as a holiday, and those hours fall within the employee's regular work schedule, shall be paid at the rate of one-and-one-half (1-1/2) times the straight time hourly rate for all hours worked on the observed holiday in addition to straight time pay for the holiday. Employees regularly scheduled to work on the actual day of a holiday, shall observe the actual day of the holiday for pay

purposes. No employee will receive holiday premium pay for both the actual and observed holiday. This paragraph shall not apply to employees of the Sheriff's Office.

- 20.6** An employee of the Sheriff's Office who is required to work on a day observed as a holiday, and those hours fall within the employee's regular work schedule, shall be paid at the rate of one-and-one-half (1-1/2) times the regular rate of pay. The **City** may elect to schedule the employee to take a day off at a later date, not to exceed thirty (30) calendar days from the date the employee was required to work. If the employee has not taken a day off by the end of the thirty (30) day period, the employee may elect to either be paid at the straight time rate of pay or have the hours added to his/her personal leave account.
- 20.7** All permanent, probationary, and provisional employees shall receive holiday pay unless:
- A.** The employee has an unexcused absence on the last regular workday proceeding such a holiday or on the next regular workday following such holiday.
 - B.** The employee is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence.
 - C.** The employee is on leave of absence without pay.
 - D.** The employee is receiving a wage benefit from workers' compensation.

ARTICLE 21: BEREAVEMENT AND FUNERAL LEAVE

21.1 When Leave May Be Authorized

Bereavement Leave for Immediate Family Members

At the time of the death of a member of an employee's immediate family as defined below, the Employer may authorize the employee paid time off **up to five (5) working days, not to exceed 40 hours.**

21.2 Definition of Immediate Family

"Immediate Family" Defined	
Spouse	**
Children	Including step-children and children's Spouses. **
Parents	Including step-parents and parents-in-law. **
Brothers & Sisters	Including half- and step- siblings, and brothers- and sisters- in law. **
Aunts & Uncles	
Nieces, Nephews	Maximum of 3 days
Grandparents	
Grandchildren	
other relatives who permanently reside with the employee	
* Also applies to relatives of employee's spouse.	
** Three (3) day minimum if requested by the employee.	

21.3 Provisions Governing Leave Authorization

- A. Employees will not be unreasonably denied a request for Bereavement leave subject to the provisions of this Article.
- B. The employee may be required to supply documentation of the death, upon return, to support the bereavement leave request prior to payment of bereavement benefits.
 - (1) Needs of employees upon the death of a family member may vary depending upon individual circumstances.
 - (2) In determining the amount of bereavement leave to be authorized in each situation, the Employer will take into consideration such factors as:
 - (a) Distance to the funeral location;

- (b) Relationship of the employee to the deceased; and
 - (c) The demands the death has placed on the employee for funeral arrangements and other business matter
- (3) An employee, who requires additional time to attend to family matters, or for the death of relatives not included in this definition, may request to use other accrued leave for bereavement purposes. Such requests for leave shall not be unreasonably denied.

21.4 Co-Worker

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

ARTICLE 22: MILITARY LEAVE

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

ARTICLE 23: EMPLOYEE EVALUATIONS

- 23.1 A.** Employee performance evaluations shall be written and shall use a standardized format and procedure. An employee who has passed initial probation who believes that his or her annual evaluation has not been conducted in accordance with established procedure or contests a factual or procedural error for his/her rating, may appeal the complaint through Step IV Grievance procedure set forth in this article.
- B.** An employee may file a written rebuttal to an evaluation. A rebuttal shall be included in the employee's personnel record but shall not be considered an appeal of the evaluation. The employee may attach a hard copy rebuttal, or the employee may electronically attach the rebuttal to the Employee Performance Management System.
- C.** The performance rating score will be based on the employee's performance and employees that exceed the expectations of their job duties will be recognized as such.
- D.** The performance evaluation system is not intended to be a disciplinary action, but rather a performance measurement tool. The Supervisor should endeavor to coach and counsel their low performing employees before it is documented in a performance evaluation.
- E.** The employee performance evaluation is for evaluating individual employee performance. The employee performance evaluation system will be a mechanism for providing guidance for performance development and improvement. The employee evaluations will acknowledge changes affecting the employee's position which have occurred since the last evaluation.
- E.** The employee evaluation goals will be weighted towards the employee's duties.

23.2 EVALUATION APPEALS

A. Nature of Appeal

An appeal must be based on a claim that a factual or procedural error occurred which resulted in an evaluation that inaccurately or unfairly characterizes the employee's performance.

B. Appeal Process

Appeals from annual employee evaluations will follow the grievance procedure set forth in Article 34. The parties will make every effort to expedite hearing grievances related to performance evaluations and will give serious consideration to mutual agreement to waive Steps 1-3.

ARTICLE 24: PERSONAL LEAVE (PLAN E)

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

- A.** Employees hired on or after October 1, 1968 and prior to October 1, 1987.
- B.** Employees who elected to use their option and participate in the personal leave plan shall remain in said plan until such time as this personal leave plan or policy is changed. Then said employees shall have the right to exercise their option as to which plan they wish to participate in.

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

Continuous Years	Hours Accrued of Service Per Year
0 months through 4 years	160 hours per year
5 years through 9 years	184 hours per year
10 years through 14 years	208 hours per year
15 years through 19 years	232 hours per year
20 years through 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 pay period in which the employee's adjusted service date falls.

24.3 Employees, when eligible and authorized as required by Section 24.4, may use their personal leave for any reason they deem necessary.

24.4 Accrued personal leave may be taken at any time when authorized by the appropriate supervisor. Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave of forty (40) or more consecutive work hours. Requests for personal leave of less than forty (40) consecutive work hours must be submitted at least twenty-four (24) hours in advance, unless the personal leave is for illness or emergency which in the latter case, written requests will be submitted as soon as practical. Scheduling of personal leave will be based on seniority and classification within the department for the first request of forty (40) hours or more. Upon written request and with at least fifteen (15) days advance notice when required, an employee taking at least forty (40) hours of authorized personal leave may have payment for personal leave advanced to him/her on his/her last regular workday before his/her scheduled leave.

24.5 Rollback

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

24.6 Sellback

- A. Employees who does not use all of the personal leave accrued in a fiscal year, may be paid the difference between the amount used and the amount accrued for that fiscal year on an hour-for-hour basis. Leave hours transferred to deferred comp will count as leave time used during the fiscal year.
- B. To receive such payment, the employee must make an irrevocable election prior to the beginning of the fiscal year during which the leave accrues. Payments will be made after the end of the fiscal year during which the leave accrues. For example, for leave accruing during fiscal year 2009-2010, the irrevocable election must be made on or before September 30, 2009. Payments for leave will be made after October 1, 2010, and in accordance with administrative procedures established by the **City** of Jacksonville.
- C. This option is not available to an employee who would have less than eighty (80) hours of personal leave remaining after such payment. Such payments will be made on the first payday in December at the September 30 rate of pay.

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

24.8 Personal leave will be charged only against an employee's regular workday and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime days, or holidays.

24.9 Should a holiday provided for in Article 20 of this Agreement fall within an employee's scheduled personal leave period, the holiday will not be charged against the employee's personal leave.

24.10 On a JSO or JFRD twenty-four (24) hour-a-day seven (7) day-a-week operation an employee using personal leave for a bona fide illness must notify his/her immediate supervisor at least one (1) hour prior to the starting time for the first day that the employee is unable to report for work because

of illness unless extenuating circumstances make a full hour's notice impractical. Other employees using personal leave for bona fide illness must notify their immediate supervisor as early as reasonably possible, but in no event later than the starting time for the first day that the employee is unable to report for work because of illness. The employee must notify the supervisor of the nature of the illness and the approximate amount of time the employee will be absent. Use of personal leave for illness will be subject to investigation by the appropriate supervisor. The employee will be counseled if it appears that a pattern has developed where the employee may be abusing personal leave for illness.

For example: When leave for illness is combined with regular days off more than three (3) times annually). The **City** has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification. The examination will be conducted at **City's** expense. On the date of the examination, the employee will not be required to report to his/her regular duty assignment. Should the examination require more than eight hours, the employee will be paid one-and-one-half (1-1/2) times the regular hourly rate for all hours in excess of eight hours.

24.11 If an extended illness causes an employee to use all of his/her accrued personal leave, the employee may use hours previously transferred to the employee's retirement account pursuant to paragraph 26.5:

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

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

24.13 For the purposes of this Agreement, retirement shall mean retirement pursuant to the full-time service requirements or early vesting requirements of the pension plans of the **City** or its former governments; retirement by reason of age pursuant to social security for employees covered solely by social security, provided such employee has ten (10) years service with the **City**; or retirement of officers or employees of the **City** who have more than ten (10) years service with the **City** and who are covered by the Florida Retirement

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

- A. Leave may be taken either immediately prior to the desired retirement eligibility date, which leave may then be used for the fulfillment of time service requirements; or
- B. Such leave may be taken following fulfillment of time service requirements.
- C. Employees electing to use leave pursuant to subsections (a) and (b) may be maintained on the regular payroll, thereby continuing to avail the employee of payroll deductions, pension contributions and insurance deductions.
- D. Requests to be placed on such leave shall be considered irrevocable.
- E. While on such leave, an employee shall not accrue personal leave. The employee shall be paid for legal holidays, and shall be eligible for any general salary increases. The employee shall not be eligible for performance/step increases.
- F. If the employee elects not to take leave, the leave account will be paid for in a lump sum, on an hour-for-hour basis.

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

24.15 This personal leave plan shall not be changed except as mutually agreed to by both parties through the collective bargaining process provided for in Chapter 447, Florida Statute.

ARTICLE 25: PERSONAL LEAVE (PLAN H)

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

25.2 Method of Earning and Accruing Personal Leave:

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

Continuous Years	Hours Accrued of Service Per Year
0 months through 4 years	160 hours per year
5 years through 9 years	184 hours per year
10 years through 14 years	208 hours per year
15 years through 19 years	232 hours per year
20 years through 24 years	256 hours per year
25 years or more	280 hours per year

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 27.3 (a) on a bi-weekly basis. The leave shall be credited on the last day of the pay period.

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

E. Personal leave shall accrue to a maximum of four hundred eighty (480) hours. Accrued and unused personal leave over four hundred eighty (480) hours will be forfeited, except if applied in accordance with the provisions of section 27.3 below.

F. Once an employee’s resignation or notice of retirement has been offered and accepted, “running out” leave is prohibited. “Running out” shall be defined as consecutive leave of greater than two weeks immediately preceding retirement.

25.3 Critical Emergency Leave Bank

There shall also be established a Critical Emergency Leave Bank (CELB). Any accrual over the maximum four hundred eighty (480) hours allowed in the regular personal leave account may be credited to the CELB account up to a maximum of seven hundred twenty (720) hours. To transfer excess time to the CELB, those employees with accrual over 480 hours in the Personal Leave

Account on September 30 each fiscal year shall elect a transfer option immediately after the close of the fiscal year, but no later than October 31. The CELB account shall be used as follows:

- A.** The CELB shall only be used for critical emergency illness. A critical emergency illness is defined as any incapacitating emergency illness requiring hospitalization and/or a recuperation period documented by an allopathic or osteopathic physician and/or hospital.
- B.** The CELB shall only be used for a critical illness of more than eighty (80) consecutive hours of the employee or member of his/her immediate family. Immediate family is defined as spouse, children, stepchildren, parents and any relative who permanently resides with the employee.
- C.** Upon separation with greater than twenty (20) years of service, employees will be paid up to sixty (60) hours of accrued CELB hours.

Leave Usage

- 25.4** Employees, when eligible and authorized as provided in this Article, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave hours earned.
- 25.5** Requests for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave requests of forty (40) or more consecutive working/shift hours. Requests for personal leave of less than forty (40) consecutive working/shift hours must be submitted in writing for approval at least twenty-four (24) hours in advance, unless the personal leave is for illness in which case, written requests shall be submitted as soon as practicable. The Division Chief may waive the advance notice requirements. Requests for leave of any nature, as provided for above, shall not be unreasonably denied.
- 25.6** Employees using personal leave for a bona fide illness must notify their supervisor as early as possible, but no later than the employee's scheduled starting time on the first day the employee is unable to report for work because of illness.
- 25.7** The minimum amount of personal leave to be taken and charged shall be one-half (1/2) hour. Personal leave will be charged only against an employee's regular workday and shall not be charged for absences from prearranged overtime work, unscheduled call-in overtime days, or holidays.
- 25.8** Should a legal holiday fall within an employee's scheduled personal leave period, no personal leave time will be charged for the holiday.

- 25.9** In a JSO or JFRD twenty-four (24) hour a day, seven (7) day a week operation, an employee using personal leave for a bona fide illness must notify his/her immediate supervisor at least one (1) hour prior to the starting time for the first day that the employee is unable to report for work because of illness, unless extenuating circumstances make a full hour's notice impractical.
- 25.10** Sheriff's Office employees must notify their supervisor as early as possible, and no later than thirty (30) minutes before the employee's starting time. The employee will notify the supervisor of the nature of the illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing personal leave for illness. (Example: when leave for illness is combined with regular days off more than three (3) times annually or when leave is used on an unscheduled basis more than six (6) times annually.) The **City** has the right to require any employee to undergo a medical examination by an assigned doctor at any time to ascertain whether or not the employee is capable of performing any and all duties required of the employee's classification. This examination shall be conducted on the **City's** time and the **City** will pay for the costs of the examination.
- 25.11** Upon retirement, employees will be paid 100% of all unused personal leave. Retirement is defined as those employees that have fully vested or have completed at least five (5) years of service.
- 25.12** Upon termination for other than retirement for employment of less than 5 years, an employee shall be paid for seventy-five percent (75%) of all unused personal leave. For all others, leave will be paid at one hundred percent (100%).

ARTICLE 26: SELLBACK OF PERSONAL LEAVE/DEFERRED COMPENSATION

26.1 Retirement eligible employees as specified in this article, may elect to sell unaccrued annual personal leave and leave in their retirement accounts to the **City's** deferred compensation program prior to their retirement date, pursuant to the terms of this article and Internal Revenue Service (IRS) regulations.

A. First, an eligible employee who does not intend to use all of the annual personal leave to be accrued in a fiscal year may elect to be paid all or part of the difference on a percentage basis, between the amount of leave to be used and the amount of leave to be accrued for that fiscal year on an hour-for-hour basis. Payments will be made on the second payday in January at the September 30 rate of pay.

To receive such payment, the employee must make an irrevocable election of the percentage to be paid. The election must be made no later than September 30th of the fiscal year preceding the fiscal year in which the leave will accrue. Elections shall be made in accordance with administrative procedures established by the **City** of Jacksonville.

Employees otherwise eligible for this option who do not elect to be paid a percentage of leave prior to the deadline will not be permitted to be paid any leave for the subsequent calendar year (except as otherwise required pursuant to Article 24 - Section 24.5).

This election will not be effective for an employee who would have less than eighty (80) accrued annual leave hours remaining after such payment.

B. Second, an employee who has timely made the payment election described in Article 24 - Section 24.6 (A) may elect to defer all or a portion of such payment into an eligible nonqualified deferred compensation plan, up to the maximum amount permitted under the plan and by law and subject to applicable timing requirements.

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

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

ARTICLE 27: TERMINAL LEAVE BENEFITS

- 27.1** Upon the death of an employee, all accrued and unused overtime, vacation leave, and other terminal leave benefits (other than life insurance proceeds for which a beneficiary has been designated), shall be paid, within forty-five (45) days in accordance with the following:
- A.** Benefits will be paid as designated by the employee on a form provided by the **City**.
 - B.** Unless otherwise designated in accordance with paragraph (a), benefits will be paid to the employee's surviving spouse who may elect to receive a lump sum payment of the leave balance or may elect other options available under applicable ordinance.
 - C.** In the event the employee does not leave a surviving spouse, benefits will be paid to the employee's children in equal shares, as follows:
 - (1)** To each of the employee's children over the age of 18 who are known to the **City**;
 - (2)** To the legal guardian or representative of each of the employee's children under the age of 18 who are known to the **City**.
 - D.** If the employee has no children known to the **City**, the benefits will be paid to the surviving parent(s) of the employee, in equal shares;
 - E.** If the employee has no surviving parents known to the **City**, the benefits will be paid to the employee's estate.

ARTICLE 28: DISCHARGE AND DISCIPLINE

- 28.1** The procedure for dismissal, demotions, suspensions, and reprimands shall be as outlined in the current Civil Service and Personnel Rules and Regulations. Progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or severity of the offense justifies otherwise. An employee who elects to follow the provisions contained in the grievance procedure of this Agreement instead of the Civil Service and Personnel Rules and Regulations waives the right to appeal under the Civil Service and Personnel Rules and Regulations of the **City** of Jacksonville.
- 28.2** No permanent employee shall be removed, discharged, reduced in rank or pay, suspended, reprimanded, or otherwise disciplined except for proper cause, and in no event until he/she has been furnished with a written statement of the charges and the reason(s) for such actions, except as provided in Rule 9.05(4) of the Civil Service and Personnel Rules and Regulations. The **City** will send a copy of the statement to **CWA**. Oral and written counseling are not considered to be discipline.
- 28.3** No employee shall be reprimanded or criticized in the presence of other staff.
- 28.4** At an investigatory meeting between the **City** and an employee, a **Union** Representative may be present if the employee so requests. The **Union** Representative shall suffer no loss of pay for time spent in such a meeting.

28.5 Options for Appealing Disciplinary Action

An employee can grieve disciplinary action either pursuant to Article 34 of this Agreement or pursuant to Rule Nine of the Civil Service and Personnel Rules and Regulations.

28.6 Personnel Files

- A.** There is only one official personnel file for each employee which shall be maintained in the Employee Services Department unless a different location is approved by the Director of Employee Services.
- B.** Duplicate personnel files may be established and maintained within an agency. The employee affected shall be notified as to the location of all duplicate files pertaining to him/her.
- C.** Each employee has the right to review his/her own official personnel file at reasonable times under supervision of the designated records custodian. When an agency head or designee, of the Director of Employee Services, the Civil Service Board, the Courts, an Arbitrator, or

any statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document, together with a letter of explanation, shall be placed in a sealed envelope marked "confidential" and placed in the employee's personnel file. Provided, however, that nothing in this provision shall grant any official, officer or other person the authority to take any action not otherwise authorized.

- D. All written communications involving evaluations or reprimands placed in an employee's personnel file shall be provided to the employee by the author of the communication. Such documentation shall also indicate on its face that a copy has been provided to the employee before it is placed in the file.
- E. All written reprimands shall be furnished to the employee and shall include the basis for the reprimand. The employee will be requested to sign the reprimand to acknowledge receipt only and shall not mean the employee agrees with its content. An employee's refusal to acknowledge in writing that he/she received the reprimand shall be documented in his/her personnel file. The employee may submit a written response to the reprimand which will be attached to the reprimand in the employee's personnel file. No document critical of an employee's performance, or character, shall be placed in an employee's personnel file without the employee's having been given an opportunity to file a response which shall be placed in the file with the original document.
- F. All disciplinary actions two (2) or more years old shall not be used against the employee.
- G. Upon conclusion of the two (2) year period, the employee may request that the Director of Employee Services seal the document as provided in Section 28.6 (c).

ARTICLE 29: SAFETY AND HEALTH

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

29.2 The **City** will continue to provide for the safety and health of its employees during hours of employment. The **CWA** will cooperate with the **City** in assuring conformance with all established safety regulations.

A. In accordance with established safety practices, the **City** will provide protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease. Employees may be required to wear hard hats. When protective devices, apparel, and equipment are provided, they must be used. The **CWA** agrees that neglect or failure by the employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

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

C. In activities where safety shoes are required to be worn, the **City** shall pay each employee one hundred and forty dollars (\$140.00) per year for the purchase of safety shoes. The payment will be made the first pay period in January of each year. Alternatively, the **City** may elect to provide employees with vouchers to purchase safety shoes directly from a vendor.

29.3 Occupational Safety and Health Committee:

The **City** shall establish a committee on Occupational Safety and Health. The committee, which will meet at least quarterly, shall include three (3) members from the **CWA**, to be appointed by the **CWA**. **CWA** employee representatives will be paid at their regular straight-time rate for attendance at such committee meetings during the employee's scheduled workday.

The Occupational Safety and Health Committee will discuss safety and health matters such as existing practices and rules relating to safety and health, workplace design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety matters.

Safety practices may be improved from time to time by the **City's** in house safety representatives. The **CWA** may submit safety recommendations to this committee.

ARTICLE 30: CHANGES IN JOB SPECIFICATIONS

- 30.1 A. The Director of Employee Services agrees to provide the **CWA** with 10 working days' notice of all intended new or revised specifications for classes in the **CWA** bargaining unit. This may be accomplished when the Director of Employee Services notifies the Department Heads of the intended changes. **CWA** may request a meeting to discuss and clarify proposed changes.
- B. The **City** agrees to post proposed new or revised specifications for classes in the **CWA** bargaining unit in each department and at each work site/office location which has positions allocated to the classification for a minimum of 10 working days prior to approval. For the Sheriff's Office, posting on the bulletin board outside of the Human Resources Division shall satisfy this provision. The purpose of this posting is to give notice of intent to issue new or revised specifications, and to allow for comment from the **CWA** and **City**.

The parties understand that the final version of the new or revised specification may differ from the proposed version initially posted. The city shall provide the CWA with a copy of the final version of the new or revised specification at the same time it is approved and sent to the department.

ARTICLE 31: CHANGES IN CIVIL SERVICE AND PERSONNEL RULES

Any changes to the Civil Service and Personnel Rules and Regulations which affect employees in the professional bargaining unit, and which are recommended by the **City**, will be presented, in writing, to the **CWA** at least ten (10) days prior to submission to the Civil Service Board.

ARTICLE 32: FILLING POSITIONS

- 32.1 A.** Effective the first day of the sixth month following the full ratification of this agreement, internal eligibility for civil service promotional examinations shall be city-wide.
- B.** When a civil service job opening occurs that the **Employer** intends to fill by examination, the **Employer** shall publish notice of the examination schedule on all appropriate bulletin boards as outlined in 32.1(C) below.
- C.** For purposes of this Section, "appropriate bulletin boards" shall include electronic bulletin boards in addition to physical bulletin boards where exam notices are now posted.
- D.** Positions in this bargaining unit which become vacant shall be filled in accordance with the Civil Service and Personnel Rules and Regulations and the City Charter except as otherwise provided for by this Agreement. The decision as to whether or not to fill any position is subject to availability of budgeted funds, and shall be at the discretion of the department head. Such discretion shall not be subject to grievance or arbitration.

32.2 Lateral Transfers

- A.** An employee may make a written request to his/her department head or designee for a lateral transfer to another position within the department. Employee Services shall be copied on such requests.
- (1)** Receipt of written requests will be acknowledged in writing.
 - (2)** When a vacant position that is the subject of a transfer request is filled, the department head shall notify the employee who requested the transfer, whether or not the requesting employee was chosen to fill the position.
- B.** The **City** shall consider applications for transfer to positions within the bargaining unit from current employees before hiring from outside the existing **City** workforce. Current employees and outside applicants shall be evaluated using the same criteria and standards. All other criteria being equal, seniority will be considered when receiving multiple transfer requests for the same position. Management retains sole discretion to determine which employee(s) it shall select.

32.3 Position Upgrades

In instances where the **CWA** or the department head believes that the responsibilities of a position within the bargaining unit may have changed over time, the **City's** Employee Services Department will review the duties assigned to that position, for the purpose of determining if the position is properly classified. When such review results in all of the following:

- the position is evaluated to a higher-level position within the bargaining unit;
- the department chooses to reallocate the position and fill it at the higher level;
- the incumbent meets the promotional requirements of the higher-level position; and
- the department head certifies that the current incumbent has been performing in the position at or above the full performance level for at least six months.

The higher-level position will be filled using the following process:

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

ARTICLE 33: ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURES

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

33.1 Definitions

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

33.2 Circumstances When Testing May be Required

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

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

Transportation, Omnibus Transportation Employee Testing Act of 1991 (OTETA).

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

33.3 Testing Procedures

- A. When an employee is required to provide specimens for these testing procedures, the employee shall be required to provide one specimen (large enough to provide two (2) separate samples) at the time of collection in order to facilitate the testing procedures described in this section. The **City** shall follow chain of custody procedures consistent with the DHHS Guidelines and/or OTETA.
- B. The threshold level or cut-off limit shall be established in accordance with the DHHS and/or OTETA Guidelines, or in accordance with generally accepted medical procedures, where such limits have not been established by the DHHS Guidelines.
- C. The **City** shall follow the following procedures to the extent that they are not inconsistent with the DHHS and/or OTETA Guidelines:
 - (1) The **City** shall submit the first of the samples to an immunochemical assay or radioimmunoassay test or currently

acceptable DHHS Guideline test. If the results of this test are negative, no further testing will be required.

(2) If the results of the initial test provided for in Section 33.3(c)(1) are positive, the **City** will submit the sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method or other method specified by DHHS Guidelines to verify the initial test results. The **City** will not notify any person about the initial positive result, until it has been confirmed as provided for in this section.

- D. If the results of the second test for illegal drugs that is provided for in Section 35.3(c)(2) are positive, as confirmed by a qualified Medical Review Officer, the **City** shall promptly notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the **City** may take corrective and rehabilitative action as provided for in this article, and/or disciplinary action where appropriate.
- E. Whenever testing is performed under the auspices of the Omnibus Transportation Employee Testing Act of 1991 the Federal protocol must be followed.

33.4 Rehabilitative/Corrective Action

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

- 33.5 A. The City will pay the cost of any physical examinations and tests required by this article.

- B. Physical examinations and/or specimens required by this article will normally be obtained while the employee is on duty. If an employee is required to submit to examinations or testing other than during normal duty hours, the employee shall be paid for all time required for the examination and/or testing.
- C. The physical examinations and tests will be performed by medical personnel selected by the **City**.
- D. Employees who are required by this article to take a physical examination or test shall be required to sign an authorization releasing the records of such examinations and tests to the **City**.
- E. The **City** will, to the extent permitted by law, keep the results of any testing required by this article confidential. Furthermore, any results of positive testing which the **City** later determines to have been refuted shall have affixed thereto the subsequent refutation. Test results shall be considered confidential medical records.

33.6 Training

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

ARTICLE 34: GRIEVANCE PROCEDURE

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

34.2 Grievances will be processed in accordance with the following:

1. At his/her option, an employee may file a grievance on his/her own behalf or may be represented by **CWA**.
2. Receipt of a written grievance shall be acknowledged in writing, including the date it was received.
3. The parties may agree to consolidate grievances of a similar nature to expedite resolution.
4. The parties may mutually agree to waive any step(s) in the grievance procedure to expedite resolution.
5. No individually filed grievance shall be resolved at any step unless the Union has been given reasonable opportunity to be present at the hearing or meeting called for the resolution of the grievance.
6. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.
7. If the grievance is filed electronically, CWA will copy all aggrieved employees on the electronic submission.

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

STEP I

- Level: The grievant and/or **CWA** will verbally notify Immediate Supervisor of the grievance.
- Time for Filing: Within ten (10) working days after the Grievant and/or the Union Representative knows, or should have known, about the act or condition which is the basis of the grievance.
- Process: Verbal discussion to resolve the grievance.
- Decision: The immediate Supervisor will send the written decision to the Grievant and/or the CWA representative within ten (10) working days after the grievance was discussed.

STEP II

- Level: Division Chief
- Time for Filing: The grievant and/or **CWA** will file a written grievance within ten (10) working days after receiving the supervisor’s decision or after the date the supervisor’s decision was due, whichever is earlier.

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

STEP III

Level: Department Director
Time for Filing: The grievant and/or **CWA** will file a written grievance within ten (10) working days after receiving the division chief's decision or after the date the division chief's decision was due, whichever is earlier.
Process: Director or designee will conduct a grievance meeting within ten (10) working days after the grievance was presented.
Decision: The department head or designee will send the written decision to the Grievant and/or the **CWA** within ten (10) working days following the meeting.

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

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

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

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

STEP IV (B) For All Other Employees

Level: Employee Services Department
Time for Filing: Within ten (10) working days after receiving the director's decision or after the date the director's decision was due, whichever is earlier.
Process: The grievant and/or **CWA** will file grievances with the Director of Employee Services. The Director of Employee Services or his/her designee will hold a hearing on these

grievances within ten (10) working days after receipt of the grievance.
 Decision: The Hearing Officer will send the written decision to the Grievant and the **CWA** within ten (10) working days following the hearing.

34.3 Rules for Grievance Processing

A. A written grievance must include the following information:

- (1) A complete statement of the grievance and facts upon which it is based including the date of the action complained of;
- (2) The section(s) of this Agreement claimed to have been misinterpreted, misapplied, or violated to include a statement as to how the Agreement has been misinterpreted, misapplied, or violated;
- (3) The remedy requested;
- (4) The signature of the Grievant(s).
 - (a) A grievance filed by **CWA** on behalf of an employee shall be signed by the aggrieved employee and the designated **CWA** representative.
 - (b) A grievance filed by **CWA** alleging that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement that confers rights upon the **CWA**, or that the effects of **City** policy decisions or actions generally applicable to employees gave rise to a dispute regarding the interpretation or application of specific terms of this Agreement shall be signed by the designated **CWA** representative.
 - (c) A group grievance shall be dated and signed by the aggrieved employees presenting it.

B. Time Limits

- (1) In computing time limits under this Agreement, working days shall be Monday through Friday, excluding authorized paid holidays.
- (2) If the grievance is not advanced to the next higher step within

the time limit provided, the latest decision issued by the **City** shall be deemed accepted.

- (3) If the **City's** representative fails to answer within the time limit set forth at any step, the grievance may be advanced to the next step.
- (4) The parties may agree to extend time limits at any step of the grievance procedure.

C. Representation

- (1) At his/her option, the Grievant may be represented by the **CWA** at any and all steps of the grievance procedure. The Grievant will attend the grievance meeting or hearing at each step, unless the parties mutually agree that the grievant's absence would be in the best interest of orderly dispute resolution.
- (2) If Grievant elects not to be represented by the **CWA**, the **City** representative shall promptly notify the **CWA** that the grievance has been filed and, upon request, shall provide the **CWA** with a copy of the grievance. The **City** will also notify the **CWA** of the date, time and place of any meeting or hearing to resolve the grievance. The **CWA** may have an observer present at any meetings or hearings held to resolve the grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.
- (3) Grievance decisions concerning disciplinary action shall not constitute a precedent for any purpose. Step IV grievance decisions shall constitute a precedent insofar as they concern interpretation or application of the terms of this Agreement.

34.4 Arbitration

A. Initiation of Arbitration

- (1) If the grievance is not settled at Step IV, the Grievant and/or the **CWA** may initiate arbitration by serving written Notice of Intent to Arbitrate on the Director of Employee Services no later than ninety (90) calendar days after receipt of the **City's** response at Step IV, together with a written statement of the facts and the specific provision(s) of this Agreement in dispute which were addressed at the earlier stages of the grievance

procedure. If the Notice of Intent to Arbitrate is not filed within ninety (90) calendar days, the **City's** Step IV answer shall be final.

- (2) It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all appeal rights to the Civil Service appeals process by the initiating party and all persons it represents.
- (3) In its Notice of Intent to Arbitrate, the Grievant and/or the **CWA** may propose the names of two (2) arbitrators, either of whom is acceptable. If both parties do not mutually agree on the selection of one (1) of the persons proposed, or some other person qualified to arbitrate, the parties will select an arbitrator as follows:
 - (a) The parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of five (5) arbitrators.
 - (b) If FMCS is unable to provide the parties with a list of five (5) names within thirty (30) calendar days of the initial request to FMCS, either party may request a list of five (5) arbitrators from the American Arbitration Association (AAA).
 - (c) Upon receipt of the panel from either FMCS or AAA, the parties' representatives shall meet and alternately strike names until one (1) arbitrator remains. The party requesting arbitration shall strike the first name. The last remaining name shall be selected as the arbitrator.
 - (d) Notwithstanding the provisions of this section, an arbitrator may be mutually selected by the parties by a means other than the methods specified in Section 34.4(a).

B. Hearings and Decisions

- (1) The date for the arbitration hearing will be set within sixty (60) **calendar** days from the date the arbitrator was notified of his/her selection. This date may be extended by mutual agreement of the parties.
- (2) All testimony given at the arbitration hearing will be under oath. The arbitrator may not issue declaratory or advisory

opinions and shall be confined exclusively to the issues presented by the parties and addressed at the earlier stages of the grievance procedure.

- (3) The arbitrator shall consider only the specific dispute(s) regarding the application or interpretation of this Agreement submitted to him/her in writing by the parties. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- (4) The arbitrator shall base his/her decision exclusively on the testimony and documentary evidence submitted by the parties as part of the hearing, and his/her conclusions based on that evidence.
- (5) The arbitrator's authority is limited strictly to the application and interpretation of the provisions of this Agreement, and he/she shall not have authority or power to make any decision that is contrary to, inconsistent with, or which modifies in any way the terms of this Agreement. Furthermore, the arbitrator may not usurp any authority or responsibility of the **City** as provided by Chapter 447, Florida Statutes or the Charter of the **City** of Jacksonville unless specifically provided for by this Agreement.
- (6) Where the arbitrator finds that the Grievant in a disciplinary case committed the infraction for which he was charged, the arbitrator shall have no authority to reduce or amend the penalty imposed by the **City**.
- (7) The arbitrator shall issue his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to change the due date of the decision.
- (8) If made in accordance with his/her jurisdiction and authority under this Agreement, the arbitrator's decision shall be final and binding on all parties.

C. Costs

- (1) The arbitrator's fees and expenses shall be shared equally by the parties.

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

ARTICLE 35: LABOR-MANAGEMENT MEETINGS

- 35.1** The City Director of Employee Services or his/her designee and the **CWA** agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to. Such special meetings shall be held promptly at a time and place mutually agreeable to the parties. The **CWA** shall have the right at these special meetings to recommend to the Director of Employee Services or his/her designee corrections of any inequities known to the **CWA**.
- 35.2** The Director of Employee Services or his/her designee and the **CWA** President or his/her designee agree to meet semi-annually to confer on matters of interest to each party. These meetings shall be held at a time and place mutually agreeable to the parties and shall be comprised of three (3) representatives of the **City** and three (3) representatives from the **CWA** unless the parties agree to a different number.
- 35.3** **CWA** representatives shall receive their regular pay for attending, provided that the meeting takes place during the representative's normal workday.
- 35.4** The parties agree that neither the Special Meetings nor the Semi- Annual Meetings shall be used to renegotiate the terms of this Agreement or to discuss matters addressed in the grievance process.

ARTICLE 36: RESIDUAL RIGHTS

- 36.1** The **City** retains all rights, powers, functions, and authority it had prior to the signing of this Agreement, except as such rights, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.
- 36.2** All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply, except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.¹

¹ If any provision of a collective bargaining agreement is in conflict with any law, ordinance, rule or regulation over which the chief executive officer has no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining agreement shall not become effective.

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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the **City** and the **CWA**, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 37.2** Except as otherwise provided herein, this Agreement shall be effective on October 1, 2021, and shall remain in effect through September 30, 2024.

ARTICLE 38: SEVERABILITY

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

ARTICLE 39: LIMITED EMERGENCY

39.1 In the event of the official declaration of an emergency, or other event as declared by the City elected Official, operational needs may affect some employees differently from others. An employee's designation as "essential" or "non-essential" may change due to the nature of the emergency. Employees will be notified by their Supervisor as to their status with as much notice as possible.

39.2 Employees Designated as "Nonessential"

- A. Employees who are not required to work are designated as nonessential and released from duty shall be granted administrative leave for the balance of their normal shift and for such additional time as authorized by the Mayor.
- B. Employees on previously approved leave, scheduled holiday, authorized leave without pay, or who called in to request leave during the emergency, shall be charged for the leave.

39.3 Employees Designated as "Essential"

- A. Essential employees are those who are required to assist in emergencies as determined by the **Employer**. Employees designated as "essential" shall be required to work during the emergency. Essential employees who fail to meet their responsibilities under this provision may be subject to discipline. An employee's designation as "essential" or "non-essential" may change due to the nature of the emergency. Volunteers will be used to fulfill this obligation prior to assigning employees to perform essential work. Employees will be assigned in verse seniority within the department.
- B. Employees designated as essential to the operation and who reported to work shall be paid at the straight time rate for all hours actually worked up to forty (40) in the work week. Hours worked in excess of forty (40) in the week will be paid at the premium rate as may be applicable under Article 12.
- C. In addition, employees volunteering to be designated essential to the operation and who reported to work shall be granted straight time compensatory time for the same number of hours given to employees on administrative leave during the emergency.
- D. Employees assigned to work as essential employees during the

emergency shall be given the option of cash payment or compensatory time for the same number of hours given to employees on administrative leave during the emergency.

39.4 Advance Preparation for Emergencies

- A. Where possible in situations where there is advance notice of an impending emergency, the **Employer** may authorize employees to take reasonable time, as determined by the **Employer**, to return home to secure their homes and property and arrange for the safety of their families. Employees will not be charged leave for any such authorized preparation time taken. Following such preparation time, employees must report to work during the emergency.
- B. During a declaration of, or when an emergency may reasonably be determined to be imminent, provisions of this Agreement may be suspended by the Mayor, Sheriff, or other elected official. During the time of the declared emergency or emergency which may reasonably be determined to be imminent, provisions of this Agreement addressing notification, scheduling and shift assignment requirements may be suspended during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.
- C. In non-emergency situations in which employees are requested to leave early to accommodate special events employees, , may use annual leave or modify their work schedules, within operational requirements, and with the approval of their supervisor. At the Employers discretion, there may be times when the employee may not be charged annual leave.

ARTICLE 40: BARGAINING UNIT REPORTS

On a quarterly basis, the **City** will provide the **CWA** with a report/list of all employees in the professional bargaining unit. The report shall be provided to the **CWA** on the first day of each calendar quarter via electronic mail in a Microsoft Excel spreadsheet format, sorted alphabetically by employee last name, and shall include the employee's name, job title, department and division, dues deduction code (Y = dues deduction, N = no dues deduction), job code, employment date, pay grade, and annual base salary.

CWA SALARY SCHEDULEOCTOBER 2021-2023

GRADE NAME	2021 MIN	2022	2023	2021 MAX	2022 MAX	2023 MAX
26.03	\$1,634.30	\$1,675.16	\$1,717.04	\$3,077.43	\$3,154.37	\$3,233.23
26.04	\$1,700.39	\$1,742.90	\$1,786.48	\$3,201.87	\$3,281.91	\$3,363.96
26.05	\$1,773.06	\$1,817.39	\$1,862.82	\$3,338.82	\$3,422.29	\$3,507.84
26.06	\$1,852.43	\$1,898.74	\$1,946.21	\$3,488.30	\$3,575.51	\$3,664.89
26.07	\$1,944.94	\$1,993.56	\$2,043.40	\$3,662.48	\$3,754.04	\$3,847.89
26.08	\$2,057.27	\$2,108.71	\$2,161.42	\$3,874.15	\$3,971.01	\$4,070.28
26.09	\$2,182.90	\$2,237.47	\$2,293.41	\$4,110.71	\$4,213.48	\$4,318.82
26.10	\$2,321.78	\$2,379.82	\$2,439.32	\$4,372.11	\$4,481.41	\$4,593.45
26.11	\$2,486.96	\$2,549.13	\$2,612.86	\$4,683.25	\$4,800.33	\$4,920.34
26.12	\$2,678.67	\$2,745.64	\$2,814.28	\$5,044.24	\$5,170.35	\$5,299.61
26.13	\$2,896.92	\$2,969.34	\$3,043.57	\$5,455.11	\$5,591.49	\$5,731.27
26.14	\$3,148.02	\$3,226.72	\$3,307.39	\$5,928.10	\$6,076.30	\$6,228.21
26.15	\$3,438.95	\$3,524.92	\$3,613.05	\$6,475.75	\$6,637.64	\$6,803.58
26.16	\$3,776.12	\$3,870.52	\$3,967.28	\$7,110.68	\$7,288.45	\$7,470.66
26.17	\$4,159.42	\$4,263.40	\$4,369.99	\$7,832.66	\$8,028.48	\$8,229.19
26.18	\$4,595.79	\$4,710.69	\$4,828.46	\$8,654.29	\$8,870.65	\$9,092.42
26.19	\$5,104.70	\$5,232.31	\$5,363.12	\$9,612.85	\$9,853.17	\$10,099.50

APPENDIX A

PROFESSIONAL EMPLOYEES BARGAINING UNIT CODE 120

JOB CODE	CLASS TITLE	PAY GRADE
A0031	ACCOUNTANT	26.14
A0036	ACCOUNTANT SENIOR	26.15
A0050	ACCOUNTING SYSTEMS ADMINISTRATOR	26.19
F0095	ACPS ADMINISTRATIVE COORDINATOR	26.14
L0088	ADA PROJECT MANAGER	26.16
F0128	APPLICATIONS ADMINISTRATOR	26.17
G0076	ASSOCIATE ENGINEER	26.16
D0050	AUDIO-VISUAL PRODUCTION SPECIALIST/PHOTOGRAPHER	26.13
D0051	AUDIO-VISUAL PRODUCTION SPECIALIST/PHOTOGRAPHER SENIOR	26.14
B0326	BICYCLE/PEDESTRIAN COORDINATOR	26.15
P0104	CHEMIST	26.15
B0321	CITY PLANNER I	26.14
B0322	CITY PLANNER II	26.15
B0325	CITY PLANNER III	26.16
D0100	COMMUNITY RELATIONS SPECIALIST	26.14
L0004	COMPLIANCE ANALYST	26.15
N0032	CONFERENCE CENTER SPECIALIST	26.13
U0011	CONSTRUCTION COORDINATOR – JSO	26.14
B0239	CONSTRUCTION PROGRAM INSTRUCTOR	26.14
U0009	CONSTRUCTION PROJECT COORDINATOR	26.14
L0012	CONTRACT ADMINISTRATION COORDINATOR	26.13
L0012	CONTRACT ADMINISTRATION COORDINATOR	26.13
P0019	CORRECTIONAL FOOD SERVICES COORDINATOR	26.14
E0071	CORRECTIONAL SERVICES COUNSELOR	26.14

COMMUNICATIONS WORKERS OF AMERICA

N0020	CUSTOMER EXPERIENCE ASSOCIATE - ADULT	26.13
N0009	CUSTOMER EXPERIENCE ASSOCIATE - YOUTH	26.13
N0012	CUSTOMER EXPERIENCE LIBRARIAN - ADULT	26.15
N0036	CUSTOMER EXPERIENCE LIBRARIAN - YOUTH	26.15
Y0082	DIETICIAN COORDINATOR	26.14
T0066	EMERGENCY PREPAREDNESS PLANNER	26.15
G0101	ENGINEERING DRAFTER	26.11
G0102	ENGINEERING DRAFTER SENIOR	26.13
G0081	ENGINEERING TECHNICIAN	26.13
G0066	ENGINEERING TECHNICIAN SENIOR	26.15
G0067	ENGINEERING TECHNICIAN SENIOR/AUTOCAD	26.15
P0095	ENVIRONMENTAL ASSOCIATE ENGINEER	26.15
P0096	ENVIRONMENTAL ENFORCEMENT OFFICER	26.16
P0101	ENVIRONMENTAL ENGINEER/SCIENTIST	26.16
P0133	ENVIRONMENTAL PROGRAMS SPECIALIST	26.14
G0095	ENVIRONMENTAL QUALITY TECHNICIAN	26.13
G0096	ENVIRONMENTLA QUALITY TECHNICIAN - PETROLEUM CLEANUP	26.13
P0103	ENVIRONMENTAL SPECIALIST	26.15
	ENVIRONMENTAL SPECIALIST - PETROLEUM CLEANUP/TANK	
P0093	INSPECTIONS	26.15
Y0036	EQUAL OPPORTUNITY SPECIALIST	26.14
D0106	EVENT SPECIALIST	26.14
T0063	FIRE PROTECTION INSPECTOR	26.16
T0299	FIREARMS EXAMINER	26.16
T0293	FIREARMS SPECIALIST	26.15
T0305	FIREARMS TRAINEE	26.13
T0064	FITNESS AND WELLNESS COORDINATOR	26.15

COMMUNICATIONS WORKERS OF AMERICA

T0062	FITNESS AND WELLNESS COORDINATOR - JSO	26.15
F0142	GIS SPECIALIST	26.11
F0094	GIS SPECIALIST SENIOR	26.15
F0148	GIS SYSTEMS ADMINISTRATOR	26.19
B0008	GRANTS WRITER	26.14
D0074	GRAPHIC ARTS DESIGNER	26.12
O0044	HISTOPATHOLOGY TECHNICIAN	26.12
P0148	HOUSING LOAN ANALYST	26.13
B0302	HOUSING REGULATORY SPECIALIST	26.16
P0143	HUMAN SERVICES PLANNER I	26.14
P0142	HUMAN SERVICES PLANNER II	26.15
P0145	HUMAN SERVICES PLANNER III	26.16
F0090	INFORMATION SYSTEMS COORDINATOR	26.15
F0061	INFRASTRUCTURE ENGINEER	26.16
A0061	IT ADMINISTRATIVE SPECIALIST SENIOR	26.14
B0010	JSO GRANTS COORDINATOR	26.14
U0192	LANDFILL ENVIRONMENTAL SCIENTIST	26.16
U0079	LANDSCAPE ARCHITECT	26.16
U0078	LANDSCAPE DESIGNER	26.13
T0280	LATENT PRINT EXAMINER	26.14
T0301	LATENT PRINT EXAMINER TRAINEE	26.12
N0018	LEARNING SERVICES SPECIALIST	26.16
N0023	LIBRARY DIGITAL MARKETING SPECIALIST	26.15
D0105	LIBRARY MARKETING SPECIALIST	26.14
N0005	LIBRARY PROGRAM DESIGNER	26.15
N0006	LIBRARY PROGRAM SPECIALIST	26.15
N0016	LITERACY PROGRAM SPECIALIST	26.14

COMMUNICATIONS WORKERS OF AMERICA

D0104	MEDIA SUPPORT SPECIALIST	26.14
P0157	MORTGAGE LOAN PROCESSOR	26.14
P0124	MOSQUITO CONTROL PILOT	26.15
P0158	NEIGHBORHOOD SERVICES COORDINATOR	26.15
P0169	NEIGHBORHOOD SERVICES COORDINATOR SENIOR	26.16
F0060	NETWORK ADMINISTRATOR	26.15
F0132	NETWORK ENGINEER	26.19
B0012	OPERATIONS ANALYST	26.14
B0014	PARK FACILITY SAFETY OFFICER	26.15
W0005	PARK PLANNING PROJECT COORDINATOR	26.15
W0160	PARKS EDUCATION SPECIALIST	26.15
W0060	PARKS NATURALIST SPECIALIST	26.13
G0016	PROFESSIONAL ENGINEER	26.17
B0251	PROFESSIONAL SERVICES SPECIALIST	26.12
P0037	PROJECT AND GRANT COORDINATOR	26.15
A0070	PUBLIC PARKING ACCOUNTS COORDINATOR	26.15
T0284	PUBLIC SAFETY ANALYST I	26.14
T0288	PUBLIC SAFETY ANALYST II	26.15
B0296	PUBLIC WORKS CONTRACTS SPECIALIST	26.12
B0230	PURCHASING ANALYST	26.15
T0185	REAL TIME CRIME CENTER ANALYST	26.13
W0003	RECREATION PLANNER & GRANTS COORDINATOR	26.16
U0268	REMEDIATION PROGRAM COORDINATOR	26.16
B0220	SAFETY OFFICER	26.14
B0231	SAFETY OFFICER SENIOR	26.15
F0054	SECURITY ADMINISTRATOR	26.13
F0055	SECURITY ANALYST	26.14

COMMUNICATIONS WORKERS OF AMERICA

Y0095	SOAR PROCESSING SPECIALIST - JSO	26.13
Y0101	SOCIAL SERVICES SPECIALIST	26.13
Y0106	SOCIAL SERVICES SPECIALIST SENIOR	26.14
F0144	SOFTWARE DEVELOPER	26.17
F0143	SOFTWARE DEVELOPER JUNIOR	26.16
U0191	SOLID WASTE SPECIALIST	26.15
U0180	SOLID WASTE SPECIALIST ASSISTANT	26.14
N0028	SPECIAL COLLECTIONS LIBRARIAN	26.16
N0014	SUPPORT SERVICES LIBRARIAN I	26.15
N0001	SUPPORT SERVICES SPECIALIST	26.13
F0130	SYSTEMS ENGINEER	26.19
P0099	TOXICOLOGIST	26.15
U0203	TRAFFIC STUDIES ASSOCIATE ENGINEER	26.15
U0200	TRAFFIC TECHNICIAN	26.12
U0205	TRAFFIC TECHNICIAN SENIOR	26.15
B0235	TRAINING SPECIALIST	26.14
B0145	TRAINING SPECIALIST - JSO	26.14
B0236	TRAINING SPECIALIST SENIOR	26.15
Y0125	VETERANS SERVICES OFFICER	26.14
F0057	VOICE ADMINISTRATOR	26.14
F0058	VOICE ENGINEER	26.16
F0129	WINDOWS SERVER ADMINISTRATOR	26.17

APPENDIX B

SAFETY SENSITIVE POSITIONS DEFINITIONS AND KEY

ABBREVIATION	DEFINITION
SPECIAL RISK	CERTIFIED AS A LAW ENFORCEMENT OFFICER OR FIREFIGHTER OR FIRE MARSHALL
CORRECTIONAL	WORKS WITH INMATES OR DETAINEES IN THE CORRECTIONAL SYSTEM.
DOT/CDL LICENSE	HOLDS A COMMERCIAL DRIVER'S LICENSE (CDL) AND OPERATES CDL CLASSIFIED VEHICLES.
HEAVY OR DANGEROUS MACHINERY	OPERATES OR DIRECTS HEAVY OR DANGEROUS MACHINERY, TO INCLUDE EMPLOYEES WHO REPAIR AND MAINTAIN THE CITY'S EMERGENCY VEHICLES.
EMERGENCY	PERFORMS LIFE-THREATENING PROCEDURES SUCH AS DOCTORS, NURSES AND EMT'S.
SECURITY	EMPLOYEE CARRIES A FIREARM OR WORKS CLOSELY WITH SOMEONE WHO HAS TO CARRY A FIREARM.
VULNERABLE CHILDREN/ADULTS	EMPLOYEE REQUIRED TO UNDERGO A BACKGROUND CHECK PER F.S. 110.1127 BECAUSE HE/SHE SUPERVISES OR INSTRUCTS CHILDREN, OR WORKS WITH OR SUPERVISES VULNERABLE ADULTS SUCH AS ELDERLY OR DISABLED PERSONS.
SAFETY INSPECTION	EMPLOYEE IS REQUIRED TO PERFORM SAFETY INSPECTIONS SUCH AS A BUILDING OR FIRE INSPECTOR.

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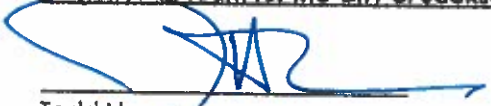
COMMUNICATIONS WORKERS OF AMERICA

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COMMUNICATIONS WORKERS OF AMERICA

In witness whereof, we, the negotiating teams for the parties, have set our hands this 10th day of July, 2021.

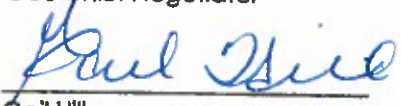
Negotiating team for the City of Jacksonville (COJ):



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



Sean Granat
Attorney IV
Office of General Counsel



Gail Hill
Labor Relations Officer
Employee Services Department

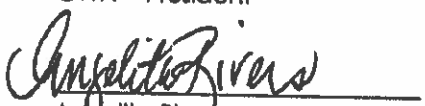
Negotiating team for the Communications Workers of America (CWA):



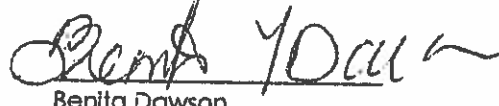
Angela Corker
CWA - President



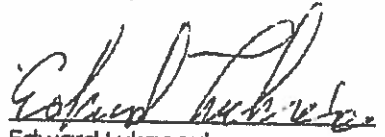
Kevin Kimber
CWA - Chief Negotiator



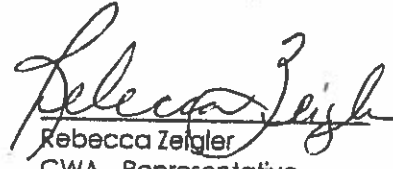
Angelita Rivers
CWA - Representative



Benita Dawson
Human Services Planner II



Edward Lukacovic
CWA - Representative



Rebecca Zeigler
CWA - Representative

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **ORDINANCE 2021-623 -E**

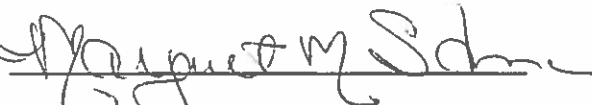
5 AN ORDINANCE APPROVING THE PROPOSED OCTOBER 1,
6 2021 - SEPTEMBER 30, 2024 COLLECTIVE BARGAINING
7 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND
8 THE COMMUNICATIONS WORKERS OF AMERICA (CWA),
9 REPRESENTING APPROXIMATELY 420 MEMBERS;
10 PROVIDING AN EFFECTIVE DATE.
11

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

13 **Section 1. Proposed Collective Bargaining Agreement**
14 **between the City of Jacksonville and CWA approved.** That certain
15 proposed October 1, 2021 - September 30, 2024 Collective Bargaining
16 Agreement between the City of Jacksonville and the Communications
17 Workers of America (CWA), a copy of which has been placed On File
18 with the Office of Legislative Services, is hereby approved. CWA
19 represents approximately 420 members. The proposed CWA agreement has
20 been agreed to in collective bargaining and has been ratified by the
21 union membership. Pursuant to the American Rescue Plan, from which
22 funds are being used for premium pay associated with the Collectively
23 Bargaining Agreements, the City has made a general determination that
24 premium pay will not increase the average annual wage at the City
25 above 150 percent of the state or county's average annual
26 wage. Further, the City considers all government employees at the
27 City to be performing critical and essential functions necessary to
28 meet the needs of the Citizens of Jacksonville. One time premium
29 payments and wage increases collectively bargained recognize the
30 extraordinary efforts the men and women of the City performed and
31 continue to perform during the COVID-19 pandemic.

1 Section 2. Effective Date. This ordinance and all elements
2 of the CWA Collective Bargaining Agreement shall become effective
3 upon signature by the Mayor or upon becoming effective without the
4 Mayor's signature.

5
6 Form Approved:


7
8 
9 Office of General Counsel

10 Legislation prepared by: Sean Granat

11 GC-#1449758-v1-CWA_2021-2024.docx
12
13

ORDINANCE 2021-623-E
CERTIFICATE OF AUTHENTICATION
ENACTED BY THE COUNCIL

October 12, 2021




SAMUEL NEWBY
COUNCIL PRESIDENT

ATTEST:



DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: OCT 14 2021



LENNY CURRY, MAYOR

